

TENANT PLACEMENT ONLY AGREEMENT

This agreement is made on _____, by and between _____ hereinafter referred to as "Owner", and Broker/Brokerage Firm: **MAXIM 4000, LLC Property Management**, hereinafter referred to as "Agent".

Owner engages the services of Agent, to the exclusion of all others during the life of this agreement, to find and place a ready, willing and able Tenant for certain real property(s) commonly known and referred to as _____, hereinafter referred to as "Premises", as of the date this agreement is made, and containing ()unit(s). Agent shall exercise such placement in compliance with all laws, including, without limitation, all fair housing laws and ordinances in effect, or which may come into effect, during the life of this agreement.

Agent shall commence the exercise of placement responsibilities on _____ for a monthly basis at which time this agreement shall automatically renew monthly, unless it is terminated in writing or the services rendered are satisfied. Agent or Owner shall have the right to terminate this agreement at any time by giving a twenty four (24) hour written notification.

1. **Agent agrees as follows:**

- a) Agent shall exercise his best efforts and due diligence in the tenant placement of the Premises. Tenant placement duties are fulfilled once tenant is approved through Agents application process and lease agreement is signed.
- b) Agent shall exercise best effort to rent or lease the Premises, and all units contained therein, at the best possible rent.
- c) Owner acknowledges that Agent will maintain an advertising reserve for the property. The amount of such reserve shall be \$300.00, and may be adjusted by agreement of both parties. Once tenant placement services are rendered in full any remaining balance of reserve shall be refunded to Owner.
- d) Agent shall deposit all receipts collected on Owner's behalf in an institution qualified to engage in the banking, escrow or trust business in the State of Colorado. Agent shall, at all times, keep Owner's funds separate from Agent's personal and business accounts. Agent will not be held liable in event of bankruptcy or failure of repository.
- e) If Owner chooses, Agent can electronically deposit Owner funds directly to Owner's account. Otherwise, all Cash Distributions will be sent via check.
- f) Owner acknowledges that all interest amounts received by Agent on any lease income, operating funds, security deposits, or any other amounts held in the Operating Account, Trust Account & Security Deposit Account shall be retained by Agent to offset additional costs incurred or as directed by the State of Colorado.
- g) Owner shall be responsible for the payment of all mortgage/notes, property taxes, special assessments, Homeowner Association fees, Insurance and utilities related to the Premises unless otherwise agreed to in writing.
- h) On a Tenant Placement Only Agreement be aware, Maxim 4000, LLC accepts **NO LIABILITY**. Maxim 4000, LLC has no further obligation to management other than tenant placement.

- i) Agent shall collect security deposits in connection with the rental of the Premises in amounts consistent with good professional practice, and maintain such deposits in an institution qualified to engage in the banking or trust business in this state, at all times separate from Agent's personal and business accounts, or in such other place and in such other manner as may be required by the laws of Colorado. Security deposits shall be transferred from Agent to Owner once tenant is placed.

2. ***Owner confers upon Agent the following authority:***

- a) Agent is authorized to advertise the Premises or portions thereof for rent using print ads, periodicals, signs, brochures, internet/web sites, displays, or such other means as Agent may deem proper and advisable. Agent is authorized to place signs on the Premises advertising the Premises for rent. Newspaper ads and Internet ads that share space with other properties managed by Agent shall be prorated (Cost of the ad divided among all Owner's properties listed in the ad). Advertising expenses may include direct costs for advertising the Owner's Premises as well as a reasonable pro-rata share of general advertising by the Agent, which is designed to collectively benefit the Owner's Premises and other properties managed by Agent. Any advertising expenses shall be approved by Owner.
- b) Agent may, in the exercise of sound professional judgment screen and qualify applicants. Applicants will be screened and qualification will be based on a system determined by Agent. All qualification practices shall be in accordance with all state and federal fair housing and equal opportunity rules and regulations.
- c) To hold Agent harmless from liability or loss arising out of damage suits in connection with the tenant placement of the Premises and from liability or loss arising out of a claim made by any other person. Owner shall, at all times, maintain, at his sole expense, liability insurance adequate to protect the interests of the parties hereto. The Agent also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which he may do or refrain from doing hereinafter, except in cases of willful misconduct or gross negligence.
- d) Owner shall provide agent with a current mailing address, current phone numbers and email addresses. Owner also agrees to provide emergency contacts. Owner shall be responsible for notifying Agent within five (5) days of any change in any of the information provided.
- e) Agent shall not be in any way responsible or liable for any damage incurred to the property as a result of the placement of tenant. Agent in no way guarantees the tenant placed in premises. Agent shall not be responsible for nor be required to replace or pay for items of personal property or any fixtures which are taken from the premises, damaged or destroyed by tenant.

3. ***Owner further agrees:***

a) Fees:

1. Agents Fee for tenant placement services shall be ½ of one months (current advertised) rent.
2. Agent shall be reimbursed for all actual advertising expenses. This shall cover advertising expenses including but not limited to newspaper advertising and internet advertising.
3. Agent shall retain any interest earned on security deposits and reserve funds, application fees and penalties, and other charges levied on and collected from tenants through the course of tenant placement to offset fees incurred.

4. Federal and state laws prohibit discrimination in housing based on RACE, CREED, COLOR, RELIGION, NATIONAL ORIGIN, ANCESTRY, SEX, MARITAL STATUS, HANDICAP, and FAMILIAL STATUS. Your property will be offered for rent with the specific intent of complying with these laws.
5. Owner and Agent agree to follow all Federal and Local Fair Housing Laws. If Owner should at any time request Agent to disregard Fair Housing Laws and or Landlord/Tenant Laws, this contract will be terminated immediately.
6. **FACSIMILE AND ELECTRONIC SIGNATURES.** Signatures may be evidenced by facsimile, and may or be evidenced by electronic signatures. Documents with original signatures shall be provided upon request of any party.
7. **MODIFICATION OF THIS LISTING CONTRACT.** No subsequent modification of any of the terms of this agreement shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.
8. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties, and any prior agreements, whether oral or written, have been merged and integrated into this agreement.
9. **COPY OF CONTRACT.** Owner acknowledges receipt of a copy of this contract signed by Agent, including all attachments.
10. **BINDING EFFECT.**
This agreement shall be binding on the successors and assigns of Agent and the heirs, administrators, executors, successors, and assigns of Owner. Should any Section or any part of any Section of this AGREEMENT be rendered void, invalid, or unenforceable by any reason by any court of law exercising competent jurisdiction, such a determination shall not render void, invalid, or unenforceable any other Section or any part of any Section in this AGREEMENT.

AGENT may change the terms under which AGENT is willing to provide service in the future under the AGREEMENT, but only by giving at least 30-days advanced written notice to OWNER.

The drafting, execution and delivery of this AGREEMENT by the parties have been induced by no representations, statements, warranties or agreements other than those expressed in this AGREEMENT. This AGREEMENT embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to in this AGREEMENT.

Brokerage Firm authorizes Agent to execute this agreement on behalf of Brokerage Firm.

IN WITNESS WHEREOF, the parties hereby have affixed or caused to be affixed their respective signatures this ____ day of _____, 20____.

Dax Marutzky
Broker/Property Manager
MAXIM 4000, LLC
120 W Park, Suite 201
PO Box 2416
Grand Junction, CO 81502
Phone: (970) 683-2595
Fax: (970) 241-1163
dax@maxim4000.com

Owner's Name: _____

Owner's Signature: _____

Address: _____

City, State, Zip: _____

Tel: _____

PROPERTY INFORMATION

Address _____ City _____ Zip _____

Proposed Rent \$ _____ Acceptable Minimum \$ _____ Mortgage Pmt \$ _____

_____ Approximate square footage _____

Two-story / Ranch / Other _____

_____ of bedrooms # _____ of bathrooms

Washer & Dryer: Provided Hookups Coin-op facility

Included: Refrigerator Elec. Range Gas Range Dishwasher
Garbage Disposal Microwave Lawnmower

Heat Type: Forced Air Furnace Boiler Hot Water Heat – Gas Hot Water Heat - Electric

Cooling Type: Evaporative (Swamp) Cooler Air Conditioner Central Air Roof or Window Mount

Garage / Carport / Other Size _____ # of controls, if any _____

RV parking: Yes No location: _____

No Front Rear Side _____ Shed: Yes No

Sprinklers: Yes No Irrigation: Ditch Water or City Water

Pets okay? Yes No Cat Only Dog Only Outside Only Absolutely No Pets

Pet S/D Fee \$ _____

Smokers okay? Yes No

Section 8 okay? Yes No

Mail: Delivered to house Community mailbox - Box # _____ # of Keys

Owner will pay: Gas Electric Water Sewer Trash

Tenant will pay: Gas Electric Water Sewer Trash

Gas Provider: _____

Electric Provider: _____

Water Provider: _____

Sewer Provider: _____

Trash Provider: _____ Pickup Day: _____

Please remember that unpaid water and sewer bills can become a lien against your property. We recommend that you pay those in order to avoid future problems.

Owner will pay utilities directly MAXIM 4000, LLC will pay utilities for Owner with rental receipt

If AGENT is to pay utilities on behalf of OWNER, OWNER is to set billing as follows:

Owner's Name
C/O MAXIM 4000, LLC
Property Management
120 W Park, Suite 201
PO Box 2416
Grand Junction, CO 81502
970-683-2595

Will MAXIM 4000 be paying any of the following for you?

Mortgage Insurance HOA Dues Property Taxes Other, describe:

Do you have a preferred handyman? _____

* In cases of emergency or unavailability of preferred handyman Maxim 4000, LLC has the authority to use independent third party vendors.

_____ Please
_____ list any
_____ special
_____ propert
_____ y
qwirks: _____

EMERGENCY CONTACT: _____

EMERGENCY CONTACT PHONE: _____

EMERGENCY CONTACT ADDRESS: _____

RELATIONSHIP: _____

Initials _____ Initials _____

H.O.A. Contact Information

Subdivision Name: _____

Contact Name: _____

Phone #: _____

Web Address/Email: _____

*** Please Provide A Copy Of The Subdivision Covenants, Conditions & Restrictions***

Preventative Maintenance Measures

Carpet Cleaning between tenants **(1st time at Owners Expense)**: Steam Clean

Sprinkler System activation: None Owner will coordinate MAXIM to coordinate

Sprinkler System winterization: None Owner will coordinate MAXIM to coordinate

Lawn Mowing between tenants: None Owner will coordinate MAXIM to coordinate

Swamp cooler activation: None Owner will coordinate MAXIM to coordinate

Swamp cooler winterization: None Owner will coordinate MAXIM to coordinate

Re-key between tenants **(1st time at owner's expense)**

Appliances:

Refrigerator: Brand: Color: Year Purchased: Under Warranty _____

Range: Brand: Color: Year Purchased: Under Warranty _____

Dishwasher: Brand: Color: Year Purchased: Under Warranty _____

Microwave: Brand: Color: Year Purchased: Under Warranty _____

Should any of the appliances listed above fail, or parts become dead, damaged or defective, I am authorized to:

Replace Repair

Make note of the condition and notify tenant it is their responsibility to replace and they can take it with them when they move.

Initials _____ Initials _____

**CONTACT
FORM**

OWNER (Printed Name)

(Signature)

OWNER (Printed Name)

(Signature)

MAILING ADDRESS

Home Phone #: ()

Work Phone #: ()

Mobile Phone #: ()

Fax #: ()

Email address:

Email address: