

### Our Company Philosophy

The goal of Armadillo Property Management, Inc is to ensure consistent, high standards of property maintenance and the best possible return on your income property investment. A personal interest is taken in each and every property, be it a studio apartment, a 3 bedroom house or a multi-unit complex. Our professional staff is always available to answer your questions. An owner or resident need never worry that they will not be able to reach someone regarding their property at any given time.

Your investment property will receive the best care we can offer! Below is an outline of what you can expect of our professional management services:

Property evaluation and marketing

Property consulting

Establish rent schedules

Rent collection

Develop a resident relations policy

Prepare and execute leases

Audit and pay bills to include insurance and taxes if necessary

Available properties advertised in print and on the Internet

Account for the receipt of, return, or forfeiture of resident security deposit

Screening and selection of prospective residents Eviction (if necessary)

Property maintenance to include advice on preventative maintenance needed, supervision of all decorating and modernization programs

Extensive, detailed and accurate inspection form

Move-out inspections done by staff with resident

Periodic maintenance inspections

Coordination of emergency repairs and or dwelling rehabilitation

Keep abreast of health and safety issues

Train and advise owners and employees of changes in Fair Housing Laws and Americans with Disabilities Act

Provide lead based paint disclosure and EPA pamphlet.

Advice on investments

Comparative market analysis of current rental values

Computerized accounting to include monthly income/expense statement with current monthly report as well as year-to date

When the owner works in harmony with the property manager, they establish the highest standard of property maintenance, protection and aggressive marketing that your investment deserves.



### A Good Property Manager

- 1. Has common sense.
- 2. Is resourceful and willing to work hard.
- 3. Has good rapport with the owner and the resident.
- 4. Is fair but firm
- 5. Earns trust and respect
- 6. Establishes policy and follows through.
- 7. Communicates effectively.
- 8. Is a dedicated professional.

### Pitfall a Professional Property Manger Will Avoid

- 1. Unqualified residents living in your property.
- 2. Nonspecific lease terms.
- 3. Un resolvable security deposit conflicts.
- 4. Deferred maintenance.
- 5. Violating a resident's privacy.
- 6. Failure to disclose environmental hazards (lead based paint)
- 7. Inadequate insurance.
- 8. Inadequate supervision.
- 9. Fair Housing lawsuits.
- 10. Failure to follow through on lease violations.

### Maintenance

Our philosophy is to help preserve and increase the value of the properties we manage. We encourage preventative maintenance: If you defer a \$100 maintenance cost now, in the future it may represent a \$500 loss in appreciation. We negotiate better pricing for the work we have done. Our contractors are more responsive to us because of the volume of business we generate for them; they adhere to our standards or they don't work for us.

You will be informed of the maintenance needs of your property. Large projects will only proceed with your consent. Copies of bills and invoices will be sent with your monthly statement for standard maintenance items.

### How We Market Your Investment

Our web site: www.rentcolorado.com Sign posted in the yard Lists of available properties are given to walk-in clients.

Our client list includes these companies as well as individual investors:
Re/Max First Associates
Coldwell Banker
CSU Renters Information/Housing
Vestas
Otterbox

### In conclusion

Armadillo Property Management has built a reputation for offering quality rental properties that are well maintained, well managed and profitable. We have grown large enough to offer all the services you need, yet we haven't lost the personal touch that made our growth possible. We are dedicated to the principle of professional property management. We hold ourselves to a higher standard of excellence- we expect the same from our contractors and we expect no less from our investors. We put our name and reputation on the line every time we lease a property. Armadillo Property Management stands for consistent quality, prompt attention to detail and the friendly service our customers have come to expect.

We hope the information we've provided has been helpful for you. If you have any other questions or if we can be helpful in any way, please contact us.

Thank you so very much,

Bev Perina, Property Management Maven and owner Armadillo Property Management



BEVERLY ANN PERINA, OWNER/BROKER

### **MISSION STATEMENT**

As a professional in property management, I will provide the resources and expertise that you, the residential property investor, need to assure your investment's safety and productivity.

### **EXPERIENCE** 1983 to Present

Owner/Broker of Armadillo Property Management, a full service property management company for residential property owners. Initially, the company was started to manage personal and family investments. The company currently has grown to include approximately 350 residential properties managed.

### **EDUCATION**

- 1973 attended Colorado State University
- 1987 to Present Licensed Real Estate Broker with State of Colorado
- 1992 Graduate of Colorado Small Business Leading Edge Program
- 1998 Graduate of Colorado Small Business Nxlevel Program
- Ongoing classes thru the Colorado State Division of Real Estate
- Ongoing Educational Classes thru the National Association of Residential Property Managers
- Ongoing Educational Classes thru the Colorado Apartment Association- Fort Collins Chapter
- Awarded the designation from the National Association of Residential Property managers the RMP (Residential Management Professional) and the MPM (Master Property Manager)

### **ORGANIZATIONS**

- Fort Collins Apartment Association: Past President, member in good standing
- National Association of Residential Property Managers (NARPM) Northern Colorado Chapter: Currently the Education Chair and Past President, member in good standing
- NARPM National Instructor: currently teaching property management thru out the United States
- IREM: member in good standing
- Neighbor to Neighbor: Past President
- Community Housing Resource Board: Past Board Member
- Chamber of Commerce: Past Member
- National Federation of Independent Businesses: Member since 1995
- Women's Council of Realtors: Past Member
- Fort Collins Chamber Net Group: Past Member
- Museum of Contemporary Art- Past Board Member
- Poudre Valley Hospital-Annual Giving Committee- Past Board Member
- Homeless Prevention Initiative- Past Board Member
- Poudre Valley Landmark Society- Past Board Member



### COMMUNITY INVOLVEMENT

- Instructed Rent Smart class at CSU
- Instructed Certified Apartment Manager Class
- Instructor of Family Living Class at Poudre High School and Centennial High School
- Volunteer with the Museum of Contemporary Art- Studio Tour
- Volunteer with the Poudre Valley Hospital Foundation
- Instruct a Land lording Class for the City of Fort Collins- ongoing
- Teach Property Management Policy and Procedures for the Colorado Real Estate Commission-on going
- Teach 1, 2 and 3 Hour continuing education courses for the Colorado Real Estate Commission sponsored by NARPM

### Investor References for Beverly Perina

### Bob Kopitski

Box 270886 Ft Collins, CO 80527 (970)493-5421

### Leatha and Luis Robinson

1812 Lakeshore Cir. Fort Collins, CO 80525 (970) 226-8544

### Ron and Tracy Young-Re/Max First

3665 John F. Kennedy Pkwy Ft Collins, CO 80525 (970) 226-3990

## Armadillo Property Management, Inc 521 N Taft Hill Rd Ft Collins, CO 80521

(970) 482-9293 fax (970) 493-1443 Email: bev@rentfortcollins.com

### MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (Agreement) is made this day of
20 by and between (Owner) and Armadillo Property Management, Inc.
hereinafter called (Manager). Agree to the following: WHEREAS, Owner owns that certain real
Property described as
(see attached Exhibit A) hereto and those certain improvements, fixtures, and equipment located

(see attached Exhibit A) hereto and those certain improvements, fixtures, and equipment located thereon (collectively the Property); and WHEREAS, Owner desires to have the Manager manage, operate and when requested renew leases for the Property, and the Manager is willing to perform such services on the account of Owner. NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

### ARTICLE I APPOINTMENT OF MANAGER

**1.1 Appointment.** Owner hereby appoints and employs the Manager as Owner's exclusive agent for certain and specific duties to, supervise, direct and control the management, operation, and leasing of the Property for the term provided in Article II. The Manager accepts said appointment in mutual agreement as to all items listed as part of this Agreement.

### ARTICLE II TERM

- **2.1 Term.** The term of this Agreement shall commence on the day of ,20 . and, unless sooner terminated as herein provided in section 2.2 and 2.3, shall terminate at 5:00 p.m. on day of ,20 ; provided, however, that this Agreement shall be automatically extended for successive two (2) year term unless, at least (30) thirty days prior to the expiration of the initial or any subsequent extended term, Owner shall by written notice, personally, delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to Manager elect to terminate this Agreement as of the expiration of such initial or subsequent extended term hereof.
- **2.2 Termination for Cause.** In the event that Manager or Owner, as the case may be, shall (a) fail or refuse, as a result of any willful or intentional misconduct or gross negligence, to perform any of its material covenants, obligations or duties hereunder or (b) fail to perform any of such covenants, obligations or duties in a manner consistent with the standard of care generally accepted in the industry, the other party hereto shall have the right, upon giving Manager or Owner, as the case may be, written notice to Manager personally delivered or sent by certified or registered mail postage paid, return receipt requested, specifying such failure and a period of thirty (30) days after such written notice during which to cure any such failure, to terminate this Agreement. Additionally, Owner may terminate this agreement upon thirty days written notice to Manager if (a) the Property is sold; however, the Owner shall pay to the Manager liquidated

damages in an amount equal to (3) three times the highest monthly management fee earned by Manager during the twelve (12) month period immediately preceding such termination of this Agreement by Owner (b) Manager is adjudicated a bankrupt, suffers the filing of any involuntary petition in bankruptcy where such petition is not vacated or dismissed within thirty (30) days, or suffers or allows the appointment of a receiver for all or substantially all of its assets where such receivership is not discharged or vacated within thirty (30) days, or (c) all or substantially all of the Property is taken in condemnation or destroyed by fire or other casualty.

- **2.3 Termination Without Cause.** In the event this Agreement is terminated by Owner prior to the first (1st) anniversary of the Commencement Date of the initial term or any subsequent extended term, for any reason other than as stated in Section 2.2, Owner shall pay to Manager I iquidated damages in an amount equal to three (3) times the highest monthly management fee e arned by Manager (as provided in Section 12.2) during the twelve (12) month period immediately preceding such written termination of this Agreement by Owner personally delivered or sent by certified or registered mail, postage prepaid, return receipt requested. This Section 2.3 and any obligation of Owner hereunder shall survive any termination of the Agreement.
- **2.4 Effect of Termination.** Upon the termination of this Agreement, Manager shall render an accounting to the Owner, the Owner shall promptly pay Manager (a) all amounts to which Manager would be entitled hereunder as if the date on which Manager's employment is terminated were the first day of the calendar month immediately succeeding the month in which such termination occurs, and (b) any liquidated damages payable to Manager under Section 2.2 and 2.3, and thereafter, neither Manager nor the Owner shall have any rights, duties or obligations hereunder, except for those indemnities and liabilities set forth in Section 12.9.5 and Article XIV hereof, which shall survive the termination of this Agreement.

### ARTICLE III

### **Duties and Responsibilities of Agency Relations**

Per Colorado Real Estate Commission Form No. LC15-1-03 Exclusive Right to Lease Listing Contact, for all Types of Premises, Landlord Agency.

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 that on the behalf of the Owner, in Owners name and for Owners 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 our connection 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.

**3.1** Brokerage firm, acting through Broker, shall provide brokerage services to Landlord. Broker shall exercise reasonable skill and care for Landlord.

Broker, as Landlord's agent shall promote the interest of Landlord with the utmost good faith, loyalty and fidelity, including, but not limited to:

- (1) Seeking rental rates and terms which are acceptable to Landlord; except that Broker shall not be obligated to seek additional offers to Lease the premises while the Premises are subject to an agreement to Lease the Premises;
- (2) Presenting all offers to and from Landlord in a timely manner regardless of whether the Premises are subject to an agreement to Lease;
- (3) Disclosing to Landlord adverse material facts actually known by Broker;
- (4) Counseling Landlord as to any material benefits or risks of a transaction actually known by Broker;
- (5) Advising Landlord to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker; and
- (6) Accounting in a timely manner for all money and property received.

Broker shall not disclose the following information without the informed consent of Landlord:

- (1) That Landlord is willing to accept less than the stated rental rate for the Premises;
- (2) What the motivating factors are for Landlord to Lease the Premises;
- (3) That Landlord will agree to Lease terms other than those offered;
- (4) Any material information about Landlord unless the disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or
- (5) Any facts or suspicions regarding circumstances which may psychologically impact or stigmatize any real property pursuant to Colorado law.

Landlord shall not be vicariously liable for the acts of Broker that are not approved, directed or ratified by Landlord.

### ARTICLE IV LEASING

**4.1 Leases.** Manager shall advertise the availability for rental of the Property at the expense of the Owner or Resident whichever is applicable; shall display for rent signs thereon; shall sign, renew and/or cancel leases for the Property; shall collect rents for the Property and give receipts therefore; shall maintain records of the rent and other receipts arising from each separate Property; shall terminate tenancies and take all necessary or appropriate steps to accomplish the same; shall qualify Residents by checking past and current landlord reference, credit and criminal background, payment history and employment verification; shall, if necessary, take appropriate steps (including legal action, if needed) to evict Residents and recover possession of the Property; shall (in appropriate cases) sue on behalf of the Owner to recover rents and other sums due from defaulting Residents; and (if appropriate) shall settle, compromise and release

claims or legal actions against defaulting Residents and/or reinstate such tenancies. Manager shall use its standard form leases, as such forms are refined from time to time, and shall not make any lease extending more than one year from its commencement date. Management may collect from Residents all or any of the following: late rent administrative charge, a non-sufficient check charge, utility service, credit report fee and a reassignment fee, to be retained by Manager for those extra administrative duties.

**4.2 Security Deposits.** Manager shall collect an appropriate security deposit for each rental unit, usually equivalent to one (1) month's rent. The Security Deposit and Pre paid rents will be held at Independent Bank, FDIC Insured. Each security deposit shall be placed by Manager in a separate escrow account designated for security deposits, only, which account shall not be available to Manager or Owner for any purpose. Any interest earned on said account shall belong to Manager. Manager shall provide each Resident with an accounting of each security deposit upon the termination or expiration of each lease, in accordance with the Colorado Security Deposit Statute. Manager shall have the right and authority to negotiate, compromise and settle controversies that may arise in such accounting. Upon expiration or termination of this Management Agreement or upon deletion of a Property from the terms hereof, and provided with written authorization from each Resident, Manager shall deliver to Owner or Owner's designated agent all security deposits involved, whereupon Owner shall become solely and separately responsible for the return of such security deposits to said Residents. In the event, Owner shall indemnify Manager against, and hold it harmless from, any claims or demand from the Resident relative to a security deposit actually turned over to Owner by Manager. Unless and until a security deposit or portion thereof has been forfeited by the Resident, Manager may not utilize any such security deposits as a set off against any obligation owed it by the Owner, nor may Owner require that any deposit be credited against an obligation of Owner hereunder.

### ARTICLE V REPAIRS, MAINTENANCE AND REPLACEMENTS

- **5.1 Routine Repairs and Maintenance.** Manager shall maintain the Property in good repair and condition and in conformity with applicable laws, City Code update and regulations and shall make or cause to be made such routine maintenance, repairs and minor alterations, as it, from time to time, deems necessary for such purposes; provided, however, that unless otherwise approved by Owner in the applicable annual budget for the Property, prior written consent of Owner must be obtained if the expense to be incurred for any one item of repair or maintenance exceeds or is reasonably anticipated to exceed 250.00 or if the cost of such unbudgeted items exceed, in the aggregate, in any calendar month, the sum of One Thousand Dollars (\$1000.00). A ny maintenance approved by the Owner shall be paid for in advance with a check, prior to the start of work.
- **5.1.1 Emergencies.** Notwithstanding the foregoing, in the event of an emergency or apparent emergency, Manager may authorize the necessary repairs and incur expense in excess of the cost limitation without first obtaining Owner's prior approval and Manager shall promptly notify Owner of such event as soon as possible thereafter. Owner shall pay for emergency repairs as soon as notified with a check.
- **5.2 Service Contracts and Seasonal Maintenance.** Manager shall make contracts with public utility companies for electric, gas, water, telephone and such other usual services, in the name of Owner. Manager shall enter into such other seasonal service contracts, in the name of Owner, that Manager deems necessary and appropriate for the operation and maintenance of the

Property, including but not limited to, servicing air conditioning and heating maintenance, pest control, parking lot cleaning, snow removal, gutter cleaning, sprinkler startup and shut down, spring and fall landscape clean up, sump pump inspections, routine sewer maintenance and janitorial; provided the costs of such services are reasonable, and provided the term of such contract does not exceed one (1) year and may be terminated with or without cause on not more than thirty (30) days notice. In addition to maintenance service contracts with third parties such maintenance services may be provided by Manager.

### ARTICLE VI BOOKKEEPING AND BANK ACCOUNTS

- **6.1 Books and Records.** Manager shall prepare and maintain, and keep available for inspection by Owner and Owner's appointed representatives, complete and accurate books of account and other records of all transactions related to the Property, including, but not limited to, voucher statements, receipted bills and invoices, and all other records in such form as Owner may reasonably require with respect to all collections, disbursements, correspondence, and other data and documentation, including operating statements, profit and loss statements and operating expenses, and if applicable, comparison of the same to the budgets and balance sheets. Any and all such information, summaries, accounts and records relating to the Property shall be the Property of the Manager and upon termination of the Agreement, copies of the same shall be surrendered to Owner. Manager shall cooperate with Owner's auditors and accountants with regard to review and analysis of such records and preparation of annual audited financial statements.
- **6.2 Bank Accounts.** Manager shall maintain a trustee account for deposit of all funds derived from operation of the Property. All charges, debts, liabilities and expenses incurred for the operation of the Property, as otherwise provided herein, shall be paid by Manager from such account. Manager shall not be required to make any advance or payment to or for the account of Owner or the Property except out of such funds or such additional funds to be provided by Owner, as may be required, and Manager shall have no personal liability or obligation therefore. Owner agrees to advance to Manager all funds necessary for the Manager to operate and manage the Property and otherwise perform Manager's obligations under this Agreement.
- **6.3 Monthly Reports.** Manager shall prepare and deliver to Owner by the tenth (10th) day following Manager's monthly accounting cutoff, a monthly statement of receipts and disbursements for the Property as of the end of the preceding reporting period, together with all other statements concerning operations, including but not limited to, written lease analysis, occupancy statements, rental delinquency statements, budget variance statements, narrative summary of Property operations for the period and such other information Manager or Owner deem appropriate. The statements of receipts and disbursements shall additionally include all costs, expenses, fees, charges, outlays, compensations and commissions paid or payable to Manager hereunder.

# ARTICLE VII INSURANCE

**7.1 Insurance Requirements.** Manager may consult with Owner's insurance representative, regarding the type and amount of insurance advisable for the Property, including but not limited to, comprehensive general public liability insurance, fire insurance with extended coverage,

tornado, hurricane, flood, vandalism, malicious mischief, boiler and rent continuation insurance, and any such other insurance required or appropriate with respect to the Property. Agent shall be covered as an additionally insured on all liability insurance maintained with respect to the Premises. Owner agrees to carry a minimum of \$1,000,000 in liability insurance. Upon specific approval and request by Owner. If the subject property is part of a Home Owners Association, Manager hereby recommends Owner obtain additional insurance to supplement the Home Owners Association master policy.

**7.1.1 Policies and Endorsements.** All insurance policies obtained hereunder shall name Owner, Manager and any others designated by Owner, as **additional insured**, shall be obtained by an insurance company authorized to conduct business in the State of Colorado, and shall contain a provision that the same may not be canceled or materially changed without thirty (30) days prior written notice to Owner and Manager.

# ARTICLE VIII TAXES

**8.1 Real Estate (General and Special) and Personal Property Taxes.** All real estate and personal Property taxes, levies, assessments and similar charges on or relating to the Property during the term of this Agreement shall be paid when due by the Owner, prior to delinquency.

### ARTICLE IX FUNDING

- **9.1 Funding.** Owner agrees to advance to Manager and fund any cash requirements of the Property incurred in connection with Manager's performance of the duties hereunder.
- **9.1.1 Minimum Balance.** Owner shall maintain at all times a minimum balance of \$500.00 for each Property, to ensure that expected repair, maintenance or other expense can be promptly paid. Said sum shall be held with interest, if applicable, and any balance shall be returned to Owner within sixty (60) days after expiration or termination of this Agreement.
- **9.2 Inspection fee.** Owner shall pay to Manager a semi-annual inspection fee of \$75.00 to ensure that Property is in good repair and that there are no unreported maintenance items which could be hazardous and cause peril to Residents.
- **9.3 Mortgages Etc.** If so indicated on Exhibit A as to a Property, Manager shall not pay the Mortgages or Deeds of Trust; Property taxes; hazard insurance; Homeowner's Association fees; and any other special items for which information is given on Exhibit A.
- **9.4 Application of Funds.** Owner and Manager agree that all funds paid by Residents and Owner for the Property shall be applied by Manager in the following, descending order of priority (that is, with the highest priority listed first):
- 1) Management Fee
- 2) Expense Reimbursements to Third Parties
- 3) Expense Reimbursements to Manager
- 4) Minimum Reserve Balance
- 5) Utility Expenses
- 6) Maintenance Expenses

Owner specifically acknowledges that Manager shall have no liability or responsibility whatever for any loss occasioned Owner by the failure to pay one or more of the items listed, if Manager has applied the receipts in the order set forth above.

9.5 Payments by Parties. If the receipts from a Property exceed its expenses, Manager shall send Owner a check for such excess, on a schedule agreed to by the parties. If such receipts are less than the expenses incurred, Manager shall indicate the anticipated deficiency, in which event Owner covenants and agrees to pay the required amount to Manager within ten (10) days after the monthly operating statement is mailed. If either party must undertake legal action to collect an amount owed it by another party, the defaulting party shall be liable for the collection expenses (including court costs, reasonable attorney's fees, costs of discovery, witness fees, and so on) of the non-defaulting party. Any sum owed by one party to the other hereunder shall accrue interest at the rate of eighteen percent (18%) per annum from the date of default until paid in full.

### ARTICLE X EMPLOYEES

- **10.1 Employees.** All personnel employed at the Property shall be bonded and at all times be the employees of Manager. Manager shall have absolute discretion to hire, promote, supervise, direct and train all employees at the Property, to fix their compensations, and generally, establish and maintain all policies relating to employment.
- **10.2 Worker's Compensation.** Manager shall maintain in full force and effect, during the entire term hereof, worker's compensation insurance in the required statutory amounts. In addition, Manager will ensure that all employees, independent contractors and any other persons employed by Manager to work at the Property are covered by Worker's Compensation Insurance in the required statutory amounts.

### ARTICLE XI WAIVER AND PARTIAL INVALIDITY

- 11.1 Waiver. The failure of either party to insist upon strict performance of any of the terms or provisions of the Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.
- 11.2 Partial Invalidity. If any portion of the Agreement shall be declared invalid by order, decree or judgment of a court, the remainder shall not be effected thereby and it is the intention of the parties that in lieu of each term or provision of this Agreement that is invalid, there shall be added as a part hereof a legal, valid and enforceable provision as similar in content to such invalid provision as may be possible.

# ARTICLE XII COMPENSATION OF THE MANAGER

- **12.1 Start-Up Fee and Owner Reserve.** Owner shall pay to the Manager, \$750.00 to include the startup fee of \$250.00 and Owner Reserve amount of \$500.00 prior to any set up to be done on behalf of the Property.
- **12.2 Management Fee.** Owner shall pay the Manager, as its Management Fee, a sum equal to (%) of the Gross Monthly Revenues (as hereafter defined), derived from the operation of the Property, or flat fee of Seventy-five dollars (\$75.00) per month, if the Property is vacant, payable monthly on the 25th day of each month for the preceding reporting period.
- **12.3 Gross Monthly Revenues.** For purpose, hereof, Gross Monthly Revenues shall mean the total of all amounts actually received during the preceding reporting period from rental, charges, income, profits or any source attributable to the Property; provided, however, it shall not include amounts received as security or damage deposits or amounts received as awards upon condemnation, loan proceeds, insurance proceeds, sale proceeds or interest income.
- **12.4 General Maintenance.** Staff employees of Manager pursuant to Article VIII of this Agreement who perform general maintenance and repair on the Property shall be billed at an hourly rate.
- 12.5 Sub-Contractor Administration. To cover costs of administration, in the event it is necessary for Manager to solicit and employ third party subcontractors on behalf of Owner to perform repairs or maintenance at the Property, costs for such third party services shall be billed to Owner at a rate of cost plus ten percent (10%) for all amounts between \$10.00 and \$2,500.00. Manager shall be compensated for construction coordination and administration of jobs with costs in excess of \$2,500.00 as outlined in paragraph 12.6 below.
- **12.6 Construction Coordination Fees.** In addition to the base management fees, Manager can assist the Owner in the bidding, inspection, reporting and coordination of all remodeling and construction which occurs in the Property, including Resident and public areas for the following additional fees:
  - 6% of that portion of the contract price between \$2,501 and \$10,000; plus, an additional 5% of that portion of the contract price between \$10,001 and \$30,000; plus, an additional 4% of that portion of the contract price between \$30,001 and \$100,000; plus, additional
  - 3% of that portion of the contract price above \$100,001.
- **12.7 Application Fee.** Manager may charge a leasing application fee to cover costs of processing all prospective Residents' applications. Said fee is paid by the prospective Resident.
- **12.8** Leasing fees: The following commission shall be payable to Manager with respect to leasing of all or part of the Property:
- **12.8.1** Lease Renewal Leasing Fee. In connection with the renewal of a lease with any existing Resident, Owner shall pay Manager at the time of any Lease renewal 5% of one months' rent.

**12.8.2 New Lease Leasing Fee.** In connection with the leasing of any vacant unit, Owner shall pay Manager at the time of any validly executed Lease, 10% of one month's rent.

### 12.9 Compensation for other services:

- **12.9.1** Coordination of Property information. If the Property goes on the market for sale a coordination fee of \$250.00 shall be paid by Owner to Manager.
- **12.9.2 Multiple copies.** If Owner requests additional copies of end of month statement, Owner will be charged an additional \$25.00 per each report.
- **12.9.3 Additional services.** Should the Owner request the Manager to perform services not included in normal Management, a fee based at \$75.00 per hour may be assess at Manager's discretion after notifying Owner in advance of such a charge.
- **12.9.4 Sale to Current Resident.** If the Owner sells Property to the current Resident, Owner shall agree to pay Armadillo Property Management, Inc. (One Percent) 1 % of the sales price OR \$1000.00 whichever is greater.
- 12.9.5 Funds Received After Termination. If Manager receives any funds on behalf of Owner after this Agreement ends (for example, rent, damages, past due amounts, and others), Manager will deposit those funds in Agent's trust account and will: (a) pay 10% of the funds received to Manager as compensation for services (for example, research, accounting, communicating, and processing) rendered at that time; and (b) pay the balance of the funds to Owner. This provision survives termination of this Agreement.

### ARTICLE XIII ASSIGNMENT

**13.1 Assignment.** Armadillo Property Management, Inc. may assign or transfer this Management Agreement with a 30-day written notice to the Owner of the property.

### ARTICLE XIV MISCELLANEOUS

- **14.1 Applicable Law.** The Agreement shall be construed under and shall be governed by the laws of the State of Colorado.
- **14.2 Warranty of Title.** Owner hereby represents and warrants to Manager that Owner has valid legal title to each Property on Exhibit A and that if more than one Owner exists for a particular Property, either all of such Owners have signed this Agreement or the Owner(s) who has signed it has full authority to sign it on behalf of the non-signing Owner(s).

Owner acknowledges that Manager shall be signing leases as Landlord as an accommodation to Owner. Owner therefore indemnifies Manager against, and agrees to hold it harmless from, any loss, liability, or claim made by a Resident, a Mortgagee, or any other party and arising out of a failure or defect of title by Owner. Owner agrees to notify Manager forthwith after receiving notice of any actual or threatened title defect, such as a pending foreclosure, etc. If Owner sells one or more of the properties to a third party during the term of this Management Agreement,

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

**14.3 Notices.** Notices, statements and other communications to be given under the terms of the Agreement shall be in writing and personally delivered or sent by regular mail:

To Owner:

Phone e-mail

To Manager: 521 N Taft Hill Rd, Ft Collins, CO 80521

Or at such other address as from time to time designated by the party receiving the notice.

**14.4 Representations.** Owner represents and warrants that Owner has full power and authority to enter this Agreement: that there are not written or oral agreements affecting the Property other than Resident leases, copies of which have been furnished to Manager; that the building and its construction and operation do not violate any applicable statutes, laws, ordinances, or the like: that the building does not contain any asbestos, radon, or other toxic or hazardous substances: and that no unsafe condition exists.

**14.5 Building Compliance.** Manager does not assume responsibility for compliance of the Property or any equipment therein with the requirements of any building codes or with any statues, ordinance, law or regulation of any governmental body having jurisdiction, except to notify Owner promptly or forward to Owner promptly and complaints, warnings, notices or summons received by Manager relating to such matters.

Owner represents that to the best of Owner's knowledge the Property and all such equipment comply with all such requirements, and Owner authorizes Manager to disclose the ownership of the Property to any such officials and agrees to indemnify and hold Manager and its representative, 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.

**14.6 Lead Based Paint.** If the Property was built before 1978, Owner will complete and attach to this Agreement an addendum regarding lead-based paint and lead-based paint hazards that will be made part of any lease of the Property. If the Property was built before 1978, federal law requires the Owner (before a Resident is obligated under a lease) to:

- A. Provide the Resident with the federally approved pamphlet on lead poisoning prevention;
- B. Disclose the presence of any known lead-based paint or hazards in the Property; and
- C. Deliver all records and reports to the Resident related to such paint or hazards.

- **14.7 Save Harmless.** Owner shall indemnify, defend, and save Manager harmless from all loss, damage, cost expense, attorneys' fees, liability, or claims for suits, personal injury claims, or property damage incurred or occurring in, on, or about the Property.
- **14.8 Indemnification.** Owner agrees to indemnify, defend and save Manager harmless from any and all claims, losses, damages, suits, liabilities, actions, demand or expenses, including reasonable attorney's fees, to or from Owner or third parties arising in connection with the management, operation and leasing of the Property or the performance or exercise of any of the duties, obligations or powers herein provided other than those arising solely as a result of the gross negligence or willful misconduct of Manager.
- 14.9 Fair Housing. Fair housing laws require the Property to be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, age, or familial status. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, sexual orientation, source of income, immigration status, or age). Owner agrees that Manager has to comply with all fair housing legal requirements at all times. Owner acknowledges that liability for failure to comply with fair housing legal requirements also extends to Owner. Owner agrees to comply with all fair housing legal requirements at all times. Owner shall not directly or indirectly cause Manager to violate any fair housing legal requirements. Owner shall not issue any directive to Manager, take any action, or exercise any discretion if the result would cause Manager to be liable for violation of any fair housing legal requirement. Owner agrees to not limit Manager's ability to comply with all fair housing legal requirements.
- **14.10 Modification.** This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matter. This Agreement may not be modified except by written agreement executed by the parties.
- **14.11 Time is of Essence.** Time of the essence of this Agreement.
- **14.12 Binding Effect.** This Agreement shall bind the parties, their respective heirs, grantees, personal representatives, administrators, successors and assigns.
- **14.13 Attorney's Fees; Jury Waiver.** In the event of any dispute arising hereunder or any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees. The parties agree that any action or proceeding arising out of or in any way connected with this Agreement, regardless of whether such claim is based on contract, tort, or other legal theory, shall be heard by a court sitting without a jury and thus the parties hereby waive all rights to a trial by jury.

THIS AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT ENFORCEABLE BY LAW AND HAS IMPORTANT LEGAL CONSEQUENCES. PARTIES TO THIS CONTRACT SHOULD CONSULT LEGAL COUNSEL BEFORE EXECUTION. EXECUTION BY THE PARTIES ACKNOWLEDGES FULL ACCEPTANCE OF ALL THE TERMS AND CONDITIONS CONTAINED HEREIN

IN WITNESS, WHEREOF, the parties hereto have caused this Agreement to be duly ex	cecutea.
OWNER	
MANAGER:	

This form has not been approved by the Colorado Real Estate Commission. It was Prepared by the Tschetter Sulzer PC, legal counsel for Beverly Ann Perina, Broker/Owner of Armadillo Property Management. It may not be altered other than by completing any blank spaces.

1 The printed portions of this form have been approved, except differentiated additions, by the Colorado Real Estate Commission. 2 (BDA55-8-22) (Mandatory 1-23) 3 THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX 4 OR OTHER COUNSEL BEFORE SIGNING. 5 DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT 7 AGENCY, BUYER AGENCY, SELLER AGENCY, OR TRANSACTION-BROKERAGE. 8 9 **BROKERAGE DUTIES ADDENDUM** 10 TO PROPERTY MANAGEMENT AGREEMENT 11 (Leasing Activities) 12 13 ☐ LANDLORD AGENCY ☐ TRANSACTION-BROKERAGE 14 15 This Brokerage Duties Addendum (Addendum) is made a part of the agreement for the management and leasing of the 16 Property known as 17 (Property), which is dated \_\_\_\_\_\_, between Brokerage Firm and Landlord (Agreement). This Addendum 18 supplements the Agreement. 19 20 BROKER AND BROKERAGE FIRM. 21 1. 1.1. Multiple-Person Firm. If this box is checked, Broker (as defined below) is the individual designated by 22 Brokerage Firm to perform leasing services for Landlord. If more than one individual is so designated, then references in this 23 Addendum to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage 24 relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm, or to any other brokers 25 employed or engaged by Brokerage Firm who are not so designated. 26 One-Person Firm. If this box is checked, Broker (as defined below) is a brokerage firm with only one licensed 27 person. References to Broker or Brokerage Firm mean both the licensed person and brokerage firm who will perform leasing 28 services for Landlord. 29 30 **DEFINED TERMS.** 31 2. 2.1. Landlord: 32 2.2. Brokerage Firm: 33 34 shall act for or assist Landlord when performing leasing activities in the capacity as shown by the box checked at the top of 35 this page 1. 36 37 BROKERAGE RELATIONSHIP. 38 3. 3.1. If the Landlord Agency box at the top of page 1 is checked, Broker will represent Landlord as a limited agent 39 (Landlord's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker will act as a Transaction-40 Broker. 41 3.2. In-Company Transaction – Different Brokers. When Landlord and tenant in a transaction are working with 42 different brokers within the Brokerage Firm, those brokers continue to conduct themselves consistent with the brokerage 43 relationships they have established. Landlord acknowledges that Brokerage Firm may offer and pay compensation to brokers 44 within Brokerage Firm working with a tenant. 45 3.3. In-Company Transaction – One Broker. If Landlord and tenant are both working with the same broker, the 46 parties agree the following applies: 47 Landlord's Agent. If the Landlord Agency box at the top of page 1 is checked, the parties agree the 48 following applies: 49 3.3.1.1. Landlord Agency Unless Brokerage Relationship with Both. Broker represents Landlord 50 as Landlord's Agent and must treat the tenant as a customer. A customer is a party to a transaction with whom Broker has 51 no brokerage relationship. Broker must disclose to such customer the Broker's relationship with Landlord. However, if 52 Broker delivers to Landlord a written Change of Status that Broker has a brokerage relationship with the tenant then Broker 53 is working with both Landlord and tenant as a Transaction-Broker. If the box in § 3.3.1.2. (Landlord Agency Only) is 54

55

checked, § 3.3.1.2. (Landlord Agency Only) applies instead.

56	3.3.1.2. Landlord Agency Only. If this box is checked, Broker represents Landlord as Landlord's
57	Agent and must treat the tenant as a customer.
58	<b>3.3.2. Transaction-Broker.</b> If the Transaction-Brokerage box at the top of page 1 is checked, or in the event
59	neither box is checked, Broker will work with Landlord as a Transaction-Broker. A Transaction-Broker will perform the
60	duties described in § 4 and facilitate lease transactions without being an advocate or agent for either party. If Landlord and
61	tenant are working with the same broker, Broker will continue to function as a Transaction-Broker.
62	
63	4. BROKERAGE DUTIES. Broker, on behalf of Brokerage Firm as either a Transaction-Broker or a Landlord's Agent,
64	will perform the following <b>Uniform Duties</b> when working with Landlord:
65	<b>4.1.</b> Broker will exercise reasonable skill and care for Landlord, including, but not limited to the following:
66	<b>4.1.1.</b> Performing the terms of any written or oral agreement with Landlord;
67	<b>4.1.2.</b> Presenting all offers to and from Landlord in a timely manner regardless of whether the Property is
68	subject to a Lease or letter of intent to Lease;
69	<b>4.1.3.</b> Disclosing to Landlord adverse material facts actually known by Broker;
70	4.1.4. Advising Landlord regarding the transaction and advising Landlord to obtain expert advice as to
71	material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
72	<b>4.1.5.</b> Accounting in a timely manner for all money and property received; and
73	<b>4.1.6.</b> Keeping Landlord fully informed regarding the transaction.
74	<b>4.2.</b> Broker shall not disclose the following information without the informed consent of Landlord:
75	<b>4.2.1.</b> That Landlord is willing to accept less than the asking lease rate for the Property;
76	<b>4.2.2.</b> What Landlord's motivating factors are to lease the Property;
77	<b>4.2.3.</b> That Landlord will agree to lease terms other than those offered;
78	<b>4.2.4.</b> Any material information about Landlord unless disclosure is required by law or failure to disclose
79	such information would constitute fraud or dishonest dealing; or
80	<b>4.2.5.</b> Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the
81	Property.
82	<b>4.3.</b> Landlord consents to Broker's disclosure of Landlord's confidential information to the supervising broker or
83	designee for the purpose of proper supervision, provided such supervising broker or designee will not further disclose such
84	information without consent of Landlord, or use such information to the detriment of Landlord.
85	<b>4.4.</b> Brokerage Firm may have agreements with other landlords to market and lease their property. Broker may show
86	alternative properties not owned by Landlord to other prospective tenants and list competing properties for lease.
87	<b>4.5.</b> If all or a portion of the Property is subject to a lease, or letter of intent to Lease, obtained by Broker, Broker
88	will not be obligated to seek additional offers to lease such portion of the Property.
89	<b>4.6.</b> Broker has no duty to conduct an independent inspection of the Property for the benefit of tenant and has no
90	duty to independently verify the accuracy or completeness of statements made by Landlord or independent inspectors.
91	4.7. Landlord understands that Landlord is not liable for Broker's acts or omissions that have not been approved,
92	directed, or ratified by Landlord.
93	A DESCRIPTION AND DESCRIPTION OF A SERVICE ASSESSMENT AND A SERVICE ASSESSMENT
94	5. ADDITIONAL DUTIES OF LANDLORD'S AGENT. If the Landlord Agency box is checked, Broker is
95	Landlord's Agent, with the following additional duties:
96	<b>5.1.</b> Promoting the interests of Landlord with the utmost good faith, loyalty, and fidelity.
97	5.2. Seeking rental rates and terms that are acceptable to Landlord.
98	<b>5.3.</b> Counseling Landlord as to any material benefits or risks of a transaction that are actually known to Broker.
99	C MATERIAL DEFECTS DIGGLOSURES AND INSPECTION
100	6. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.
101	6.1. Broker's Obligations. Colorado law requires a broker to disclose to any prospective tenant all adverse material
102	facts actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property,
103	the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the
104	Property required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil
105	conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances. Landlord agrees that any tenant may have the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known
106	that any tenant may have the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Property. Broker is not obligated to conduct an independent investigation of the tenant's financial
107	condition except as otherwise provided in the Agreement.
108 109	6.1.1. Required Information to County Assessor. Landlord consents that Broker may supply certain
エリブ	0.1.1. Included initiation to County Assessor. Landiold Consents that Dioker may supply certain

Landlord's Property Disclosure Form. A landlord is not required by law to provide any particular

disclosure form. However, disclosure of known material latent (not obvious) defects is required by law. Landlord

Agrees Does Not Agree to provide on or before tenant signs the lease, a written disclosure of adverse matters

Landlord's Obligations.

110

111

112

113

114

information to the county assessor if the Property is residential and is furnished.

regarding the Property completed to the best of Landlord's current, actual knowledge. Colorado law may require Landlord to disclose certain facts regardless of whether Landlord provides a written disclosure.

- 6.2.2. Lead-Based Paint. Unless exempt, if the improvements on the Property include one or more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Rental) form must be signed by Landlord and the real estate licensees and given to any potential tenant in a timely manner.
- **6.2.3.** Carbon Monoxide Alarms. Landlord acknowledges that, unless exempt, if the Property includes one ns lawfully used for sleeping purposes (Bedroom), an operational carbon monoxide alarm must be installed

122		oom), an operational carbon monoxide alarm must be installed
123	within fifteen feet of the entrance to each Bedroom or in a	a location as required by the applicable building code, prior to
124	offering the Property for sale or lease.	
125		
126	7. ADDITIONAL AMENDMENTS:	
127		
128		
129		
130	Date:	_ Date:
131		
132		
133	T 11 1	
134	Landlord	Landlord
135		
136	D.	
137	Date:	Broker
138		Втокет
139	Dualtanaga Einna'a Namas	
140	Brokerage Firm's Name:	
141		

115 116

117

118 119

120

121

#### EXHIBIT A

1	P	R	? (	$\bigcap$	Œ	וכ	F.	R	7	$\Gamma$	Z	A	T	)	$\Gamma$	)]	R	I	3,5	3	ς	•

To be paid by Owner

**INSURANCE COMPANY:** 

AGENT: EMAIL: PH#: POLICY NO.: TERM AND RENEWAL DATE:

INSURED AMOUNT: DEDUCTABLE: ARMADILLO TO BE NAMED ADDITIONALLY INSURED

To be paid by Owner

### **HOMEOWNERS ASSOCIATION**

NAME OF ASSOCIATION:

CONTACT PERSON PHONE:

**EMAIL** 

To be paid by Owner

### **REAL PROPERTY TAXES**

PARCEL #: SCHEDULE #:

To be paid by Owner

Owner acknowledges that Armadillo Property Management Inc., Shall have no liability for payment of Insurance, Mortgages, Homeowners fees, or Taxes listed hereon. Owner agrees to add Armadillo Property Management, Inc. as additionally insured to the property address. If the Insurance is changed or modified, Armadillo Property Management, Inc. will be notified of the changes.

Owner			
Manager			

Updated 02/2022

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP48-5-04)

### **Lead-Based Paint Obligations of Landlord**

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

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

If any of the disclosure activities identified above occurs after the tenant has provided an offer to lease the Property, Landlord shall complete the required disclosure activities prior to accepting the tenant's offer and allow the tenant an opportunity to review the information and possibly amend the offer

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

Property known as No				
	Street Address	City	State	Zip
Date:		Date:		
Landlord		Landlord	1	



### BILLING OF VACANT RENTAL PROPERTY AGREEMENT

Owner Name or Legal	Business Name_					
Owner Contact, Last N	Name			_ First Nan	1e	
Title	Tel	ephone		Em	ail	
Contact Address					_	
City, State, Zip Code_					_	
Tax Id or Social Secur	ity Number			_		
Management Compan	y Name (if applie	cable)	Armadillo Property	/ Manageme	ent INC	_
Management Compan	y Contact Last N	lame Pe	erina	Fir		
Title_Owner		phone _	970-482-9293	En	accounting@rentfo	rtcollins.con
Contact Address 521						_
City, State, Zip Code_	Fort Collins CO 8	0521				
Billing Address	(same as above)					
City, State, Zip Code _		Fort Co	llins, CO 80521			_
Description of Agr	eement Option	ns				
<b>Automatic Turn O</b>	n Option (AT	<del>(</del> 0)				
As Owner/property manager (			perties, I hereby reques	st service pursu	ant to the Billing of Vacar	nt Rental
Property Agreement under wh	ich Xcel Energy will pr	ovide and l	oill rental unit(s) electric	c and/or gas se	rvice during periods of ter	nant
vacancies, as notified by either						
Owner/Landlord accepts response				-		
vacancy for the attached addre- Xcel Energy in writing of the s					*	· ·
billing may revert to the Landle						
Attn: Landlord Agreement Tea				(		
Lock on Disconnec	et Option					
As an Owner/property manage	er ("Landlord") for the	following p	properties, I hereby req	uest service pu	rsuant to the Billing of Va	acant
Rental Property Agreement. W						
by the Landlord or Tenant at the						
applicable. Owner/Property m						
option may endanger health an service. Failure to notify Xcel I		_				
Payment Charges and/or billin			-			
892-0343) or mailed (Xcel Ene						(
	- 11 1 111					
By signing this Agreement, the	,				0 1	
Agreement. The service is subj to- time in the administration of						
any changes to the Agreement.						iolus ol
any changes to the rigidement	opon written nodec a	J TICCI LIIC.	igj, Landiord may tem.	illiate tills agree		
Owner Name		Date _		Pl	hone ()	_
Owner Signature			Title Owner		Email	
Management Compan	y Name Armadillo	Prop. Mgr	<u><sup>mt.</sup></u> Authorized Si	ignature		
-						
Xcel Energy Form BV	/RP			I	Date Received	
<i>Q</i> •						



# Properties Included in the Billing of Vacant Rental Property Agreement

Owner/Property Manager will select one of the following options to apply during times of tenant vacancy for each of their buildings. Please fax (1-800-892-0343) or mail (Xcel Energy, Attn: Landlord Agreement Team, PO Box 8, Eau Claire, WI 54702-0008) this page with the completed Billing of Vacant Rental Property Agreement. Additional addresses may be included on a separate sheet of paper.

**Automatic Turn On (ATO) Option** – Owner/Property Manager accepts responsibility for payment of utility bills and authorizes Xcel Energy to place the following rental unit(s) electric and/or gas services in the Owner/Property Management name during periods of tenant vacancies.

**Lock on Disconnect (LOD) Option** – Owner/Property Manager agrees that Xcel Energy will disconnect rental unit(s) electric and/or gas service and service will be reconnected when notified by Owner, Property Manager or Tenant. Landlord will be assessed disconnect and connect charges for these facilities as applicable. Owner/Property Manager is advised that unless the facility is properly weatherized for all conditions, the Lock on Disconnect option may endanger health and/or result in property damage.

# **Property Owner Information**

(Please print)

Owner's Name				
Last Name		First Name		M.I.
Mailing Address		City	State	Zip
Owner's Phone (work)	(home)	E-mail		
Rental Property Addresses a	nd Instructions (add add	tional pages if needed):		
Enter one property address per l			hat to do when a	tenant cancels
service. If neither box is selected	·			* <b>-</b>
	Always On*	Turn-Off		⊠ Always On* □ Turn-Off
	<u>×</u>	, rr Lin		Always O Turn-Off
	X			☒ ☐
	X	<b>-</b>		🏻 🗖
	X			
Does owner always pay water? Property Management Info	Yes □No	Authorization		
As the owner of the above refere	enced properties, I authoriz	ze (property manager) <u>Arma</u>	adillo Property Mar	agement, Inc.
to receive information about bille propertie (for which I am the acc	ed utility charges (paid or ι	inpaid, including dates of se	rvice) concernir	
Contact Name_ Perina		Beverly		Α
Last Name		First Name		M.I.
Phone_970-482-9293	Fax 970-492-1443	E-mail Accounting@i	rentfortcollins.com	
Mailing Address_521 N. Taft Hill Ro	ad	City_Fort Collins	State CO	Zip_80521
Delinquency Notification:  By checking "Yes," I understand a tenants at these properties. This Unpaid City utility charges constitute	nd agree that written notion notion notice will be sent on the			
Signature		Date		

Email to: Utilities\_CSD@fcgov.com

Mail to: Fort Collins Utilities Customer Service, P.O. Box 580, Fort Collins, CO 80522-0580





### **Request for Taxpayer Identification Number and Certification**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

	I Name (as snown on your income tax return). Name is required on this line, do not leave this line blank.											
	2 Business name/disregarded entity name, if different from above											
ype. tions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Ch following seven boxes.    Individual/sole proprietor or   C Corporation   S Corporation   Partnership	cert	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):									
	single-member LLC	Exer	Exempt payee code (if any)									
ty p	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partne	rship) ▶	_			_						
Print or type. See Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member of LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its own	is cod	Exemption from FATCA reporting code (if any)									
	☐ Other (see instructions) ▶		(Appli	es to accounts	s mainta	iined outsid	e the U.S.)					
Sp	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's nar	ne and a	ddress (op	tional	)						
See												
0,	6 City, state, and ZIP code											
	7 List account number(s) here (optional)											
Par												
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	0.0	security	number								
	up withholding. For individuals, this is generally your social security number (SSN). However, the sent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	or a	_	-	_							
entitie	es, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	et a										
TIN, la	ater.	or										
	If the account is in more than one name, see the instructions for line 1. Also see What Name	and	yer iden	tification	numb	er						
Numb	per To Give the Requester for guidelines on whose number to enter.		1 _1									
Par	t II Certification											
Unde	r penalties of perjury, I certify that:											
2. I ar Ser	e number shown on this form is my correct taxpayer identification number (or I am waiting for not subject to backup withholding because: (a) I am exempt from backup withholding, or (brvice (IRS) that I am subject to backup withholding as a result of a failure to report all interest longer subject to backup withholding; and	) I have not bee	n notifie	d by the	Inter							
3. I ar	m a U.S. citizen or other U.S. person (defined below); and											
4. The	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	na is correct.										

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tay return. For real estate transactions, item 2 does not apply. For mortgage interest paid

acquisition	or abandonment of secured p	operty, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.
Sign Here	Signature of U.S. person ►	Date▶

### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

# **ACH/Direct Deposit Authorization Form**

Armadillo Property Management

Please Circle One:						
NEW Direct Deposit	CHANGE Direct Deposit	CANCEL Direct Deposit				
1. Payee Information						
Name:						
ivarrie.						
Address:						
Contact Person's Name (if other than payee):						
Tax ID#/SS#:						
Telephone Number:						
Email Address:						
2. Financial Institution Information						
Bank Name:						
Bank Address:						
Name on Bank Account:						
Bank Account Number:						
Nine-Digit Bank Routing/Transit Number (ABA):						
Type of Account: Checking	Savings					
3. Approvals/Authorizations - I certify that the information provided on this form is correct, and I hereby authorize Armadillo Property Management Office of Accounts Payable to electronically deposit payments to the bank account designated above. It is my responsibility to notify APM (acconting@rentfortcollins.com or 970-482-9293) immediately if I believe there is a discrepancy between the amount deposited to my bank account and the amount of the invoice(s) paid. I understand that I must notify APM in writing immediately of any changes in status or banking information. I understand that this authorization will remain in full force and effect until APM has received written notification requesting a change or cancellation and has had reasonable opportunity to act on it, which should take no longer than seven (7) to ten (10) business days.						
Print Name:	Signature:	Date:				
Important Information						
Please return completed form via email: acc	counting@rentfortcollins.com					

### Quality Assurance Standards (QAS)

The following categories contain minimum property standards for properties managed by Armadillo Property Management, Inc. Maintaining property standards will enhance and protect our owners, residents, and the reputation of Armadillo Property Management, Inc. These Quality Assurance Standards (QAS) need to be followed at all times.

### **Exterior Conditions**

Structural—Property is to be structurally sound.

**Roofs and Gutters**—Roofs must be free of leaks and in good repair. Gutters are to be clean and free flowing.

Windows and Locks—All window glass must not be broken or cracked. All windows and window locks must be operational.

**Doors and Locks**—All exterior doors are to be in sound condition and whether tight. All locks are to be re-keyed between occupancies and to be operational at all times.

**Paint**—Siding and trim paint is to remain free of peeling. Any peeling paint on homes built prior to 1978 should be addressed for the possibility of Lead Based Paint immediately.

**Lighting**—Exterior lighting is to be provided on perimeter areas where hazards may exist. All burned out bulbs are to be replaced immediately.

Landscaping, Trees, Miscellaneous Appearance—Landscaping is to be well maintained and at all times provide a neat appearance. Mowing and watering of lawns, trimming shrubs and flowers, and cutting back of trees as may be required from time to time. All personal property, trash receptacles, and disabled cars are to remain out of sight. All debris is to be removed no less than monthly.

### **Interior Conditions**

Heating System—All properties are to be equipped with an adequate heating system meeting local building codes and be in good repair at all times. Defects are to be repaired immediately.

**Electrical System**—All electrical is to remain in good repair and meet local building codes. Any exposed wiring or defective outlets, switches, or fixtures should immediately be repaired.

**Plumbing System**—All properties are to be supplied with hot and cold running water. Plumbing fixtures are to remain free of leaks and be operational, and water heaters should be set to meet local building codes and be equipped with a pressure relief valve.

**Appliances**—All appliances left remaining on the premises are to be maintained in good working order. Defective appliances such as the refrigerator or stove will be repaired or replaced immediately, the dishwasher, microwave or washer/dryer may or may not be repaired or replaced, it depends on what the owner wants to do.

Smoke Detector(s)—Properties are to be equipped with approved and operational smoke detector. Any defects in equipment, including poor batteries, should be repaired/replaced immediately.

Flooring—All flooring materials are to be clean and maintained in good condition at all times. Flooring, including carpet, vinyl, and wood is to remain free of rips, tears, and gouges.

General—Premises are to be clean and free of debris at all times. Property is to be turned over to incoming residents with the highest standard of cleanliness at all times.

Property Address: Dat	e:					
Directions to property from major cross streets						
Management Information: General Information & Property Description						
Type/Style: SFH Duplex Triplex Four-plex Apt. Condo Town home	# of Bdrms Studio 1 2 3 4 5 6 # of Bathsfull3/41/2					
Basement type Full Finished Unfinished Partial Crawl None	Extra Rooms Family room Office Loft Other: Approx finished sq ft.					
Yard Shared Full-use Pets Dog: Yes No Fenced Unfenced Cat: Yes No	Parking/Garage Off-street 1-car 2-car Attached Detached# of openers					
Fireplace Gas Wood Propane None	A/C Central Window-unit Swamp None					
Appliances: Washer/Dryer Color:/ Hookups Coin Owners= None Stove: Color: Electric Gas Propane Vent Hood Yes No Refrigerator Color: Size Restriction Hinge side Left Right Dishwasher Color: Portable Fixed Microwave Color:						
Management Information: Utility Billing Information						
Electric OP TN TP= %	Ave/month: \$ Notes:					
Gas/Propane OP TN TP= %	Ave/month: \$ Notes:					
Water/Sewer OP TN TP= %	Ave/month: \$ Notes:					
Trash OP TN TP= %	Ave/month: \$ Notes:					
Lawn Care Owner Tenant	Notes:					
Management In	formation: Owner bill-paying					
HOA Owner APM	Insurance Co:					
Taxes: Sch # Owner Escrow APM	Agent:Phone: Policy#:					
Mortgage Co: Owner APM	Paid by: Owner Escrow APM					
Maintenance Information: Interior & Exterior Info						
Exterior siding Wood Composite Aluminum Vinyl Siding paint age: Trim paint age:	Interior: Wallpaper: Yes No Age: Wall paint:age: Ceiling paint:age:					
Roof Asphalt Cedar Flat Age:	Carpet:          Vinyl:          Other:					
Maintenance In	formation: Access Locations					
Electrical system Breaker Fuse Panel Location:	Sprinkler System: Clock Location: Vacuum breaker location:					
Crawlspace Access:	Supply line shutoff:					
Maintenance Information: Plumbing/Heating Systems						
Heating System GFA Boiler Elec BB Fuel Source Gas Propane Electric Oil Ignition Electronic Pilot Location: Size: Filter size:	Plumbing System  Water Heater Gas Propane Electric Size 40 gal 50 gal Location: Water shutoff:					
Owner:Phone:						