Eclipse Property Management & Real Estate

609 Main Street (Main Office) • Alamosa, CO 81101
(719) 581-7368

1. Property Management Agreement

1.1 OWNER & AGENT

In consideration of the covenants herein contained, **<<Owner Name(s)>>** (“Owner”) and **<<Company Name>>** (“Agent”) agree as follows:

1.2 EXCLUSIVE PROPERTY MANAGEMENT

The Owner hereby employs the Agent to exclusively rent, advertise, lease, operate, maintain, and manage the property located at and known as **<<Property Address>>** Multiple Properties which consists of Number of Units unit(s) (“Premises”).

Agent represents owners only. Agent never represents tenants or applicants and treats every tenant and applicant as a customer, giving them the written disclosure Colorado law requires.

Owner consents to Agent's brokers and staff, including the Employing Broker, sharing Owner's confidential information among themselves as needed to manage the Premises and to supervise. Everyone at **<<Company Name>>** who receives that information will keep it confidential, except where disclosure is required by law, including disclosure of adverse material facts to tenants. The Employing Broker remains responsible for supervising all brokers and staff, who work as a team to provide property management services.

This Agreement is with **<<Company Name>>** ("Agent"), the company, and not with any individual broker or employee. If a broker leaves **<<Company Name>>**, this Agreement stays with **<<Company Name>>**.

The Brokerage Duties Addendum, which is part of this Agreement, names each broker designated to work with Owner. Agent designates its property management brokers as a group, and the Addendum lists them by name. Designations can change without amending this Agreement, and Agent may limit Owner's designation to one or more specific brokers. Agent will give Owner written notice whenever a designated broker is added or substituted, as Commission Rule 6.6 requires, and will also tell Owner in writing when a designated broker leaves. Owner may ask at any time who is currently designated. The Addendum's statement that the brokerage relationship exists only with designated brokers concerns which brokers owe Owner duties. It does not change that this Agreement is with **<<Company Name>>**.

1.3 TERM

The initial term will begin on **<<Management Start Date>>**, and will terminate on **<<Agreement Termination Date>>**. The term of this Agreement shall be automatically renewed for additional periods as described in Section 1.4 unless otherwise terminated in accordance with this Agreement.

Agent will not begin providing services under this Agreement until Owner and Agent have both signed it.

1.4 ANNUAL RENEWAL

After the initial term, this Agreement automatically renews. The first renewal term begins on the day following the initial termination date and ends on the next December 31. Each renewal term after that begins January 1 and ends December 31, and this Agreement continues renewing for successive one-year terms until terminated in accordance with this Agreement.

Either party may terminate this Agreement at any time by giving the other party ninety (90) days' written notice.

The Management Fee and all other fees continue to accrue and are payable through the end of the notice period. The Closeout Fee in Section 2.10 applies, except as stated there.

By way of example, if the initial term begins April 1, 2027 and ends March 31, 2028, the first renewal term runs April 1, 2028 through December 31, 2028, and the next runs January 1, 2029 through December 31, 2029. If the initial term begins April 1, 2027 and ends December 31, 2027, the first renewal term runs January 1, 2028 through December 31, 2028. These examples are for illustration only; if an example conflicts with the text above, the text above controls.

By initialing below, you acknowledge and agree to the terms in Section 1.

X_____
Initial Here

2. Compensation, Fees, & Reserve Funds

2.1 SETUP FEE

The fee paid to Agent to set up a new Premises not currently under management by Agent is $Setup Fee. The Setup Fee is earned when Agent performs the setup work for the Premises and is not contingent on the duration of management.

The Setup Fee compensates Agent for the one-time work of bringing the Premises under management, including entering the Premises into Agent's systems; collecting existing leases, tenant records, and security deposits; obtaining records from any prior manager; and setting up utility and vendor billing. Because this work occurs once, it is not part of the Management Fee.

2.2 ADVERTISING FEE AND WALKTHROUGH VIDEO

Owner shall pay Agent an Advertising Fee of $100 per vacancy, per Premises, earned when the listing for that vacancy is first published. The Advertising Fee is Agent's compensation for preparing, posting, managing, and syndicating the listing. Agent pays the charges of the listing and syndication platforms it uses out of the Advertising Fee. Because those platform charges change from time to time, the Advertising Fee is a flat fee that does not vary with Agent's cost, and Owner consents to Agent retaining any portion of the Advertising Fee that exceeds those charges.

Walkthrough Video:

If Owner chooses to include a property walkthrough video, Owner shall pay Agent $250 for each unit or unit type a video is created for.

A walkthrough video lets prospective tenants view the unit remotely, which is most useful for applicants relocating from outside the area and for units marketed before the current tenant moves out. The video can often be reused for later vacancies.

2.3 TENANT PLACEMENT FEE (LEASE FEE)

Owner agrees to pay the Agent a tenant placement fee (sometimes referred to as a leasing fee) of $Tenant Placement Fee ("Tenant Placement Fee"). This Tenant Placement Fee shall be paid anytime a new tenant signs a long-term lease for each unit of the Premises. For purposes of this Section, a long-term lease is a lease with a term of six (6) months or longer.

The Tenant Placement Fee compensates Agent for placing a new tenant, including preparing and executing the lease, conducting the move-in meeting, and setting up utility accounts and billing for the new tenancy. It is a flat fee because that work does not vary with the amount of rent. It is separate from the Advertising Fee in Section 2.2.

The Tenant Placement Fee is not charged if the previous Tenant of the Premises paid an early termination fee under the lease, because that fee covers the cost of placing the replacement tenant.

2.4 LEASE RENEWAL FEE

Owner shall pay a lease renewal fee of $Lease Renewal Fee ("Lease Renewal Fee"). This Lease Renewal Fee shall be paid anytime an existing tenant signs a lease for a renewal term not previously covered in a prior lease.

The Lease Renewal Fee pays for the work of renewing a current tenant: preparing and signing the renewal lease, reviewing utilities, and answering the tenant's questions about renewing. It is less than the Tenant Placement Fee because a tenant who has lived in the Premises for at least a year needs less onboarding.

2.5 MANAGEMENT FEE

The Owner shall pay the Agent for Agent's property management services as described in this Agreement a monthly management fee of Management Fee% of the gross monthly rent collected for each unit of the Premises ("Management Fee").

The minimum monthly Management Fee per unit is $Minimum Management Fee (including units that are: vacant, delinquent, being remodeled, etc).

The minimum applies because Agent's work on a unit continues whether or not rent is collected, including marketing, showings, turnover, and collections, and because Agent's cost to manage a unit does not decrease when the rent is lower.

Gross rent shall not include any Tenant Fees collected as described in Section 2.13, below. Any additional amounts due to Agent or any refunds payable by Agent shall be paid within sixty (60) days after determination of such additional amounts due or of such refunds due.

2.6 MAINTENANCE MARKUP FEE

Agent charges Owner seven percent (7%) of each third-party vendor invoice for work on the Premises, up to a maximum of seventy dollars ($70) per work order. Owner consents in advance to Agent assessing and receiving this compensation.

The Maintenance Markup Fee compensates Agent for coordinating maintenance, including receiving and assessing repair requests, meeting the repair deadlines Colorado's warranty of habitability sets (Section 3.6), scheduling vendors and tenant access, and reviewing invoices before payment. It is a percentage of each invoice because that work grows with the amount of maintenance a property needs, so properties that need more maintenance carry more of the cost. The $70 cap keeps the fee modest on large repairs.

2.7 INSPECTION FEES

Owner shall pay Agent $97 for each additional inspection Owner requests, and $97 for each pre-move-out walk-through, as described in Section 4.19. The tenant is not charged for a pre-move-out walk-through.

The inspections listed in Section 4.18 are included in the Management Fee. The pet inspection fee in Section 4.18 is charged to the tenant under the lease, not to Owner, and is handled as described in Section 2.13.

Colorado law requires the landlord to conduct a pre-move-out walk-through when a tenant requests one (§ 38-12-103(1.5), C.R.S.). Because it is the landlord's legal duty, Agent does not charge the tenant for it, and the fee is charged to Owner instead (Section 4.19). Each additional inspection Owner requests includes a visit to the Premises and a report with photos (Section 4.18).

2.8 MASTER LIABILITY INSURANCE CHARGE

If Owner is enrolled in Agent's Master General Liability Insurance under Section 8.3, Owner shall pay $15 per unit per month: $10.54 for the insurance and a $4.46 administration fee to Agent. Section 8.3 explains when Owner is enrolled and how Owner can opt out without charge.

After Owner's insurer pays a claim, it may choose to pursue others involved with the Premises to recover what it paid, even when they were not at fault. This is called subrogation. Section 8.5 waives that right against Agent, and naming Agent as an additional insured on Owner's liability coverage extends that coverage to claims made against Agent. If Agent is not named, Agent's master policy provides that liability coverage instead, and the administration fee covers Agent's cost of verifying coverage and administering the program. Owner avoids this charge by naming Agent as additional insured on Owner's own policy.

2.9 SALE COORDINATION FEE

Owner shall notify Agent at least thirty (30) days before listing the Premises for sale. Agent agrees to work with and share necessary information with Owner's sales listing agent and any buyer's agents as necessary. Owner agrees to pay Agent an additional $ Sale Coordination Fee per month, per unit, while the Premises is listed for sale.

While the Premises is listed for sale, Agent provides reports and tenancy information to buyers and their agents, schedules showings with the tenant, and assists with the documents the sale requires, including reviewing estoppel statements. Agent does not sell real estate and receives no commission on the sale, so this fee compensates Agent for that work. It does not include the work of ending management, which is covered by the Closeout Fee in Section 2.10. The fee is waived for a partner brokerage because Agent is compensated through the referral fee described below.

No Sale Coordination Fee is due if Owner lists the Premises with a brokerage on Agent's current Partner Brokerage list, which Agent maintains and provides to Owner on request. Agent may receive a referral fee from a partner brokerage under a written cooperative brokerage or referral agreement. Before referring Owner to a partner brokerage, Agent will disclose in writing the name of the brokerage and any compensation Agent expects to receive from the referral.

2.10 CLOSEOUT FEE

Agent earns its compensation for a lease when Agent procures the tenant and the lease is signed. Agent collects that compensation monthly, as part of the Management Fee, over the term of the lease. If this Agreement ends for any reason before a lease in place has expired, including because Owner sells or transfers the Premises, the uncollected portion is due at termination as the Closeout Fee: an amount equal to the Management Fee for the remaining term of each lease in place, calculated at the rent then in effect, with a minimum of $500 per unit. The Closeout Fee may be deducted from funds Agent holds for Owner.

For a unit with a month-to-month tenancy, the lease is treated as ending on the date this Agreement ends. For a unit that is vacant, that unit adds nothing beyond the $500-per-unit minimum.

The $500 minimum covers the work of ending management even when no lease remains, including transferring leases, security deposits, and records; sending the tenant notices Colorado law requires; the final accounting, year-end statement, and Form 1099; and retaining Owner's records for the period the law requires.

No Closeout Fee is due if Agent terminates this Agreement before Agent has managed the Premises for twelve (12) months or the first term, whichever is longer, or if this Agreement ends under Section 7.1. No Closeout Fee is due if a buyer of the Premises signs a management

agreement with Agent for the Premises that takes effect when this Agreement ends.

2.11 REPRESENTATION FEE

This Agreement covers the management of the Premises. Agent will perform other services Owner requests, such as attending an HOA or city council meeting on Owner's behalf, at the hourly rate stated below and only at Owner's request. Agent will tell Owner before starting that the work is billed hourly.

Agent assistance or attendance at court hearings, rent board hearings, depositions, homeowner meetings, property tax assessment appeal hearings, insurance claim-related paperwork and estimates, for-cause inspections, hearings and other exceptional property related events are examples of services that are not included in this Agreement. If Owner requests Agent representation and if Agent agrees to render such services (or any other services that are outside the scope of this Agreement), Owner shall pay Agent for Agent’s time at the rate of $177 per hour (including travel time if travel is required and the location is farther than 25 miles from Agent's office). Agent will bill in 30-minute intervals and requires a one-hour minimum charge for each additional service rendered by Agent. A full accounting of billable hours will be provided to Owner.

Owner understands that Agent is not an attorney and cannot provide legal advice or representation in legal proceedings.

This fee will only be charged if Agent's assistance or attendance is requested by the Owner.

2.12 COORDINATION FEE

Owner may request Agent’s coordination of major repairs, consultation, or other work outside the scope of normal Agent responsibilities. If Owner requests that Agent perform such services and if Agent agrees to render such services (or any other services that are outside the scope of this Agreement), Owner shall pay Agent for Agent’s time at the rate of $177 per hour (including travel time if travel is required and the location is farther than 25 miles from Agent's office). Agent will bill in 30-minute intervals and requires a one-hour minimum charge for each additional service rendered by Agent. A full accounting of billable hours will be provided to Owner.

This fee will only be charged if Agent's coordination is requested by the Owner.

2.13 TENANT FEES AND AGENT COMPENSATION FROM TENANTS

Owner consents to Agent receiving compensation from applicants and tenants in addition to the compensation Owner pays under this Agreement.

1. **Fees paid directly to Agent.** Fees that an applicant or tenant pays directly to Agent for a service Agent performs for that person, such as an application fee, are Agent's compensation. They are not Owner funds, are not deposited into Owner's account, and are not credited against Owner's obligations.

2. **Fees charged to a tenant's ledger.** Fees charged under the lease and posted to a tenant's ledger, such as late fees, NSF fees, administrative fees, inspection fees, pet inspection fees, violation fees, early termination fees and lease modification fees, are credited to Owner's account when collected. Owner shall pay Agent, as compensation for the services those fees cover, an amount equal to those fees as they are collected.

These fees compensate Agent for work caused by the tenant, such as late-rent follow-up, notices, payment plans, and returned payments, which Agent performs without billing Owner. If a fee is not collected, Owner owes nothing for that work.

Nothing in this section entitles Agent to rent or to reimbursement of utilities or repairs paid by Owner. Agent takes no portion of a tenant's security deposit except as paragraph (2) provides, after the deposit has been lawfully applied to charges the tenant owes under the lease.

Colorado law limits what a tenant may be charged. For example, a late fee may not exceed the greater of $50 or 5% of the past-due rent and may be charged only after rent is seven (7) days late (§ 38-12-105, C.R.S.); pet deposits and pet rent are capped (§ 38-12-106, C.R.S.); and a tenant may not be charged for a service not actually provided or for something the landlord must provide to meet its own obligations (§ 6-1-737(4)(f) and (4)(h), C.R.S.). Agent charges applicants and tenants only the fees that, in Agent's reasonable judgment, the lease and Colorado law allow, even if Owner instructs otherwise. The tenant fees that apply to the Premises are the ones stated in the lease and its fee schedule. Agent also publishes a general list of tenant fees at https://renteclipse.com/faq/tenant-fees/ for information; if that page and a lease differ, the lease controls.

2.14 THIRD-PARTY PROGRAMS AND COMPENSATION

Owner consents to Agent receiving compensation in connection with the Premises from parties other than Owner. Examples are the Resident Benefit Package, tenant liability insurance, landlord protection insurance, tenant loyalty programs, owner benefit packages, and credit card or purchasing rewards on Premises expenses. Agent will disclose to Owner, on request, the amount or percentage Agent receives from any of these, and maintains records of that compensation.

2.15 RESERVE FUNDS

Agent will hold Reserve Funds ("Reserve Funds") for Owner in the amount of $Reserve Funds. Agent's standard reserve is one (1) month's scheduled rent for each unit Agent manages for Owner, up to a maximum of five (5) units. For example, ten (10) units that each rent for $1,000 per month would carry a standard reserve of $5,000, not $10,000. The amount for this Agreement may deviate from the standard, and the amount stated above controls. Owner may ask Agent to hold more at any time, and Agent may ask Owner to adjust the amount if the number of units or the rents change.

Reserve Funds are calculated and held separately for each Owner. "Owner" means the person or legal entity that holds title to the Premises and signs this Agreement. Properties owned by different legal entities are not combined, even if the same people own those entities, and one Owner's Reserve Funds are never used for another Owner.

Reserve Funds are not fees paid by Owner to Agent. They are Owner's funds, held in Agent's rental trust account for Owner's benefit, and will not be remitted to Owner until this Agreement is terminated, as provided in Section 7.3.

Reserve Funds serve two purposes. First, they pay bills and expenses of the Premises as they come due. Second, they cover rent payments that are reversed after Agent has already disbursed them to Owner. When a tenant's check is returned, an electronic payment is reversed, or a card payment is disputed, the bank withdraws that money from Agent's trust account automatically, sometimes weeks after the payment was made. If Owner's balance cannot cover the reversal, the shortfall would be covered by money that belongs to other owners, which Colorado law prohibits: one owner's funds may not be used for the benefit of another, and no owner's ledger may ever have a negative balance (Commission Rules 5.9 and 5.14.B). The reserve is what prevents that.

Owner has the option to provide the initial Reserve Funds within thirty (30) days of the execution of this Agreement or to have the funds withdrawn from the proceeds of the rent collected. Agent will hold Reserve Funds from Owner proceeds before calculating Owner disbursements. Owner agrees to contribute additional funds as needed to keep Reserve Funds at the amount stated above.

Agent will not advance its own funds or other owners' funds to pay Premises expenses, except in an emergency. When an expense must be paid right away to protect the Premises, to protect a tenant's health or safety, or to meet a deadline the law sets, and Owner's funds are not enough, Agent may, but is not required to, advance its own funds. Examples include temporary housing under Section 5.7, temporary heat, and a vendor who requires payment before starting emergency work. Agent will record each advance on Owner's ledger and statement, and Owner shall repay it from Owner's funds on hand, including Reserve Funds, or within three (3) business days after Agent's written demand, as provided in Section 5.14. For any other Premises expense, if Owner's balance is not enough, Agent may delay the work until Owner remits funds under Section 5.14.

By initialing below, you acknowledge and agree to the terms in Section 2.

X_____
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3. Authority & Powers

3.1 AGENT AUTHORITY OVER RENT AMOUNT

After a tenant has occupied the Premises for twelve (12) months, Colorado law generally allows a landlord to end or refuse to renew the tenancy only for a cause the statute lists, such as nonpayment of rent or a material lease violation, or on a qualifying no-fault ground with ninety (90) days' written notice (§§ 38-12-1301 to -1307, C.R.S.). No-fault grounds, such as Owner or a family member moving in or Owner taking the unit off the rental market to sell it, generally apply only at the end of the lease term and come with conditions, and the sale ground is limited to single-family homes, townhomes, duplexes, triplexes, and individual condominium units. Some properties are exempt, including certain single-family homes, duplexes and triplexes where the owner lives on site or next door. Rent may be increased no more than once in any twelve (12) month period (§ 38-12-702, C.R.S.). Agent will follow these rules, as Agent reasonably interprets them, even if Owner instructs otherwise.

Owner empowers Agent: to advertise and display "For Rent" signs on the Premises & online; to sign, renew, and/or cancel leases for the Premises or any part thereof; to collect rents and other charges due or to become due and give receipts therefore; to increase or decrease rents based on market, availability, tenant longevity, last increase; to perform such other services as described in this Agreement. Without written approval from the Owner, Agent agrees not to decrease unit rent more than 10% from the most recent lease nor to decrease rent below the initial rental amount agreed upon with Owner.

Any lease executed for the Owner by the Agent may not exceed a maximum term of twenty-four (24) months without approval of Owner.

Agent will use its residential lease form drafted for Agent by a licensed Colorado attorney (Attorney Form, Commission Rule 7.1.B). If Owner requires Agent to use a lease form Owner supplies, that form must be drafted, or reviewed and approved in writing, by a licensed Colorado attorney, and Owner will deliver it to Agent in writing along with the attorney's name. Agent will retain written confirmation that Owner provided the form and will complete only transaction-specific information in it. Owner is responsible for the form's compliance with law

and will indemnify Agent for claims arising from its terms. Agent may decline to use a form that in Agent's judgment does not comply with Colorado law.

3.2 DISCLOSURE OF STIGMATIZED PROPERTY

Owner gives Agent the permission to disclose to Tenant any known condition or feature of the Premises that might cause the Premises to be psychologically stigmatized, including but not limited to: death of an occupant, murder, suicide, criminal activity, and such other similar events or activities that may psychologically stigmatize a property. A property that is psychologically stigmatized does not have physical defects or flaws that would affect its habitability.

3.3 DISCLOSURE OF ADVERSE MATERIAL FACTS

Agent will disclose any adverse material facts or defects in the Premises to a tenant or applicant, including but not limited to: lead based paint, radon, pest infestations, leaks, mold, prior animal occupancy that has left odor or damage, illegal drug usage or manufacture, and non-working appliances or fixtures.

3.4 TENANT RETENTION

Agent may occasionally reward loyal tenants with rewards to increase tenant retention & relationships. The Owner hereby gives the Agent the authority and power to pay the expenses out of the Owner proceeds, in connection with providing discretionary rewards to tenants for lease signing, lease renewal, move-in, move-out, or other miscellaneous reasons as determined by Agent. This expense may not exceed $50 per occurrence, per Unit, or $100 per year per Unit without approval from Owner.

Tenant rewards encourage renewals, which cost Owner less than a vacancy and turnover.

3.5 REPAIRS

The Owner hereby gives the Agent the authority and power to pay expenses of the Premises from the Owner proceeds, in connection with repairs, alterations, and maintenance, on said Premises. Such expenses may include the purchasing of materials & services, and paying bills for the Premises.

3.6 WARRANTY OF HABITABILITY & REPAIR THRESHOLD

Colorado's warranty of habitability sets deadlines that apply to Owner as landlord and to Agent as Owner's manager. Any writing that tells Agent a condition exists counts as notice, including a tenant's request through the maintenance portal (§ 38-12-503(3)(e), C.R.S.). Once Agent has notice, Agent must contact the tenant within twenty-four (24) hours with an estimate of when repair work will start and finish. For a condition that materially interferes with life, health, or safety, such as no heat in cold weather, a gas leak, or no running water, remedial action must begin within twenty-four (24) hours, and if the tenant asks, Agent must provide a comparable unit or hotel room within twenty-four (24) hours of the request, at Owner's expense, as described in Section 5.7. For other habitability conditions, remedial action must begin within seventy-two (72) hours (§ 38-12-503, C.R.S.). Because these deadlines are too short to wait for Owner's approval, Agent decides, in its reasonable judgment, whether a condition affects habitability and how urgent it is, and handles those repairs without prior approval, as listed below. Agent will use reasonable diligence to meet these deadlines. The cost of the repair, of any temporary housing, and of any remedy the law gives a tenant for a condition of the Premises is Owner's expense.

The Agent agrees to secure prior approval of the Owner on all expenditures expected to be in excess of $Maintenance Limit for any single repair or maintenance item.

Agent will use their judgment for handling the following situations without prior notification or prior approval of the Owner:

- Hot water heater repair or replacement,
- Heating or cooling system repair or replacement,
- Water leak repairs,
- Emergency repairs,
- Appliances related to habitability,
- Warranty of habitability related repairs,
- Scheduled Recurring Maintenance (including irrigation system maintenance, heating and cooling system maintenance, gutter cleaning, septic clean-out)
- Monthly or recurring operating charges,
- Other repairs the Agent deems necessary to protect the Premises from immediate damage.
- Damages that will be charged to Tenant and/or withheld from Tenant’s security deposit.

3.7 OPERATION & MAINTENANCE

The Owner hereby gives the Agent the authority and power to pay the expenses of the Premises out of the Owner proceeds in connection with hiring, discharging, and supervising all labor, employees, and vendors required for the operation and maintenance of Premises.

3.8 UTILITIES

Owner and Agent will work together to determine which utilities are to be paid by the tenant and those to be paid by Owner.

In connection with electricity, natural gas, propane, water, sewer, trash, lawn care, snow removal, janitorial services, internet, and other services or utilities as the Agent shall deem advisable, the Owner hereby gives the Agent the authority and power to set-up and pay such expenses that the Owner will be responsible for from the Owner proceeds.

If a utility serving more than one unit is divided among tenants by a ratio or formula rather than by a meter, Agent will bill tenants no more than the utility's actual charges, with no mark-up, surcharge, or administrative fee, will exclude common areas, and will do so only if the lease or a lease addendum clearly and conspicuously discloses the method (§ 6-1-737(4.5), C.R.S.).

3.9 LEGAL ACTIONS

The Owner hereby gives the Agent the authority and power to pay the expenses from the Owner proceeds in connection with all legal actions, lease abandonment or eviction, or proceedings for the enforcement of any lease term, or for the eviction of tenants or other persons from the Premises.

Agent is authorized to initiate and sign such notices as Agent deems necessary for lease enforcement. Notices shall be served by a third-party at Owner's expense.

Agent will select the attorney of their choice to handle litigation including but not limited to evictions. The attorney handles eviction court filings. Agent and the attorney will redact personal identifying information from eviction filings and their supporting documents as Colorado law requires beginning January 1, 2027 (§ 13-40-110.2, C.R.S.). Agent is authorized to direct the attorney to settle, compromise, and release such legal actions or suits or reinstate such tenancies as Agent sees fit. Attorney fees, filing fees, court costs, service fees, posting fees, postal fees, sheriff fees, and all other necessary expenses incurred in connection with such actions shall be paid by Owner, not to exceed $2,000.00 without Owner authorization.

3.10 COLLECTION AGENT

The Owner hereby gives the Agent the authority and power to pay the expenses from the Owner proceeds in connection with collection services, including but not limited to the collection of rent or other income from the Premises. After a tenant vacates the Premises, Agent may, at their sole discretion, forward a copy of the tenant’s file to a collection agency of Agent’s choice or attempt to collect funds due directly from tenant. Owner agrees to accept the terms of the collection agency’s contract when executed for Owner by Agent.

By initialing below, you acknowledge and agree to the terms in Section 3.

X_____
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4. Agent Responsibilities

4.1 REASONABLE DILIGENCE

Agent will use reasonable diligence in the management of the Premises at all times this Agreement is in effect upon the terms herein provided, and agrees to furnish the services of renting, leasing, operating, maintaining, and managing the Premises.

4.2 ADVERTISING

Agent will have full authority over the advertising methods to be used to market the Premises and will advertise the Premises for rent as appropriate. These methods may include, but are not limited to the following methods: signs on the Premises, brochures, listing in the MLS, networking with other Agents, online social media, the Agent’s website, online advertising, syndication platforms, the local chamber of commerce, digital and/or print media, radio, and any other method deemed appropriate by the Agent.

Advertising Costs:

Owner pays the Advertising Fee described in Section 2.2.

Additional paid advertising beyond Agent's standard listing and syndication, such as paid social media promotion or print advertising, requires Owner's prior authorization and is billed to Owner at Agent's actual cost.

Colorado's price transparency law requires Agent to advertise each vacancy at a single total price that includes the rent and every mandatory charge a tenant cannot avoid, such as the Resident Benefit Package (§ 6-1-737, C.R.S.). Utilities billed at the provider's actual cost need not be included. Owner understands that the advertised total is higher than the rent Owner receives.

Property Walkthrough Video:

Owner may choose to include property walkthrough videos, for the fee described in Section 2.2.

4.3 FAIR HOUSING AND NONDISCRIMINATION

Agent will comply with the federal Fair Housing Act and the Colorado Anti-Discrimination Act. Agent will not discriminate against any applicant or tenant because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, familial status, veteran or military status, religion, national origin, or ancestry, as provided in section 24-34-502, C.R.S., or because of source of income, or because of any other classification protected by federal, Colorado, or local law.

Under section 24-34-301, C.R.S., "race" includes hair texture, hair type, hair length, or a protective hairstyle that is commonly or historically associated with race. "Protective hairstyle" includes such hairstyles as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps.

Owner will not direct Agent to take any action that would violate these laws, and Agent will not act on such a direction. Owner is responsible for any damages, penalties, or fees resulting from Owner's own discriminatory acts or instructions.

4.4 TENANT QUALIFICATION

Agent will screen applicants through an online rental application and a consumer reporting agency, which provides credit, eviction and criminal history information. Agent applies written screening criteria that comply with the federal Fair Housing Act, the Colorado Anti-Discrimination Act, the Fair Credit Reporting Act, and Colorado's Rental Application Fairness Act (§§ 38-12-901 to -905, C.R.S.), including acceptance of portable tenant screening reports and the statutory limits on how far back rental, credit and criminal history may be considered. Agent makes all approval decisions. Agent does not use internet search engines, social media, references, or news sources to qualify applicants. Agent's current screening criteria, the consumer reporting agency, and any screening service Agent uses are identified to Owner on request.

Agent's rental application and screening process will comply with § 38-12-904, C.R.S., as amended effective January 1, 2027, and with Colorado's law on automated decision-making technology (§§ 6-1-1701 to -1709, C.R.S., for decisions made on or after January 1, 2027) where it applies.

4.5 TENANT COMPLIANCE

Agent will use a third-party service to post or serve all notices to tenants at the Premises. Agent does not post or serve notices itself. Owner shall pay the service's actual cost.

Agent does not charge tenants a fee for preparing, posting, or serving notices. Colorado law treats a fee charged because rent is late as a late fee, which is capped (§§ 38-12-102(3) and 38-12-105, C.R.S.), and bars charging a tenant for a service a landlord needs in order to meet its own obligations (§ 6-1-737(4)(f), C.R.S.).

4.6 PETS

If Owner has authorized pets on the Premises, Agent shall review, approve, negotiate, or decline any and all pet requests. Agent may use a third-party to assist with pet screening evaluations. Agent shall follow all HOA, Municipal, County, State, and Federal laws governing pets.

Agent will make all decisions regarding approving or denying pets.

4.7 ASSISTANCE ANIMALS

Agent will follow federal and Colorado law on assistance animals. Colorado law defines "assistance animal" as an animal that does work, performs tasks, assists, or provides therapeutic emotional support to an individual with a disability, and says it includes both a service animal and an emotional support animal (§ 24-34-301(2.5), C.R.S.). A service animal is a dog individually trained to do work or perform tasks for a person with a disability, as the Americans with Disabilities Act defines it; an emotional support animal provides emotional support that alleviates a symptom or effect of a disability, and need not be trained. Neither is a pet.

Owner acknowledges that an emotional support animal is not a "service animal" under the Americans with Disabilities Act, and that federal enforcement policy toward emotional support animals in housing has changed and may change again. Colorado law governs housing in this State and protects both kinds of assistance animal. Agent applies the stricter of federal and Colorado law, and under Colorado law both kinds of assistance animal receive the same treatment. Agent may ask for reasonable documentation of a disability or of the disability-related need for an animal when the disability or need is not obvious, and may engage in a good-faith interactive process with the person requesting the

accommodation, as the law allows.

Colorado law presumes that permitting an assistance animal is a reasonable accommodation once Agent has had the opportunity to engage in that interactive process, and presumes that a complete ban on assistance animals is discriminatory (§ 24-34-502.2, C.R.S.). Owner's no-pet rule or pet restrictions do not apply to an approved assistance animal.

No pet rent, pet deposit, pet fee, pet inspection fee, breed restriction, weight restriction, or animal liability insurance requirement applies to an approved assistance animal, and Agent will not charge a tenant to make or process an accommodation request. The tenant remains responsible for actual damage the animal causes, charged in the same manner as any other tenant damage, and for ordinary conduct rules including leash, waste, and noise. Agent may consider documented, specific conduct of an animal that poses a direct threat to the health or safety of others or causes substantial physical damage to property, but the mere presence of an assistance animal is not a direct threat and is not presumed to cause damage (§ 24-34-502(1)(a)(III), C.R.S.).

Agent will accept accommodation requests in writing or orally, through any reasonable channel, at any time before or during the tenancy. Agent alone makes every accommodation determination. Agent may use a third-party animal screening or verification service and may consider its recommendation, but that service does not decide. Owner does not approve or deny accommodation requests and is bound by Agent's determination.

Agent will not inspect a unit more often, or apply different terms, because a household has an assistance animal. If Owner requests an inspection beyond Agent's regular schedule, Owner pays Agent's fee for that inspection and the cost may not be passed to the tenant. Agent will decline any inspection request that would single out a household because of an assistance animal.

4.8 BANKING

Agent will deposit all receipts collected for Owner in a fiduciary trust account in a FDIC Insured national or state institution qualified to engage in the banking business, separate from the Agent’s personal account. The Agent will not be held liable in the event of bankruptcy or failure of a depository.

4.9 SECURITY DEPOSITS

Colorado law caps a security deposit at two (2) months' rent and requires it to be returned within thirty (30) days after the lease ends or the tenant moves out, whichever is later, or within up to sixty (60) days if the lease says so, with a written statement of the exact reasons for anything withheld and the refund of any balance. If a landlord wrongfully withholds any part of a deposit and does not return it after the tenant's seven (7) day demand, the landlord can owe three times the amount wrongfully withheld plus attorney fees and costs, and a late or incomplete statement is itself treated as a wrongful withholding (§§ 38-12-102.5 and 38-12-103, C.R.S.).

Since January 1, 2026, the law also limits what a deposit can be used for (HB25-1249, §§ 38-12-102 and 38-12-103, C.R.S.). Normal wear and tear, and any damage or condition that existed before the tenancy, may never be charged to the tenant. A tenant may be charged for cleaning only when the unit is left substantially less clean than it was at move-in, and any lease term that charges a fee for cleaning or repairs due to normal wear and tear is void; for that reason Agent does not charge a flat or automatic cleaning fee. Interior paint may be charged only for substantial damage beyond normal wear and tear, and only for the damaged portions unless the damage runs throughout the unit; there is no automatic repaint. Carpet replacement may be charged only for the portions with substantial damage that cannot be repaired, and no carpet replacement may be charged at all if the carpet was not replaced within the prior ten (10) years, although cleaning beyond normal wear and tear may still be charged. As a result, routine turnover cleaning and repainting are generally Owner's expense.

An amount withheld that is 125% or more of the actual damages is presumed unreasonable, and on a tenant's written request Agent must provide the photos, inspection reports, receipts, invoices and estimates supporting any deduction within fourteen (14) days. Agent decides deposit deductions under these rules, in Agent's reasonable judgment, even if Owner instructs otherwise.

4.10 SECURITY DEPOSIT TRUST ACCOUNT

Agent will deposit security deposits in a fiduciary trust account in a FDIC Insured national or state institution qualified to engage in the banking business, separate from the Agent’s personal account. Agent will become the custodian of the Security Deposits paid by the tenants and will retain control of disbursements of such deposits. The same shall not be paid to Owner until such time as the Tenant vacates and Owner shall legally be entitled to keep the same, based on the security deposit accounting furnished to both tenants and Owner, except when deposits are transferred at the end of this Agreement under Section 7.3.

4.11 MONTHLY OWNER DISBURSEMENTS

Agent shall remit to Owner, proceeds less commissions, fees, maintenance charges, bills paid, unpaid bills, prepaid rents, and reserve funds as set out herein. Proceeds, if any, are calculated the last business week of the month and deposited electronically on or around the last business day of the month.

4.12 MONTHLY ELECTRONIC STATEMENTS

Agent will publish Owner's monthly electronic statements to the owner portal on or around the 1st or 2nd business day of the following month.

4.13 ANNUAL STATEMENTS

Agent will send the Owner annual electronic year-end summary statements in January of each year for tax accounting of the previous year, and will issue IRS Form 1099 or other information returns when the law requires them.

Owner will give Agent a completed IRS Form W-9 or, if Owner is not a United States person for tax purposes, the applicable Form W-8, before Agent makes any disbursement. Owner will give Agent an updated form each year, and whenever Agent requests one, and will tell Agent within five (5) days if Owner's tax status changes. Agent will hold Owner's disbursements until Agent receives the current year's form. Held funds remain in Agent's trust account for Owner, and Agent will continue to pay the expenses of the Premises from them. If Owner is not a United States person and does not provide a valid Form W-8ECI, Agent will withhold and remit federal tax from rents as the law requires. Owner is responsible for all taxes on income from the Premises.

4.14 SHOWINGS

Agent will determine the method of showing the Premises to potential tenants using one or more of the following methods:

- Using a lockbox, digital lockbox, or digital door lock at the Premises for secure self-guided showings.
- Giving potential tenants a code to a lockbox at the Premises.
- Giving potential tenants a key to the vacant Premises.
- Utilizing a licensed real estate agent to personally show the property.
- Assigning an employee of Agent or an associated independent contractor to personally show the property.

Agent's practice is not to show a unit while it is occupied by a current tenant. Agent may make an exception when Agent determines it is appropriate, and will then give the notice and follow the entry terms the lease requires.

4.15 MAINTENANCE COORDINATION

Agent coordinates each maintenance incident on the Premises that requires a service request or work order. From a tenant's perspective, maintenance is often the most important service Agent provides, and Colorado's warranty of habitability sets short deadlines for responding to and repairing many conditions (Sections 3.6 and 5.7).

Agent may perform this coordination with its own staff, may hire out all or part of it to a third-party service, and may use third-party software and services to assist, including maintenance platforms, after-hours answering and dispatch services, and automated systems.

Agent's compensation for maintenance coordination is the Maintenance Markup Fee in Section 2.6.

4.16 UTILITY SERVICE COORDINATION

Agent can coordinate utility service transfers for tenants.

Agent may utilize a third-party service for utility service coordination.

Agent does not charge Owner an additional fee for utility service coordination.

4.17 RESIDENT BENEFIT PACKAGE

Agent shall provide a Resident Benefit Package (RBP) to residential tenants, currently $44 per month, which includes an $11 per month tenant liability insurance component. The RBP is mandatory, is paid by the tenant at no cost to Owner, and is included in the advertised total monthly price as Colorado law requires.

The services included in the RBP are listed on Agent's website. For Owner, its principal benefit is the required tenant liability insurance, which covers damage a tenant accidentally causes to the Premises.

The tenant liability insurance component applies only to tenants who do not maintain their own qualifying policy. A tenant who provides proof of a qualifying policy meeting the requirements of Section 8.7 is not enrolled in Agent's master policy and is not charged the $11 insurance component, for a current RBP price of $33 per month. The remaining RBP components and their prices continue to apply.

Where applicable and appropriate, Agent will administer the filter program so each tenant receives at least three (3) HVAC filters per year, unless the system is fitted with annual or semi-annual filters. This is at no additional charge to Owner.

Agent may change the components of the RBP at any time in its discretion. Agent may change the RBP price at any time; the current price is published on Agent's tenant fee schedule, and Agent will notify Owner in writing within thirty (30) days after a price change. Agent will not increase the RBP price to a tenant during a lease term except as the lease and Colorado law allow.

Agent shall charge tenants for the Resident Benefit Package and shall collect and receive those charges as Agent's compensation as described in Sections 2.13 and 2.14.

4.18 INCLUDED INSPECTIONS

Agent's inspection reports, with photos, are kept in Agent's records for the Premises and shared with Owner on request.

Agent is not a certified building or home inspector and conducts inspections to determine if there are obvious repairs, lease violations, or damages present.

Agent may conduct inspections as often as deemed necessary by Agent and may do so by utilizing employees, agents, independent contractors, vendors, or a third-party service.

Agent will conduct the following inspections:

Move-Out Inspections

- Agent will conduct a move-out inspection when the Premises is vacated.

Interior Inspections

- Agent will conduct an annual interior walk-through inspection.

Pet Inspections

- Agent may conduct pet inspections of a unit with an approved pet up to four (4) times per year on a schedule and frequency set by Agent, and additionally when Agent receives a complaint or observes a possible lease violation.
- The pet inspection fee is $120 for each inspection performed, as the lease provides. For the tenant's convenience, the lease may bill scheduled inspections in equal monthly installments rather than as a lump sum at each inspection.
- No pet inspection fee applies to an approved assistance animal.

Exterior Inspections

- Agent will conduct exterior drive-by inspections of the Premises at least once every calendar quarter.

4.19 REQUESTED INSPECTIONS

Owner Requested Inspections

- In addition to the inspections listed in the section above, Owner may request additional inspections be conducted.
- Agent will perform additional inspections Owner requests, subject to the lease's notice and entry terms and to Section 4.7.
- Owner shall pay Agent the inspection fee in Section 2.7 for each additional inspection.

Pre-Move-Out Walk-Through Inspections

- Colorado law allows either the tenant or the landlord to request a walk-through inspection before the lease ends or the tenant moves out, in person or by live video (§ 38-12-103(1.5), C.R.S.).
- Agent will conduct the pre-move-out walk-through when either party requests it. The tenant is not charged for it.
- Owner shall pay Agent $97 for the pre-move-out walk-through.

By initialing below, you acknowledge and agree to the terms in Section 4.

X_____
Initial Here

5. Owner Responsibilities

5.1 PROPERTY INSURANCE

Owner is required to maintain adequate rental property insurance as defined in Section 8 of this Agreement.

5.2 ADVERSE MATERIAL FACTS

Owner must disclose to Agent any known adverse material facts and provide a seller's property disclosure form if available.

5.3 MAINTENANCE

Owner is responsible for maintenance and upkeep on all furnished appliances, water heaters, furnaces, water systems, sprinkler systems, and those of that nature. Owner must provide evidence of all such appliance contracts, lawn contracts, or other applicable warranty information to Agent; also to supply complete instructions and diagrams for the correct use of appliances, water systems, sprinkler systems, etc (if they exist).

Owner is responsible for the cost of installing, testing, and replacing the smoke and carbon monoxide alarms the law requires. Colorado requires an operational carbon monoxide alarm in a rental with a fuel-fired heater or appliance, a fireplace, or an attached garage, installed within fifteen (15) feet of the entrance to each sleeping room or where the applicable building code specifies. Before each new tenant moves in, the landlord must replace any alarm that is missing or not working and provide the batteries it needs, and during the tenancy must replace or fix an alarm when the tenant reports a problem in writing (§ 38-45-104, C.R.S., applying §§ 38-45-102 and 38-45-103).

Colorado law does not allow normal wear and tear to be charged to a tenant (§§ 38-12-102(4) and 38-12-103(1)(a) and (7)(b), C.R.S.). Owner understands that normal wear and tear expenses, such as routine cleaning and maintenance, will occur while operating a rental property and are Owner's expense.

Agent will determine if repairs are considered 'normal wear & tear' or 'tenant damages' and will make all decisions on what to charge to tenant for damages.

5.4 REPAIRS

Owner is responsible for all maintenance and repair costs, plus any applicable taxes and fees.

5.5 MAJOR REPAIRS

Agent is not a general contractor and cannot usually coordinate or manage major repairs, including but not limited to: fire restoration, water restoration, mold remediation, asbestos removal, rehabilitation, solar heat and electric systems, remodeling, or additions. Any coordination of such shall be outside the scope of normal Agent responsibilities. If Agent agrees to coordinate a major repair at Owner's request, Agent's time is billed at the Coordination Fee rate described in Section 2.12, and the Maintenance Markup Fee in Section 2.6 also applies to each vendor invoice for that work.

5.6 ESTIMATES AND BIDS

Agent, if requested by Owner, will obtain a single estimate or bid for any non-emergent maintenance or repair work above the Maintenance Limit in Section 3.6.

Any additional estimates or bids shall be obtained by Owner and provided to Agent.

5.7 HABITABILITY AND TEMPORARY HOUSING

Colorado's warranty of habitability makes Owner, as landlord, responsible for keeping the Premises fit to live in (§§ 38-12-501 to -511, C.R.S.). The law lists conditions that make a unit uninhabitable, including a lack of running water or reasonable hot water, pest infestations that are not treated, and mold associated with dampness (§ 38-12-505, C.R.S.). Owner should expect these repairs to be handled quickly and at Owner's expense.

Deadlines. Once Agent has notice of a condition, the law requires the landlord to:

1. Contact the tenant within twenty-four (24) hours with the plan to fix it and an estimate of when work will start and finish.
2. Begin remedial action within twenty-four (24) hours for a condition that materially interferes with life, health, or safety, and within seventy-two (72) hours for any other condition.
3. Finish the repair within a reasonable time. A life, health, or safety condition still present seven (7) days after notice, or any other condition still present fourteen (14) days after notice, is presumed to be a breach of the warranty (§ 38-12-503, C.R.S.).

For mold associated with dampness, the first steps (containment, stopping the water source, and air filtration) must be done within seventy-two (72) hours of notice.

Temporary housing. For a condition that materially interferes with life, health, or safety, the tenant may ask for a comparable dwelling unit or a hotel room. The landlord selects it and must provide it within twenty-four (24) hours of the request, at no cost to the tenant (§ 38-12-503(4), C.R.S.). It must:

- Have at least as many beds as the tenant's household uses in the unit. A household that uses five or six beds may need more than one hotel room.
- Be habitable, be accessible if the tenant has a disability, and be within five (5) miles of the unit unless the tenant agrees otherwise (the landlord may choose up to ten (10) miles away if that option is substantially less expensive).
- If needed for more than forty-eight (48) hours, include a refrigerator with a freezer and a stove or oven, or the landlord must pay each household member a daily meals-and-incidentals per diem at least equal to the State of Colorado in-state employee rate, paid when

the stay is expected to pass forty-eight (48) hours and for each twenty-four (24) hours after that.

These costs are Owner's expense. Agent decides whether temporary housing is required and which unit or hotel to use, without prior approval from Owner.

Paying up front. Because the tenant may not be charged, even temporarily, and these costs usually must be paid immediately and outside business hours, Agent may pay them with Agent's own funds or company credit card, as an emergency advance under Section 2.15.

If the landlord does not meet these duties, the tenant may, after written notice, end the lease without penalty, hire a qualified professional and deduct the cost from rent (after ten (10) days' notice, or forty-eight (48) hours' notice for a life, health, or safety condition or if temporary housing is not provided), and pursue other remedies. The landlord may not retaliate against a tenant for reporting a condition (§§ 38-12-507 and 38-12-509, C.R.S.).

A tenant in temporary housing still owes rent under the lease during the relocation. If the condition cannot be fixed for reasons beyond the landlord's control, the temporary-housing obligation can end after sixty (60) consecutive days with written notice, and the tenant may then end the lease without penalty and with a full deposit refund (§ 38-12-503(4), C.R.S.).

5.8 ATTORNEY FEES & COSTS

Owner is responsible for reasonable attorney fees and costs. This shall include attorney fees, legal fees, and court costs, incurred by Agent to protect the Premises, enforce leases, evict tenants, or collect or preserve rights under leases.

5.9 COOPERATION

Owner agrees to cooperate in any legal proceedings, regardless of who is named in the lawsuit.

5.10 AVOIDING FORECLOSURE

Owner will use every effort to avoid foreclosure on the Premises and will provide information regarding the redemption of the Premises or any extension or negotiations with the lender or trustee in order to delay the foreclosure sale. All information shall be supplied in writing to Agent in sufficient time so Agent may find a mutually beneficial termination date.

If Premises is in foreclosure, and Tenant requests to terminate the lease agreement, Agent has the authority to terminate the lease agreement at an appropriate time to be decided solely by Agent, prior to the foreclosure sale. Owner shall pay Agent the Closeout Fee described in Section 2.10.

5.11 CONTACT INFORMATION

Owner is responsible for providing Agent with current contact information and must notify Agent within five (5) days of any change in Premises ownership, Owner name, contact information (mailing address, cell phone, & email address), insurance information, bank information, or tax information.

5.12 UTILITIES

Owner is responsible for having utilities actively servicing the Premises at all times, including while the Premises is vacant.

Some utility providers and local governments hold the property owner responsible for utility charges, even charges a tenant ran up, require certain accounts to be in the owner's name, or can place a lien on the property for unpaid charges. Owner is responsible for those charges and any resulting liens. Owner is also responsible for fines, abatement costs, and liens imposed on the Premises under local ordinances, such as those for weeds, trash, junk vehicles, or sidewalk snow removal.

Agent decides, case by case, whether to pay any of these charges from Owner's funds and whether to charge them to the tenant as the lease allows. Agent handles these matters only as Owner's agent.

5.13 COMMUNICATIONS

Owner agrees to refer to Agent all communications received in any form related to Premises from other real estate brokers, prospective tenants, tenants, vendors, or any other source during the term of this Agreement.

Owner must maintain a log of all tenant contact and agrees to inform Agent of any contact with tenant(s), whether in person, by mail, by phone, by e-mail, or otherwise. In the event of a legal dispute which results in litigation, the Owner may have to testify in person in any legal proceeding if they have had contact with the tenant.

If Owner has any contact with tenant, Owner must send Agent a written notification of the contact with a summary as to what was discussed and any agreements that were made or requested. The notification must be sent by email within two (2) business days to info@RentEclipse.com and to Owner's designated broker. Owner will not promise a tenant anything about rent, repairs, or the lease without Agent's written agreement.

5.14 PENDING EXPENSES

Agent may require Owner to remit monies due, including reserve amount, within three (3) business days, if monthly statement provided to Owner indicates pending expenses greater than the available cash.

5.15 TRANSFERRING EXISTING DEPOSITS

Within ten (10) business days after the Management Start Date, Owner shall transfer to Agent any and all existing owner-held security deposits, prepaid rent, other reserves, and any other funds belonging to others held by Owner and associated with the Premises.

These funds must be good funds in the form of a cashier's check, certified check, or wire transfer.

If a prior management firm holds tenant security deposits, Owner authorizes Agent to request their transfer, and Owner will instruct the prior firm to transfer them within sixty (60) days after this Agreement is signed, as Commission Rule 5.8 requires. Within thirty (30) days after this Agreement is signed, Agent will give Owner and each current tenant written notice of the status of each security deposit, including who holds it. When Agent receives a deposit, Agent will verify that it matches the amount in the current lease and will tell Owner and the tenant in writing of any discrepancy. If any deposit is not transferred to Agent, Owner remains responsible for returning it to the tenant, and Agent will tell the tenant in writing that Owner holds it.

5.16 APPROVAL RESPONSE

When Agent needs Owner's approval for anything related to the Premises, Agent will ask by email to Owner's email address of record, by text message (unless Owner has stopped text messages under Section 10.15), or through the owner portal, and will say what is being asked and by when. If Owner does not respond within two (2) business days, Agent is authorized to make the decision, using reasonable care and judgment, and Owner is bound by it.

5.17 INITIAL RENT AMOUNT

Agent and Owner will collaborate on the initial rent amount. Owner will approve the initial rent amount in writing prior to Agent listing the Premises for rent.

By initialing below, you acknowledge and agree to the terms in Section 5.

X_____
Initial Here

6. Indemnification

6.1 AGENT HOLD HARMLESS

Owner is responsible for any damages, penalties, or fees that result from Owner's own instructions or actions that violate Colorado landlord-tenant or fair housing law, including actions Owner takes directly with a tenant.

Owner shall indemnify, defend and hold Agent harmless from all loss, damage, cost, expense, attorney's fees, liability, or claims for personal injury or property damage incurred or occurring in, on, or about the Premises, including claims arising from the condition of the Premises, the acts of tenants and their guests, and Agent's performance of this Agreement in accordance with its terms, except to the extent a loss is caused by Agent's gross negligence or willful misconduct.

6.2 AGENT NOT RESPONSIBLE FOR OTHERS

Agent may perform any of its duties through attorneys, vendors, third parties, or independent contractors. Agent is not liable for the acts or omissions of vendors and independent contractors selected with reasonable care.

6.3 COSTS OF DAMAGE

The Agent will not be responsible/liable for costs of damage in excess of Security Deposits and Agent will not be responsible for trees, shrubs, and lawns lost through winter kill, fungi, drought, vacancy periods, or tenant neglect.

6.4 PERSONAL PROPERTY

The Agent will not be financially responsible for, nor be required to, replace or pay for items or personal property or fixtures which are taken

from the Premises, damaged, or destroyed.

6.5 APPLIANCES & SYSTEMS

The Agent will not be held financially responsible for anything on or in the Premises, including but not limited to: structural integrity, heating systems, air conditioners, swamp coolers, furnaces, filters, water systems, security systems, solar electrical and heating systems, sprinkler systems, washing machines, clothes dryers, dishwashers, garbage disposals, appliances, fixtures, etc., regarding the repair, malfunction, theft, freezing, or breakage.

6.6 LITIGATION

The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, prior to instituting a lawsuit, the dispute shall be submitted to mediation. The parties to the dispute shall choose a mutually acceptable mediator and shall share the cost of mediation equally.

If the dispute is not resolved by negotiation or mediation, each party shall bear its own attorney fees and costs in any action between Owner and Agent, regardless of which party prevails. This does not limit Owner's obligations under Sections 5.8 and 6.1, which apply to claims, proceedings, and enforcement actions arising from the Premises, its tenants, or the leases, including evictions, tenant claims, and third-party claims.

By initialing below, you acknowledge and agree to the terms in Section 6.

X_____
Initial Here

7. Closeout

7.1 INITIAL VACANCY

If the Premises was vacant at the beginning of this Agreement and is still vacant after sixty (60) days from listing the Premises for rent, and initial rent amount has been reduced at least 10%, the Owner may notify, in writing, Owner’s intention to terminate this Agreement thirty (30) days from the date of said notice. Agent has the right to obtain a tenant prior to said termination date. In the event Agent obtains a tenant for the Premises prior to said termination date, the original term of this Agreement will continue and notice to terminate will become void.

If this Agreement is terminated under this section, the Closeout Fee defined in Section 2.10 shall not be charged.

7.2 NOTICE OF TERMINATION OR NON-RENEWAL

Owner may end this Agreement in either of two ways: (1) at any time, by giving Agent ninety (90) days' written notice under Section 1.4; or (2) at the end of the current term, by giving Agent written notice of non-renewal no later than sixty (60) days before the end of the term. Owner may also terminate under Section 7.1 or Section 7.6 when those sections apply.

Owner should give notice on Agent's management termination form, currently at https://renteclipse.com/owners/management-termination/, or any successor form Agent identifies at RentEclipse.com, so that Agent has the information it needs to close out the Premises. A written notice that meets Section 10.15 is also effective. Agent will confirm receipt of any termination or non-renewal notice in writing within three (3) business days.

The Closeout Fee described in Section 2.10 applies to a termination or non-renewal under this Section, except as Section 2.10 and Section 7.1 provide.

7.3 OBLIGATIONS AT TERMINATION

Upon termination, Owner assumes the obligations of all contracts and outstanding expenses Agent executed for and on behalf of Owner under this Agreement, and is responsible for payment of all unpaid expenses, whether invoiced before or after the termination date. Agent will assign those contracts to Owner to the extent they are assignable, and Owner will indemnify Agent for obligations arising under them after the termination date.

Owner shall furnish Agent funds sufficient to cover obligations and liabilities Agent has incurred on Owner's behalf. Agent will provide Owner a written statement of those obligations on request.

Agent may retain from Owner's funds a reasonable reserve for expenses incurred but not yet invoiced and for rent payments reversed after disbursement, for up to sixty (60) days after the termination date, and will release any unused portion with a final accounting. Agent will

not retain any portion of a tenant's security deposit for this purpose.

Within fifteen (15) days after termination, Agent will deliver to Owner, or to a successor manager Owner names in writing, copies of all current leases, move-in condition reports, tenant ledgers showing outstanding balances, keys, access codes and passwords, service contracts, and other records for the Premises. Agent will transfer tenant security deposits to Owner, or to the successor manager Owner names in writing, as Commission Rule 5.8 requires. When deposits are delivered to Owner, Agent will give each tenant written notice that Owner now holds the deposit, Owner's true name and current mailing address, and how to request its return, and Owner is then financially responsible for returning each deposit as Colorado law requires. Agent will deliver the balance of Owner's funds with a final accounting, and the year-end statement and 1099 in January.

Any expense for the Premises invoiced after the reserve has been released is Owner's sole responsibility, and Owner shall pay the vendor directly. Agent has no obligation to pay or advance any such expense. If a rent payment is reversed after the reserve has been released, Owner shall repay the reversed amount within ten (10) days after Agent's written demand. If a vendor pursues Agent for an expense incurred on Owner's behalf, Owner shall indemnify Agent, and Agent may make written demand on Owner, who shall pay the amount demanded within ten (10) days.

7.4 SECURITY DEPOSIT DISPOSITION

If this Agreement is to terminate at the same time as an expiring tenant lease agreement, the Agent shall be responsible for the security deposit disposition. The cost of this disposition is included in the Closeout Fee.

7.5 AGENT'S RIGHT TO TERMINATE DURING ONBOARDING

During the first ninety (90) days after the Management Start Date, Agent may terminate this Agreement immediately upon written notice to Owner. Owner's rights to terminate are as provided in Sections 1.4, 7.1, 7.2 and 7.6.

7.6 BREACH OF AGREEMENT

Each Party shall have the right to terminate this Agreement immediately in its entirety upon written notice to the other Party, if such other Party materially breaches this Agreement and has failed to cure such breach to the reasonable satisfaction of the other Party within 10 days after written notice of such breach from the non-breaching Party.

If cure of such breach cannot reasonably be completed within such 10 day period, the breaching Party shall deliver to the non-breaching Party a plan reasonably calculated to cure such breach within a reasonable timeframe. Non-breaching party may choose to accept the plan or reject it within 10 days and following a written notice of rejection, may terminate this Agreement upon written notice to the breaching Party.

If the plan is initially accepted (not rejected in writing) by the non-breaching Party and so long as the breaching Party is diligently carrying out such plan, the non-breaching Party shall not have the right to terminate this Agreement.

If the breaching Party fails to diligently carry out such plan and cure such breach as provided above, then the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

By initialing below, you acknowledge and agree to the terms in Section 7.

X_____
Initial Here

8. Insurance

8.1 AGENT E&O INSURANCE

At all time during this Agreement, at Agent's expense, Agent must maintain in effect:

1. Errors and Omissions Insurance coverage for itself, its agents and employees.

8.2 OWNER INSURANCE

At all times during this Agreement, at Owner's expense, Owner must maintain in effect:

1. Comprehensive public liability property insurance with minimum coverage of $1,000,000 that names Agent as a co-insured or additional insured.

2. Adequate Fire and extended coverage hazard insurance in an amount equal to the total replacement cost of the structure and other improvements.
3. Any additional insurance required by law, by Owner's lender, or by the HOA, and any coverage Owner's insurer requires for features such as a pool, hot tub, wood stove, or short-term vacancy.

Naming Agent as a co-insured or additional insured means the liability coverage itself extends to Agent, so the insurer defends and pays covered claims made against Agent that arise from the Premises. Listing Agent as an "additional interest," "interested party," or "certificate holder" is not the same thing and does not meet this requirement. Those designations only entitle Agent to notices about the policy and give Agent no coverage. Owner's proof must show Agent named as a co-insured or additional insured, such as a copy of the additional insured endorsement. Until Owner provides that proof, Owner will be enrolled in Agent's master policy under Section 8.3.

Not later than the 15th day after the Management Start Date, Owner must deliver to Agent copies of certificates of insurance evidencing the coverage required including a copy of the policy with the policy number, name, address, and phone number of the insurance agent servicing said policy.

8.3 AGENT'S MASTER GENERAL LIABILITY INSURANCE

Owner will be enrolled in the Agent's Master General Liability Insurance if Owner fails to provide coverage noted above that lists the Agent as co-insured or additional insured.

The cost is stated in Section 2.8.

Owner may opt-out of Agent's Master General Liability Policy at any time by providing a copy of public liability insurance with minimum coverage of $1,000,000 that lists Agent as co-insured or additional insured. There will not be a charge if Owner provides proof of required insurance no later than 15 days after the Management Start Date.

Owner shall indemnify and hold Agent harmless from any occurrence, liability, action, damage or litigation that arises during any period in which neither Owner's own policy nor Agent's master policy is in effect for the Premises. If the insurance in effect, whether Owner's own policy or Agent's master policy, is inadequate or fails to defend Owner and Agent from any occurrence, liability, action, damage or litigation, Owner shall be solely responsible for any amount not covered. All policies Owner provides shall give Agent 30 days' notice of cancellation and shall name Agent as co-insured or additional insured on the liability portion.

Owner understands that a vacant dwelling may not have proper insurance coverage. Owner should consult with their insurance agent to determine if additional coverage is needed.

8.4 PROCESSING CLAIMS

When requested by Owner, Agent has authority to process, but not initiate, insurance claims on behalf of Owner and to deal with insurance companies, agents, or adjusters on Owner’s behalf and Agent will be compensated with a representation fee as described in Section 2.11.

8.5 SUBROGATION

Owner waives all rights of recovery against Agent and Agent's insurers for any loss or damage to the Premises that is covered, or that this Agreement requires to be covered, by Owner's insurance. Owner will make sure each of its insurance policies permits this waiver, will obtain any endorsement its insurer requires, and is responsible for any loss of coverage that results if it does not.

8.6 WARRANTIES NOT RECOMMENDED

Owner acknowledges that home and appliance warranties are not recommended for rental properties.

One or more units under contract per this Management Agreement may be under special coverage provided by third parties, including home warranty companies, appliance manufacturers and/or developers/builders. Owner has been informed that, especially in regard to home warranty companies, the service provided is not optimally conducive to a professional landlord-tenant relationship unless repairs are made within the time the warranty of habitability allows (Section 3.6). Owner shall provide to Agent documentation associated with any such policies, including contact information and policy number(s).

Owner shall have the sole responsibility to handle all warranty claims. Owner will use due diligence and professionalism in attempting to use home warranty company or other policies for services needed on Premises. Agent shall not be liable for any invoicing incurred as a result of using a vendor other than the primary “preferred” service.

8.7 TENANT INSURANCE

Agent will ensure every residential tenant has provided proof of coverage for at least a $100,000 tenant liability insurance policy. If any tenant has not proven initial coverage, Agent will enroll the tenant in the Resident Benefit Package (RBP) insurance policy at the tenant’s expense.

Agent will require all commercial tenants to provide a copy of general liability insurance to the Agent.

Owner shall not rely on this insurance to provide coverage for the Premises.

By initialing below, you acknowledge and agree to the terms in Section 8.

X_____
Initial Here

9. Additional Provisions

9.1 ADDITIONAL PROVISIONS

Additional Provisions

By initialing below, you acknowledge and agree to the terms in Section 9.

X_____
Initial Here

10. Sign and Accept

10.1 CHANGES AT RENEWAL

At least ninety (90) days before the end of the initial term or any renewal term, Agent may give Owner written notice by email, to Owner's email address of record, of changes to this Agreement, including changes to fees, that will apply to the next term. The notice will state each change and the date it takes effect. No change takes effect during a term without written authorization from Agent and Owner.

Owner may reject the changes by giving Agent written notice of termination at least sixty (60) days before the end of the current term. This Agreement then ends at the end of the current term on its existing terms.

If Owner does not give that notice and the Premises remain under Agent's management after the new term begins, Owner has accepted the changes and they apply for that term. A change notice that has taken effect becomes part of this Agreement; Agent will keep it with Owner's file and provide a copy on request.

10.2 ASSIGNABILITY

This Agreement shall be assignable by either Owner or Agent with 60 days written notice to the other party.

10.3 EXPERT ADVICE

Owner is advised that many things may come up during a real estate transaction and ongoing management of the Premises that Agent has knowledge of, but is beyond the expertise of the Agent. Owner is encouraged to obtain expert advice as to the following:

- Taxes
- Insurance
- Corporate Accounting
- Corporate Structures
- Homeowner Associations
- Major Repairs (Remodeling)
- Construction
- Zoning
- Federal / State / County / Municipal Regulations

10.4 TRUST ACCOUNTS AND BANK EARNINGS CREDIT

Agent holds Owner's funds and tenant security deposits in separate trust accounts at a federally insured bank: at least one account for rents and operating funds and at least one for security deposits. The accounts are in Agent's name as a licensed brokerage firm, are designated

as trust accounts, and are not interest-bearing. No interest is paid on them. Owner has no access to or control over the trust accounts. The accounts and their records are subject to audit and inspection by the Colorado Real Estate Commission and the Colorado Division of Real Estate.

Agent's bank gives Agent an earnings credit, currently between one percent (1%) and three percent (3%) a year, calculated on the combined balances of Agent's operating and trust accounts. The credit is never paid to Agent in cash. It offsets only the fees and eligible accounting and banking related invoices approved by the bank under its earnings-credit program. **Owner consents to Agent receiving this benefit on funds held for Owner, and agrees that no interest or earnings credit is owed to Owner.** Agent keeps records of the credit and will show Owner on request how it was applied.

10.5 STATEMENTS ABOUT THE OTHER PARTY

Neither party will make a public statement about the other that it knows to be false. Nothing in this Agreement limits either party's right to post an honest review, to file a complaint with the Colorado Division of Real Estate or any other agency, or to testify.

10.6 CONDITIONS OF MANAGEMENT

Owner agrees to provide Agent with the following:

1. This Management Agreement Signed
2. Brokerage Duties Addendum to Property Management Agreement Signed
3. New Property Worksheet (to be emailed to Owner by Agent)
4. IRS Form W-9 (or, if Owner is not a U.S. person, the applicable Form W-8), updated each year (see Section 4.13)
5. Lead-Based Paint Disclosure and any lead records Owner has, if any part of the Premises was built before 1978
6. Radon test results and mitigation information, if any (a radon disclosure is required for every lease, § 38-12-803, C.R.S.)
7. Owner Information & Proof of Ownership
8. Proof of Insurance - **<<Company Name>>** named as a co-insured or additional insured (see Section 8.2)
9. Reserve Funds
10. Seller's Property Disclosure (if applicable)
11. Keys, Codes, & Garage Door openers to the Premises and outbuildings
12. HOA CCRs & Contact Information
13. Existing tenants' contact info, leases, ledgers, inspections, & deposits
14. Bank Information - including Account and Routing Number(s) for Owner distributions.
15. All available instruction books and directions for appliances and systems on the Property (if available).

10.7 OWNER HAS NO OTHER CONTRACTS

Owner represents and warrants that Owner has no other agreements (verbal or written), property management agreements, or exclusive right to lease contracts for the Premises.

Owner agrees that during the term of this agreement, no other company or individual shall conduct property management services as outlined in this agreement.

10.8 AGENT REPRESENTS OTHER OWNERS

Owner acknowledges that the Agent has agreements with other Owners to manage rental properties.

10.9 HOURS OF OPERATION & BUSINESS DAYS

Owner acknowledges that **<<Company Name>>** is open for business Monday through Thursday from 9:00 am to 4:00 pm (closed for lunch from noon to 1:00 pm), excluding holidays. "Open for business" means Agent's staff are working and can be reached by phone and email during those hours. It does not mean that any office is open to visitors. Hours for visiting an office may be shorter, may differ by office, and may be by appointment. Agent may change its hours and will post its current hours at RentEclipse.com. Tenants can report maintenance emergencies 24 hours a day.

"Business day" means a day Agent is open for business under this Section, whether or not any office is open to visitors. A day on which Agent is closed for a holiday is not a business day, even if it falls on a day Agent is normally open. This definition applies to deadlines set by this Agreement. Deadlines set by statute or Commission rule are counted as that law provides.

10.10 OWNERSHIP

<<Company Name>> is owned by:

- Charlie L Kelley Jr (Licensed Real Estate Broker & Employing Broker)
- Cimarrona Kelley

10.11 AFFILIATED BUSINESSES AND CONFLICTS OF INTEREST

Agent's owners, Charlie L. Kelley Jr. and Cimarrona Kelley, own Altitude Appliances Inc., which sells and installs appliances and may provide goods or services to the Premises. As of the date of this Agreement, no other broker or employee of Agent holds an ownership interest in it. Owner may opt out of Agent using Altitude Appliances Inc. by written notice to Agent.

Agent's owners own rental property, which Agent manages under this same agreement and the same procedures that apply to Owner's property. Agent's brokers or employees may also own rental property that Agent manages. Those units may compete with the Premises for tenants. Agent does not give units owned by Agent, its owners, brokers, or employees preference in advertising, showings, or tenant placement.

If Agent, its owners, brokers, or employees hold a direct or indirect ownership interest in any other company that will provide maintenance or other services to the Premises, Agent will disclose that interest to Owner in writing before that company provides the service, and Owner may decline that company.

10.12 EXCLUSIVE VENUE

Any action arising from or relating to this Agreement shall be brought in the County Court or District Court, as jurisdiction permits, for the county in which the Premises are located, or, if federal diversity jurisdiction then exists, in the United States District Court for the District of Colorado. If the Premises are in more than one county, venue lies in the county where Agent's office that manages the Premises is located. Each party waives any right to contest venue under this section for any reason.

Premises Location(s): **<<Property Address>>** Multiple Properties

10.13 DRAFTED BY

Owner understands and acknowledges that this Agreement was drafted by Attorney Ryan W. Drengler of Drengler Law, LLC, for exclusive use by Eclipse Property Management & Real Estate and this form has not been approved by the Colorado Real Estate Commission.

10.14 LEGALLY BINDING

This agreement will be legally binding on the heirs, personal representatives, successors, or assigns of the parties hereto and has important legal consequences.

<<Owner Name(s)>> & any additional owners should consult with legal counsel before signing.

10.15 NOTICES

Notices under this Agreement must be in writing. A notice is given when sent by email to the other party's email address of record (for Agent, info@RentEclipse.com), or when delivered by hand or by certified mail to the other party's address of record. A text message, a voicemail, a message through a portal or chat, or an email sent to any address other than the address of record is not a notice under this Agreement, although Agent may choose to act on it. Agent provides online forms at RentEclipse.com for some notices, such as the management termination form in Section 7.2. Owner should use the form when one is provided, so that Agent has the information it needed; a notice that otherwise meets this Section is also an effective manner of service. Either party may change its address of record by notice, provided in a timely manner.

Owner agrees that Agent may contact Owner about the Premises and this Agreement by phone call, text message, or email at the numbers and addresses Owner provides, including through automated systems - though to ensure prompt notice, Owner should ensure that they confirm receipt of any such communications. Owner may stop text messages at any time by replying STOP or by telling Agent in writing. Stopping text messages does not change how notices are given under this Section.

10.16 ENTIRE AGREEMENT AND RELATED TERMS

This Agreement, the Brokerage Duties Addendum, the New Property Worksheet, and any change notice that has taken effect under Section 10.1 are the entire agreement between Owner and Agent about the Premises. They replace every earlier discussion, proposal, quote, email, and website description. Except as Section 10.1 provides, this Agreement may be changed only in a writing signed by Owner and Agent.

If any provision of this Agreement is held unenforceable, the rest of this Agreement remains in effect, and the unenforceable provision will be enforced to the greatest extent the law allows.

Colorado law governs this Agreement. Owner and Agent agree that this Agreement and any notice, consent, or change under it may be signed and delivered electronically, and that an electronic signature or record has the same effect as a paper original.

A party's failure or delay in enforcing any provision is not a waiver of that provision or of any later breach.

Where this Agreement describes Colorado or federal law, it does so to explain how Agent operates. The law controls if it differs from this Agreement's description, and the law may change during the term; Agent will follow the law as it changes. Agent is not a law firm and does

not give Owner legal advice.

10.17 MULTIPLE OWNERS AND AUTHORITY

Each person or entity signing as Owner represents that it holds title to the Premises or has the title holder's written authority to sign, and that it has told Agent about every lien, pending foreclosure, HOA rental restriction, or other matter that limits renting the Premises. If more than one person or entity signs as Owner, each is jointly and severally responsible for Owner's obligations, and Agent may rely on instructions from any one of them unless Owner tells Agent in writing which person is authorized to give instructions.

X _____

Owner

_____

Date Signed

X _____

Agent/Broker

_____

Date Signed