

PROPERTY MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2007, by and between Columbine Brokerage Inc. dba A-1 Mountain Property Management, LLC (herein after referred to as "Agent") and _____, (herein after referred to as "Owner").

The Owner hereby appoints the Agent as the sole, exclusive renting and management agent of that certain real estate and property of the Owner described as:

(Address)

County of _____, State of Colorado.

The terms and conditions of this "Property Management Agreement" are for one year and thereafter for annual periods, unless and upon the express understanding that either party hereto cancels this agreement at the end of any month, by giving, prior thereto, thirty days (30) written notice to the other party. If a tenant/purchaser is secured for your property by Columbine Brokerage Inc. dba A-1 Mountain Property Management, LLC then the contract cannot be canceled or terminated. Homeowner cannot negotiate/execute a new contract with tenant/purchaser without express written consent of Columbine Brokerage Inc. dba A-1 Mountain Property Management, LLC. The term of this agreement shall commence on the _____ day of _____, 2007.

1. **Employment of Agent** - Owner hereby employs and grants unto Agent the exclusive right to rent or sell the Unit on behalf of the Owner.

2. **Owner's Duties**

A. Hold Harmless - Owner shall indemnify and hold Agent harmless from and against any and all claims, loss damages, causes of action, judgments and costs and expenses, including reasonable attorney's fee's, for injury to persons or property damaged arising from or relating to the use or occupancy of the Unit.

B. Unsuitability of Unit for Rental - In the event the Unit becomes unfit for rental as a result of damage or other casualty to the Unit (or acts of God), Agent shall not be under any obligation to Owner to repair or otherwise render the Unit suitable for rental, in which event all of the Agent's obligations hereunder with respect to the Unit shall become null and void until such time as the Unit is rendered suitable for occupancy and Owner gives written notice to the Agent of that fact.

C. Eviction, Judgment, and Restitution Actions - In all legal matters concerning evictions, judgments and restitution actions, legal proceedings and court appearances, the Owner fully authorizes A-1 Mountain Property Management, LLC the legal right to act in their behalf. Homeowners are encouraged to attend court proceeding if they are so willing.

3. **Agent's Duties**

A. Rental of Unit - In accordance with the terms hereof, Agent shall use its best efforts to rent the Unit on behalf of Owner, without discrimination to Tenants during such periods as Unit is available for rental in accordance with Owner's duties specified in Section 2 A, B and C hereof. In the event the Owner desires to place restrictions on the Unit that do not conflict with the Federal Fair Housing Act/Colorado guide for Landlords & Tenants, such restrictions shall be set forth in writing and attached hereto as Exhibit A.

B. Rental Collection, Credit Checks, Criminal Checks, Employment Verification and Landlord History.

1. Agent shall collect all rents attributable to the Unit but is not responsible for insufficient payments for any reason. Agent shall provide complete credit applications to all potential tenants to obtain credit information and/or criminal background, employment and previous rental history. Agent shall act as collection agent for Owner.

C. Inspection, Cleaning, Repair and Replacement - Unit is inspected and cleaned after each Tenant vacates. Tenants are instructed to notify Agent immediately of any damages to Unit. In the event of any damage to the Unit discovered by Agent or Tenants, or if a Tenant removes items from the Unit and Agent knows said fact, Agent may cause Unit to be repaired or the items to be replaced in order to prevent further damages or prevent lost rental income. Agent shall not be liable, but will represent and/or assist Owner in all legal and collection proceedings against any Tenant, under any circumstances, for damages or removal of items from the Unit.

D. Maintenance and Repairs - Agent will contact Owner for approval of all repairs to Unit or its contents unless an emergency is encountered and Owner is unavailable. Agent shall keep Owner informed of any and all repairs deemed necessary or recommended whenever possible. Owner shall order and pay for said maintenance and repairs as quickly as possible to keep Unit occupied. Owner may make repairs themselves or through hired help. Agent can repair or arrange for licensed/certified contractors if Owner so requests (see Section 4B).

E. Accounting - Agent shall maintain appropriate records of all income and expenses relating to the Unit and shall for each month during the term of this Agreement, transmit to Owner a written report of such income and expenses, once the rental monies have been cleared by the bank and reasonable mailing time thereafter. In the event such report shows expenses in excess of income, Owner shall remit to Agent within 15 days of receipt of said report/invoice. If invoice is not paid in a timely manner based on the 15 days, then Agent reserves the right to deduct the amount of debt owing from rental income.

F. Liability Release - Agent shall require a signed liability release (Hold Harmless/Indemnity Guarantee) from each tenant prior to occupancy. Owner acknowledges that while this releases Owner and Agent from legal suits, there is no way to guarantee 100% protection from potential litigation.

G. Rental Security and Pet Deposit - With respect to rental of the Unit, Agent shall obtain from each tenant a security deposit equal to one month's rent or a negotiated amount authorized by homeowner. The additional non-refundable pet deposit and said security deposit will remain in escrow with A-1 Mountain Property Management, LLC during the duration of tenant's lease of Unit.

H. Utilities - All utilities, including but not limited to, water, telephone, high speed Internet, electric, propane, trash, etc. shall be the sole responsibility of the Tenant unless otherwise specified.

4. **Agent's Fees** - For the services to be rendered by Agent hereunder, Owner shall pay to the Agent the following sums in addition to other sums required to be paid to Agent under the other sections hereof:

A. Agent's Commission - Columbine Brokerage Inc. dba A-1 Mountain Property Management, LLC will collect the monthly rent from the tenant (s). Once the funds have been verified and cleared from the bank (s), Agent will issue a check to the Owner, less 10% of the monthly rental amount for Agent's fees. The 10% fee is set for the first year and renewal or automatic extension of this Property Management Agreement will be accessed a 12% fee forthwith.

B. Maintenance and Repair Services - Services required or requested under Section 3D shall be sixty five dollars (\$65.00) per hour plus materials. These fees will be billed to Owner monthly and either deducted from collected rent monies and/or payable within 15 days of receipt.

C. Collection Services - Agent shall provide collection and eviction services at fifty dollars (\$50.00) per hour plus expenses at a minimum of One Hundred and Fifty dollars (\$150.00) per incident. It is anticipated that a standard eviction process should not exceed \$350.00. These fees will be billed to Owner monthly or at the end of the legal process and payable within 15 days of receipt. It should be noted that as a standard in litigation the courts grant damages and court costs that can be recovered from the security deposit and/or garnishments. So in most cases, the Homeowner has no expense to them. In garnishment cases there is a lot of extra time needed to collect a judgment. Columbine Brokerage Inc. dba A-1 Mountain Property Management LLC. will perform all of the required processing at a fee of 25% of the awarded judgment amount versus a costly hourly rate. Collection agencies have a standard rate of 33% or more "Vs" our 25% cost to you.

D. Marketing Expenses - Owner shall cover costs of any and all advertising in the promotion of rental of the Unit. This includes, but is not limited to, classified advertisements, Internet solicitations and etc. A-1 Mountain Property Management, LLC will post signs, perform home analysis, distribute flyers and etc. at no additional cost. Estimated advertising expense is usually \$100 to \$200 total.

E. Columbine Brokerage, Inc./A-1 Mountain Property Management, LLC's fee for any Lease Option/Purchase is 4% of the gross sale price (acting as transactional broker for both buyer and seller). When an executed sale of your property is finalized, payment of 4% will be due and payable at closing from proceeds of the sale. Columbine Brokerage, Inc./A-1 Mountain Property Management, LLC can provide required credit and background reports, most up to date Lease Option/Purchase documents, listing agreements, disclosures and any other forms necessary for the sale of your property. Any earnest money collected will either be put in escrow or paid directly to the homeowner upon a release of liability of Columbine Brokerage, Inc./A-1 Mountain Property Management from the homeowner. In the event the tenant does not exercise the Lease Option/Purchase then Columbine Brokerage Inc./A-1 Mountain Property Management will list the property and provide full marketing including Multi-List for a fee of 5.8% of sale price.

5. **Warranties and Representations of Owner** - Owner represents and warrants to Agent that Owner is the Fee Simple Owner of this Unit and has all necessary right, title, interest power and authority to enter into this Agreement and this Agreement does not conflict with and will not cause a default in or a breach or any other agreements to which Owner of Unit is a party or subject.

6. **Indemnity Clause** - Agent shall endeavor to create a harmonious, positive relationship between tenants, Owner, and all other parties servicing or using said Unit. However, in case of disagreements irresolvable by common sense means or irresolvable issues between tenant and Owner, Owner agrees to hold Agent harmless in any legal suit or matters deemed necessary for court judgment.

7. **Notices** - Reminder notices and 3 day notices ("Pay Rent or Quit" legal forms) needed to be posted and/or served to delinquent tenants are at no cost to homeowner. Upon homeowners approval, any further legal action required will be billed as specified in section 4 (C).

8. **Separability** - If any term or provision of this Agreement contravenes or is invalid under any Federal, State or local law, rule or ordinance or regulation or court decision, such contravention or invalidity shall not invalidate this entire Agreement and this Agreement shall, in the event, be construed as if it did not contain the offensive term or provision, and the rights and obligations of the parties hereto shall be construed accordingly.

9. **Applicable Law** - This agreement shall be deemed to have been executed in _____ County, State of Colorado and shall be construed and enforced in accordance with the laws of the State of Colorado.

10. **Default** - Columbine Brokerage Inc. dba A-1 Mountain Property Management, LLC may bring suit against the homeowner in the case of default. Owner agrees to pay Agent for all costs, including reasonable attorney's fees and interest, on any claims brought forth or other charges or losses at the rate of 18% per annum.

11. **Changes and Amendments** - This agreement cannot be changed without thirty (30) days written notice to Owner/Owner's representative and/or Agent's approval.

12. **Entire Agreement** - Modification and Binding Effect - This agreement constitutes the entire Agreement of the parties hereto and supersedes all other agreements, written or oral, between the parties. It may not be modified unless with prior written consent of both parties hereto. It shall insure the benefit of and be binding upon the executors, administrators, personal representatives, heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS PROPERTY MANAGEMENT AGREEMENT AS OF THE DAY, MONTH AND YEAR WRITTEN

Columbine Brokerage Inc. dba
A-1 Mountain Property Management, LLC

Date

Owner

Owner

Address:

Tax ID:
(A-1 PropMngmtAgmt.October2007)

Phone Number