



**Denver Property Management**  
**303-690-1234**

**Owner Information**

Owner 1 and  Owner 2 info already on file.

Owner 1 Name:  
Owner 2 Name:  
Company Name:

**Contact Information**

Mailing Street Address:  
City:  
State:  
Zip Code:  
Country:

Phone Number:                      Type:  
Phone Number:                      Type:

Email:

**Payment Address**

Use Owner Address for Payments

Addressee Name:  
Payment Street Address:  
City:  
State:  
Zip Code  
Country:



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**Federal Tax Information**

Taxpayer Name:

Use Company Name as taxpayer name.

Taxpayer ID:

Valid Formats are: xxx-xx-xxxx or xx-xxxxxxx

Send 1099.

**Accounting Information**

Consolidate Checks. (Recommended: All bills and rent on a single check)

Hold Payments. (Your money is in a trust account, which is very difficult for creditors to access. We can hold the proceeds for you. If marked, we do **not** assume creditors are lurking or foreclosure is pending.)

Default Check Memo:

Owner paid by ACH (Recommended: Automatic Clearing House, Electronic Funds Transfer. If not checked, owner is charged a \$5 check processing fee per paper check.)

Bank Routing Number:

Bank Account Number:

This is a Savings Account

**Owner Packet**

Send via Email. The owner's packet will include the Owner Ledger Statements.



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**Rental Property Information**

Street address:  
City:  
County:  
State: Colorado  
Zip Code:

**Property Information**

Special Instructions:  
Is the property vacant?  YES  NO  
Property Availability Date: \_\_\_\_\_  
If occupied, please provide the Lease (if applicable), name and phone # for the tenant/owner so that we can schedule showings.  
Occupied by: \_\_\_\_\_ Phone # \_\_\_\_\_ Email: \_\_\_\_\_  
Showing Times:  
Starting Rent:  
Minimum Rent:  
Heated Square Footage  
# Bedrooms  
# Bathrooms  
Year built  
Age Restriction:  
Pet Policy:  
HOA (Home Owner's Association) Phone Number:  
HOA Tenant Approval Required?  Yes  No  
Site Manager (name and/or phone number):  
HOA email:  
**Lawn Mowing While Vacant:**  
 Managed by Denver Property Management (owner will be billed) or  Managed by Owner or  HOA  
**Snow Removal While Vacant:**  
 Managed by Denver Property Management (owner will be billed) or  Maintained By Owner or  HOA



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What day(s) are trash pickup? \_\_\_\_\_

Any special instructions? \_\_\_\_\_

**Gated Community:**  Yes or  No

Entrance Gate Code:

Alarm Code:

Lockbox Code:

Garage Code:

Mail Box Number:

Tennis Court Code:

Gym Code:

(Not Recommended) Property is rented "As Is"- No repairs are going to be made.

(Not Recommended) Appliances "As Is"- No repairs are going to be made.

EQUIPMENT Included:

Microwave:

Stove:  Electric or  Gas

Refrigerator:  Icemaker or  Water Dispenser  none

Dishwasher:

Washer

Dryer:  Electric or  Gas

Washer/Dryer Hookups Only  Electric or  Gas

Garbage Disposal

Ceiling Fans # \_\_\_\_\_  Blinds # \_\_\_\_\_

Garage Remotes: # \_\_\_\_\_

Mail Box Keys: # \_\_\_\_\_

Carbon Monoxide Detectors # \_\_\_\_\_

Any Warranties or Insurance Information on home or appliances:

Owner will rent to persons with HUD Section 8 Vouchers  YES or  NO

Desired Sales Price "Net to Owner":

Other:





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**Marketing Information**

Marketing Title:

Description: (Detail the house. Use happy vibrant words and complete sentences. Describe the schools, the parks, floor plans –ranch, tri-level etc, local shopping and traffic.)

Schools:

**Utility Company Information:**

Electric: \_\_\_\_\_ Phone#: \_\_\_\_\_ Average Bill? \$ \_\_\_\_\_ /month

Water: \_\_\_\_\_ Phone#: \_\_\_\_\_ Average Bill? \$ \_\_\_\_\_ /month

Other: \_\_\_\_\_ Phone#: \_\_\_\_\_ Average Bill? \$ \_\_\_\_\_ /month

**Attachments:**

- I have emailed or texted a photo of my **driver’s license** to the property manager.
- I have emailed **photos of the property**, which I want used in the advertisements.
- I have emailed a copy of the **existing lease** to the property manager.
- I have emailed a copy of the **HOA rules** to the property manager



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**Property Management Agreement**

**PREFACE:** Denver Property Management does not manage hazardous properties. This agreement is VOID if you have knowledge of or reports of hazardous materials in the property. Also, the brokerage represents the owner as an agent. By signing this agreement, you affirm that you do not have any knowledge or reports of hazardous material in the subject property, and that you have read and understand the Lead-Based Paint obligations of owners and the Brokerage Relationships Definitions available through the Colorado Department of Regulatory Agencies.

THIS AGREEMENT made and entered into (date) \_\_\_\_\_ (also known as the anniversary date), by and between (list legal names and corporate titles if applicable of all Owners as recorded on title)

1.  
2.  
hereafter referred to as "OWNER" and "VAN DER JAGT REALTY, LLC", doing business as, "Denver Property Management", hereinafter referred to as "MANAGER", WITNESSETH: For and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**EXCLUSIVE RIGHT TO LEASE AND MANAGE:** The OWNER hereby employs the MANAGER exclusively, giving the MANAGER the exclusive right to Lease and Manage under the terms and conditions as set forth for the OWNER's property commonly described as:

Street address:  
City:  
County:  
State: Colorado  
Zip Code:

It is understood and agreed that the MANAGER is the sole procuring cause of any lease, written or oral that may be negotiated after this agreement, even if said lease may have been negotiated either directly or indirectly by the OWNER.

**TERM:** It is mutually agreed by and between the parties that this Property Management Agreement shall be binding upon the parties' successors, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of this paragraph. This agreement is entered into by the parties hereto for not less than a period of twelve months (TERM) and automatically renews for the same TERM on each yearly anniversary date.

**CANCELLATION GENERALLY:** Both parties may cancel this agreement with written notice sent to the address of record, billing or mailing address of the other party not less than 30 days before the expiration of the TERM. MANAGER reserves the right to cancel this agreement immediately if MANAGER deems owner's action(s) or inaction(s), as it pertains to this agreement, the property or the tenant, is unsuitable, illegal,



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unethical or otherwise in conflict with the interests, operations or legal considerations of the MANAGER.

**CANCELLATION BY OWNER:** In the event MANAGER is unable to lease OWNER's property within 60 days of the property being in "rent ready" condition, in MANAGER's sole professional opinion, OWNER may cancel this agreement without penalty, so long as cancellation is in writing. Property will be assumed to be in "rent ready" condition, unless MANAGER notifies OWNER otherwise in writing. Should owner choose to cancel this agreement before MANAGER has had a 60 day opportunity to lease the property, while the property has been in rent-ready condition, OWNER shall pay a cancellation fee of \$250 to offset MANAGER's stipulated marketing and other expenses.

**In other cancellation circumstances, either (1) or (2) below shall apply.**

1. If the property was occupied upon initiating this agreement with MANAGER and MANAGER has managed the property for a full TERM or more prior to cancellation, there is no cancellation fee. Otherwise, OWNER shall pay MANAGER a cancellation fee of 50% of one month's market rent, whether or not the property is occupied at the time of cancellation.
2. If the property is vacant upon initiating this agreement with MANAGER, and provided that MANAGER has leased the property at least one time, there will be no cancellation fee incurred by OWNER, should OWNER choose to cancel Agreement.

**MANAGEMENT COMPENSATION:** In consideration of the services to be rendered by the MANAGER, the OWNER agrees to pay the MANAGER any and all of the following forms of compensation as may be applicable. The services offered under both plans are the same.

(Fill in the "O" to select either Payment Plan A or Payment Plan B.)

Payment Plan A: "COST SHARING": **Effective annualized cost: 8.38%.\***  
(\*Assumes an average rent of \$1000, no tenant turnovers, maintenance, evictions or other fees.)

A. MANAGEMENT FEE:  
**\$40 per calendar month-** from the date of this Agreement.

B. LEASING FEE:  
**100% of one month of market rent.**

Payment Plan B: "AMORTIZED": **Effective annualized cost: 14.167%\*.**  
(\*Assumes no tenant turnovers, maintenance, evictions or other fees.)

A. FOR MANAGEMENT:  
**10% percent of gross market rent receivables for each month on an accrual basis.**  
OWNER may receive funds via direct deposit from MANAGER at no additional charge.

An additional \$5.00 per month check preparation, printing and mailing fee applies if OWNER requests a check to be mailed, instead of receiving funds via direct deposit.

B. LEASING FEE:  
**50% of one month of market rent.**



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**Additional terms for both Plan A and B:**

- C. MANUAL LEASE RENEWALS/RENEGOTIATION/TRANSFERS: OWNER shall pay \$100.00 upon each manual lease renewal, re-negotiation, or transfer of a lease. Our leases also include an automatic 5% annual rent increase provision, however, the owner must discuss enforcement of this increase and request its application in writing within 30 days of the lease expiry or it is waived. **These automatic lease provisions are free.**
- D. POSTING ON THE MLS: The MANAGER may post the property on the MLS and other listing services for sale and/or Rent.
- E. FOR SALE TO TENANT: If a sale or exchange of the managed property is effected to a tenant who occupies the property during the term of this agreement, or anyone acting on the tenant's behalf, MANAGER shall be considered the procuring cause of such sale and Manager shall be paid a commission of three percent (3%) of the gross sales price or \$3,000, whichever is greater, upon the close of the transaction. This provision for sales commission shall survive any termination of this agreement.
- F. FOR SALE TO OTHERS: If a sale or exchange of the managed property occurs during the TERM, MANAGER shall be considered the procuring cause of such sale if MANAGER participates in the scheduling, marketing, or negotiating and Manager shall be paid a commission of three percent (3%) of the gross sales price or \$3,000, whichever is greater, upon the close of the transaction. If the services of a selling agent are used, then the seller agrees, to pay the cost of the cooperating selling broker, but not more than 2.8% of the gross purchase price. This provision for sales commissions shall survive any termination of this agreement by 90 days.
- G. MAINTENANCE: MANAGER may accept and negotiate vendor discounts. Most vendors provide a 20% discount, payable to Denver Property Management. If the vendor does not provide discounts, MANAGER reserves up to 25% yield on related work orders.

**MANAGEMENT AUTHORITY**: The OWNER expressly grants to the MANAGER herein the following authority:

- A. Full management and control of said property with authority to collect all rent and other monies and securities from tenant in property and issue receipts thereof. The OWNER shall be responsible for and shall reimburse, or pay in advance as requested by MANAGER, any third party expenses incurred or to be incurred by manager pursuant to this Agreement no later than two weeks (15 days) after the date on the invoice (here after referred to as "Net 15").
- B. To prepare and negotiate new leases, renewals and terminations of existing leases as deemed appropriate by MANAGER. MANAGER is authorized, for and on behalf of OWNER, to execute leases, disclosures and lease renewals.
- C. To provide for any and all negotiating and contractual arrangements (in the name of the Owner) by the MANAGER's maintenance division or independent contractors for any and all repair services deemed necessary by the OWNER and/or the MANAGER, and to pay the MANAGER's maintenance division or independent contractors for these services, repairs and improvement from the OWNER's funds. Except during emergencies, or under other extenuating circumstances, for each improvement or repair that is estimated to exceed \$500.00 (amount here after referred to as the "MAINTENANCE LIMIT"), OWNER's approval shall be sought, but written approval is not necessary. The OWNER shall maintain a "MAINTENANCE RESERVE" with the MANAGER equal to the MAINTENANCE LIMIT.
- D. To serve legal notices upon tenant and to prosecute in the name of the OWNER, or in the name of the MANAGER, and at the OWNER's expense legal actions to evict tenants, recover rents and terminate tenancies, employing for these purposes a reputable attorney. Such attorney shall be deemed to be the attorney



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of MANAGER, and OWNER hereby specifically agrees that MANAGER may use said attorney as MANAGER's attorney in any dispute between OWNER and MANAGER. OWNER acknowledges and agrees that any communication between OWNER and attorney shall not be deemed to be an attorney/client communication in any action between the OWNER and MANAGER. OWNER further authorizes the MANAGER to compromise and settle claims on the OWNER's behalf as may be necessary in the MANAGER's judgment. OWNER acknowledges that should a legal action against a tenant require a court appearance by OWNER, MANAGER shall NOT appear on behalf of OWNER, unless allowed by the court, and MANAGER shall not appear without additional reasonable compensation for the time and resources said appearance may require.

E. The OWNER agrees that MANAGER, without accounting to Owner, may collect from tenant or vendors additional management fees, late fees, application fees, accrued interest, discounts, and other similar administrative fees paid by tenant or vendor to MANAGER and that these fees are the property of the MANAGER to offset the MANAGER's expenses in enforcing the respective lease and maintenance provisions. Funds collected shall be first applied toward: legal fees, court cost, NSF fees, outstanding invoices, rent and lastly to additional rent and/or other fees. If the tenants do not pay these fees, manager may deduct these fees from the tenant's security deposit and/or last month's rent. As a final resort, MANAGER may deduct these costs from the MAINTENANCE RESERVE and garnish future rents.

F. The OWNER agrees that any and all repairs shall be paid from (1) OWNER's monies held by MANAGER and (2) in the event no such account exists or said account has insufficient funds to cover the repair(s) MANAGER may deduct the cost of the maintenance order from the OWNER's current or expected rent draw.

G. The OWNER agrees that in the event a repair exceeds the amount of rent, OWNER shall pay MANAGER the full balance owed on a Net 15 basis. There shall be a \$30 late fee and interest shall accrue on late payments at 18% per annum from the date of the invoice.

H. Interest received on the MANAGER's Trust or other Account, (if any) shall belong to the MANAGER to assist in offsetting the expenses of maintaining the trust account or may be donated to a Colorado non-profit. OWNER agrees that MANAGER may require releases from all parties in the event of a controversy before dispersing trust funds.

**MANAGEMENT RESPONSIBILITIES:** The MANAGER agrees to accept the following responsibilities:

A. To use due diligence in the management of the premises for the period and upon the terms herein provided, and agrees to furnish the services necessary to lease, account for monies, and otherwise manage the herein described premises in good faith.

B. MANAGER will make every reasonable effort to collect rent when and as it becomes due. OWNER hereby authorizes manager to employ collection agencies to assist in the collection of any outstanding tenant debt due. However, MANAGER does not guarantee the payment of rents by the tenant.

C. To advertise the premises when vacant, and just before becoming vacant, using the MANAGER's currently advertised marketing campaign. OWNER shall have the right to limit advertising exposure at any time provided however, that owner modifies, reduces or discontinues advertising by written request.

D. To pay third party vendors from OWNER funds, property expenses as soon as funds are available to manager to pay said vendors; and to render monthly statements of receipt, expenses and charges and to remit to OWNER receipts less disbursement. In the event the disbursement shall be in excess of the rents that are collected by the MANAGER, the OWNER hereby agrees to pay such excess Net 15 of the demand by the MANAGER. If in the MANAGER's sole discretionary judgment, it may be necessary or proper to reserve or withhold OWNER's funds to meet obligations which are or may become due (including without limitation, the Managers compensation) thereafter and for which current income will not or may not be adequate, MANAGER



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may do so.

E. MANAGER owes no duty to vet vendors and assumes no responsibility or liability for services rendered by third party vendors or independent contractors. MANAGER acts purely at the direction of the OWNER when MANAGER submits an order to said vendors to make repairs.

F. To deposit all receipts collected for OWNER (less any sums properly deducted or otherwise provided herein) in a Trust Account separate from MANAGER's personal account or into the owners account net 30. However, MANAGER will not be held liable in the event of bankruptcy or failure of a depository and shall not be liable for bad checks, reversed tenant checks, or money not collected. OWNER understands and agrees that rental disbursement will not be made until tenant funds have cleared MANAGER's bank, and if the funds cleared the MANAGER's bank, but are later reversed, MANAGER may reverse the OWNER disbursement without recourse or notice.

G. Provide for authorized individuals to inspect the property as deemed necessary by MANAGER and to provide security deposit evaluations at the time of a tenancy.

**OWNER OBLIGATIONS:**

The OWNER shall

- A. act in good faith;
- B. provide accurate data for and descriptions of the premises;
- C. provide and bear the cost of providing all keys and lockboxes to the premises;
- D. pay MANAGER invoices on a net 15 basis.
- E. pay taxes on the net income derived from the rental property.
- F. to the best of the OWNER's ability, pay all bills necessary to keep the property.
- G. Monitor utility payments and keep manager informed of delinquent accounts.
- H. notify the MANAGER within 10 days, if the property is in default on any obligation effecting the property (ex. Mechanic's bills, mortgage, home owner association dues, utilities.);
- I. In the event of a breach of this agreement, due to OWNER's financial insolvency or otherwise, the MANAGER may accelerate all fees due through the balance of the agreement and OWNER hereby assigns to manager all rents on the subject property as security for the obligations described herein, which may be deemed as continuing beyond the ownership and control of the OWNER.
- J. Although none currently exist, OWNER agrees that if any environmental hazards arise, the owner takes full responsibility for all costs in removing such hazards, including mold, methamphetamines, lead-based paint, asbestos, etc.
- K. It is the OWNER's obligation to vet vendors or object to vendors provided through the use of any list.
- L. OWNER shall carry sufficient Liability and Home Owner Insurance.
- M. OWNER shall comply and make the premises comply with all laws, ordinances and codes, including the Americans with Disabilities Act.

**AGENCY AUTHORIZATION:** OWNER hereby appoints MANAGER and its agents full power and authority to do and perform every act necessary for the specific purpose of eviction and/or collection of unpaid rents in regard to the subject property as fully as Owner might or could do if personally represented with full power of substitution and revocation, hereby ratifying and confirming all that said substitute (MANAGER) shall lawfully do or cause to be done by virtue hereof. Owner hereby grants MANAGER the right to enter the property at any time manager deems necessary.

**INDEMNIFY, SAVE AND HOLD HARMLESS- HOMEOWNERS POLICY:** As a material element of this contract and critical to the pricing provided by the vendors and MANAGER, the OWNER, expressly and



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specifically negotiated and agrees to hold the manager, its agent, contractors, and employees, harmless from all damage suits or claims in connection with the management of said property, and from all liability for injuries to person or property suffered or sustained by any person whomsoever, and to carry, at OWNER's own expense, public liability insurance (homeowners insurance) in sufficient amounts to protect the interest of parties hereto, which policies shall so be written to protect the MANAGER in the same manner and to the same extent as the OWNER. Owner shall carry liability insurance. OWNER agrees to indemnify MANAGER for any damages suffered as a result of any lapse in or failure by OWNER to maintain insurance coverage. If damages are to be imposed against MANAGER or jointly against MANAGER and OWNER, then MANAGER shall not be liable whatsoever in excess of \$100.

**ATTORNEY FEES:** The OWNER and the MANAGER do hereby agree that in the event that legal procedures are necessary to enforce any provision of this agreement that the prevailing party shall be entitled to recover or receive an award for their reasonable legal fees and court costs.

**WAIVER OF JURY TRIAL:** The parties hereby waive their right to a jury trial on any issue arising from the subject matter of the Agreement regardless of whether or not the cause of action is a tort or contract action. The parties specifically agree that all issues arising out of their relationship shall be resolved by a Judge sitting without jury.

**NOTICES:** For purposes of this Agreement all notices required herein shall be deemed to have been served upon the other party when electronically mailed or otherwise mailed to the corporate address of record or the billing address.

**OWNERSHIP:** The OWNER hereby represents and warrants to MANAGER that the OWNER represents 100% ownership in the fee simple title to the property and is fully authorized and fully competent to enter into this agreement as a binding enforceable agreement controlling the subject premises. OWNER swears that it has full right, power and authority to engage and appoint the Manager for the purposes and consideration herein set forth and to enter into this agreement. If multiple persons or entities are owners of title, either jointly or in common, for purposes of dealing with the MANAGER, a communication to one owner or from one owner shall be deemed to have been to or from all owners. All future documents may be signed by only one owner of record, and all owners agree it will be binding against all owners jointly and severably.

**FORECLOSURE PROCEEDINGS, ASSIGNMENT OF RENTS:** In the event the property becomes subject to a lien or foreclosure proceedings and/or a bank, condominium or homeowner's association or mortgagee exercises any right to an assignment of rent they may have, OWNER agrees that MANAGER shall comply with any court order and/or at MANAGER's discretion disburse rent monies to the requesting party based on advice of MANAGERS legal counsel. If any of the aforementioned occurs, OWNER gives MANAGER the full right and authority to disburse the security deposit and/or advance rent, if any, held by MANAGER to ANY party including the TENANT even if the TENANT is still residing on the premises or owes rent.

**AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS (ACH CREDITS/DEBITS)**

Owner(s) hereby authorize DENVER PROPERTY MANAGEMENT, hereinafter called COMPANY, to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error and to the account indicated in the owner(s) accounting information section, hereinafter called DEPOSITORY, and to credit and/or debit the same account. This authority is to remain in full force and effect until COMPANY has



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received written notification from an owner of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

This agreement and its accompanying attachments indicated on p. 6 comprise the complete agreement. Any changes must be in writing.

OWNER(s) SIGNATURE(s) \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_

MANAGER's SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SAMPLE COPY SAMPLE COPY SAMPLE COPY SAMPLE COPY S