

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



120 W Park, Ste 201
PO Box 2416
GRAND JUNCTION, CO 81502
TEL: (970) 683-2595
FAX: (970) 241-1163

DIRECT DEPOSIT AUTHORIZATION FORM
(ACH CREDITS)

COMPANY NAME MAXIM 4000, LLC

ID NUMBER _____ (Office Use)

I (we) hereby authorize MAXIM 4000, LLC, hereinafter called COMPANY, and the financial institution named below to automatically deposit my net pay to my account (this includes my authorization to reverse an entry made in error). This authority will remain in effect until I give written notice to the company.

Account Type: () Checking Account No. _____ () Savings account No. _____

FINANCIAL INSTITUTION _____ NAME _____

LOCATION (BRANCH) _____ ID NUMBER _____

CITY _____ STATE _____ SIGNATURE _____

ROUTING NUMBER _____

ACCOUNT NO. _____

This authorization is to remain in full force and effect until MAXIM 4000, LLC has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

NAME(S) (please print) _____

Signature _____

Date _____

NOTE: ALL WRITTEN CREDIT AUTHORIZATIONS SHOULD PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

[PLEASE INCLUDE A VOIDED CHECK WITH THIS FORM.](#)

Lead-Based Paint Obligations of Landlord

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

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

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

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

Property known as No. _____
Street Address City State Zip

Date: _____ Date: _____

Landlord

Landlord

I certify that the statements I have made are accurate to the best of my knowledge.

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Real Estate Licensee (Listing) Date

Real Estate Licensee (Leasing) Date

1 The printed portions of this form have been approved, except differentiated additions, by the Colorado Real Estate Commission.
2 (BDA55-5-09) (Mandatory 7-09)

3
4 **THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX**
5 **OR OTHER COUNSEL BEFORE SIGNING.**

6
7 **DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT**
8 **AGENCY, BUYER AGENCY, SELLER AGENCY OR TRANSACTION-BROKERAGE.**

9
10 **BROKERAGE DUTIES ADDENDUM**
11 **TO PROPERTY MANAGEMENT AGREEMENT**
12 **(Leasing Activities)**

13
14 **LANDLORD AGENCY** **TRANSACTION-BROKERAGE**

15
16 This Brokerage Duties Addendum (Addendum) is made a part of the agreement for the management and leasing of the Property known
17 as _____ (Property),
18 which is dated _____, between Brokerage Firm and Landlord (Agreement). This Addendum supplements
19 the Agreement.
20

21 **1. BROKER AND BROKERAGE FIRM.**

22 **1.1. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage Firm to perform leasing services
23 for Landlord is called Broker. If more than one individual is so designated, then references in this Addendum to Broker shall include all
24 persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend
25 to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

26 **1.2. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person.
27 References to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall perform leasing services for
28 Landlord.
29

30 **2. DEFINED TERMS.**

31 **2.1. Landlord:** _____

32 **2.2. Brokerage Firm:** _____

33 **2.3. Broker:** _____

34 shall act for or assist Landlord when performing leasing activities in the capacity as shown by the box checked at the top of this page 1.
35

36 **3. BROKERAGE RELATIONSHIP.**

37 **3.1.** If the Landlord Agency box at the top of page 1 is checked, Broker shall represent Landlord as a limited agent
38 (Landlord's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

39 **3.2. In-Company Transaction – Different Brokers.** When Landlord and tenant in a transaction are working with different
40 brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Landlord
41 acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a tenant.

42 **3.3. In-Company Transaction – One Broker.** If Landlord and tenant are both working with the same broker, the parties
43 agree the following applies:

44 **3.3.1. Landlord's Agent.** If the Landlord Agency box at the top of page 1 is checked, the parties agree the following
45 applies:

46 **3.3.1.1. Landlord Agency Only.** Unless the box in § 3.3.1.2 (**Landlord Agency Unless Brokerage**
47 **Relationship with Both**) is checked, Broker shall represent Landlord as Landlord's Agent and shall treat the tenant as a customer. A
48 customer is a party to a transaction with whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker's
49 relationship with Landlord.

50 **3.3.1.2. Landlord Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall
51 represent Landlord as Landlord's Agent and shall treat the tenant as a customer, unless Broker currently has or enters into an agency or
52 Transaction-Brokerage relationship with the tenant, in which case Broker shall act as a Transaction-Broker.

53 **3.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither
54 box is checked, Broker shall work with Landlord as a Transaction-Broker. A Transaction-Broker shall perform the duties described in §
55 4 and facilitate lease transactions without being an advocate or agent for either party. If Landlord and tenant are working with the same
56 broker, Broker shall continue to function as a Transaction-Broker.
57

58 **4. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Landlord's Agent, shall
59 perform the following **Uniform Duties** when working with Landlord:

60 **4.1.** Broker will exercise reasonable skill and care for Landlord, including, but not limited to the following:

61 **4.1.1.** Performing the terms of any written or oral agreement with Landlord;

62 **4.1.2.** Presenting all offers to and from Landlord in a timely manner regardless of whether the Property is subject to a
63 lease or letter of intent to lease;

64 **4.1.3.** Disclosing to Landlord adverse material facts actually known by Broker;

65 **4.1.4.** Advising Landlord regarding the transaction and advising Landlord to obtain expert advice as to material

66 matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
67 4.1.5. Accounting in a timely manner for all money and property received; and
68 4.1.6. Keeping Landlord fully informed regarding the transaction.
69 4.2. Broker shall not disclose the following information without the informed consent of Landlord:
70 4.2.1. That Landlord is willing to accept less than the asking lease rate for the Property;
71 4.2.2. What Landlord's motivating factors are to lease the Property;
72 4.2.3. That Landlord will agree to lease terms other than those offered;
73 4.2.4. Any material information about Landlord unless disclosure is required by law or failure to disclose such
74 information would constitute fraud or dishonest dealing; or
75 4.2.5. Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.
76 4.3. Landlord consents to Broker's disclosure of Landlord's confidential information to the supervising broker or designee for
77 the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without
78 consent of Landlord, or use such information to the detriment of Landlord.
79 4.4. Brokerage Firm may have agreements with other landlords to market and lease their property. Broker may show
80 alternative properties not owned by Landlord to other prospective tenants and list competing properties for lease.
81 4.5. If all or a portion of the Property is subject to a lease, or letter of intent to Lease, obtained by Broker, Broker shall not be
82 obligated to seek additional offers to lease such portion of the Property.
83 4.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of tenant and has no duty to
84 independently verify the accuracy or completeness of statements made by Landlord or independent inspectors.
85 4.7. Landlord understands that Landlord shall not be liable for Broker's acts or omissions that have not been approved,
86 directed, or ratified by Landlord.
87

88 5. **ADDITIONAL DUTIES OF LANDLORD'S AGENT.** If the Landlord Agency box is checked, Broker is Landlord's Agent,
89 with the following additional duties:
90 5.1. Promoting the interests of Landlord with the utmost good faith, loyalty and fidelity.
91 5.2. Seeking rental rates and terms that are acceptable to Landlord.
92 5.3. Counseling Landlord as to any material benefits or risks of a transaction that are actually known to Broker.
93

94 6. **MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**
95 6.1. **Broker's Obligations.** Colorado law requires a broker to disclose to any prospective tenant all adverse material facts
96 actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property, the physical
97 condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property required by law to
98 be disclosed. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or
99 building laws, and nonconforming uses and zoning variances. Landlord agrees that any tenant may have the Property and Inclusions
100 inspected and authorizes Broker to disclose any facts actually known by Broker about the Property. Broker shall not be obligated to
101 conduct an independent investigation of the tenant's financial condition except as otherwise provided in the Agreement.
102 6.1.1. **Required Information to County Assessor.** Landlord consents that Broker may supply certain information to
103 the county assessor if the Property is residential and is furnished.
104 6.2. **Landlord's Obligations.**
105 6.2.1. **Landlord's Property Disclosure Form.** A landlord is not required by law to provide any particular disclosure
106 form. However, disclosure of known material latent (not obvious) defects is required by law. Landlord **Agrees** **Does Not Agree**
107 to provide a written disclosure of adverse matters regarding the Property completed to the best of Landlord's current, actual knowledge.
108 6.2.2. **Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential
109 dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Rental) form must
110 be signed by Landlord and the real estate licensees, and given to any potential tenant in a timely manner.
111 6.2.3. **Carbon Monoxide Alarms.** Landlord acknowledges that, unless exempt, if the Premises includes one or more
112 rooms lawfully used for sleeping purposes (Bedroom), an operational carbon monoxide alarm must be installed within fifteen feet of the
113 entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Property for sale or lease.
114

115 7. **ADDITIONAL AMENDMENTS:**
116
117
118
119 Date: _____ Date: _____
120
121
122 _____
123 Landlord Landlord
124
125
126 Date: _____
127 _____
128 Broker
129 Brokerage Firm's Name: _____
130

INSURANCE CHANGE NOTIFICATION

Date: _____
Insurance Company: _____
Agent: _____
Agent Address: _____
Agent Phone & Fax: _____
Agent Email: _____
Policy Number: _____
Property Address: _____

TO WHOM IT MAY CONCERN:

I have recently hired MAXIM 4000, LLC to manage my property listed above. Per the management agreement, I need to have comprehensive public liability property insurance, fire and extended coverage hazard insurance in an amount equal to the full replacement cost of the structure and other improvements, and list MAXIM 4000, LLC as an additional insured. Please send a certificate of insurance to:

MAXIM 4000, LLC
120 W Park, Suite 201
PO Box 2416
Grand Junction, CO 81502
970.683.2595 (phone) 970.241.1163 (fax)
info@maxim4000.com

Thank you.

Sincerely,

Owner of Property