

Dowda Realty, Inc.
431 West Bijou Street
Colorado Springs, CO. 80905
(719) 633-5078 Office
(719) 633-5104 Fax
(866) 833-5078 Toll Free
833-5078



Dowda Realty Inc, Denver Metro
P.O. Box 473008
Aurora, CO 80047-3008
Office (303) 434-0152
Fax (719) 633-5104
Toll Free (866)

PLACE TENANT ONLY AGREEMENT

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_____, 200__

PARTIES TO THE CONTRACT:

In consideration of the covenants herein contained: _____

_____, here after called "Owner", and
(Names of all parties to the property)

John C. Norgord, Manager/agent of Dowda Realty, Inc. (hereinafter called "Agent"), agree as follows:

_____, Associate Broker, to John C. Norgord, Property Manager/agent of Dowda Realty, Inc. (hereinafter called "Agent"), agree as follows:

(Agent to initial)

TRANSACTION BROKER: All agents of Dowda Realty, Inc. work exclusively as Transaction Brokers in Leasing and Managing Residential Rental Property:

The owner hereby employs the Agent exclusively to endeavor to find and place a "Ready-Willing-and-Able Tenant" for the property known as: _____

(Property address or addresses)

upon the terms hereinafter set forth. As a Transaction Broker the agent does not represent either the owner or the tenant in a fiduciary capacity as agent, but assists the owner and tenant separately in all transactions. A Transaction Broker has the duty to act fairly and honestly with both owner and tenant, but does not owe fiduciary duties to either side.

TERMS TO THE CONTRACT:

This contract is binding and enforceable for the duration of the above listed property vacancy, sale of the unit, or until _____. There will be an early termination fee of ¼ of, one months (current advertised) rent, plus advertising if Owner pulls the property from service with Dowda Realty prior to it being rented by us.

In the event of a dispute, Dowda Realty shall be entitled to recover from the Owner all expenses associated therewith, i.e. court costs, attorney fees, collection agency fees, lost time to LANDLORD fees at \$50 per hour, etc. Dowda Realty is granted permission by the Owner to place a lien on the property if the management contract is canceled and the Owner has a negative balance.

AGENT EMPLOYMENT AND RESPONSABILITIES:

Dowda Realty agrees to use diligence in the advertising and placement of a "Ready-Willing-and-Able Tenant". I, the owner authorize Dowda Realty to advertise the above listed property, by any and all means necessary. Owner agrees to pay utilities, mortgage/rent, and advertising until a tenant is placed.

Dowda Realty agrees to provide the Owner with a monthly "Owner Activity Statement" to be sent via e-mail and the hard-copy receipts will be sent after tenant placement.

Dowda Realty will survey and photograph the above listed unit. Dowda Realty will contact the Owner if there is need of maintenance and cleaning. The Owner is aware that coordination of maintenance and cleaning services are not provided for in a "Place Tenant Only" Agreement.



Initial

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46 Dowda Realty will screen Tenants based on credit, income, employment, and landlord references.
47 The Owner will have the option to interview the prospective tenants within (3) three business days of
48 their acceptance by Dowda Realty, Inc. The Owner agrees to comply with all Colorado and Federal
49 laws.

FEES FOR SERVICES:

52 The fee for this service to Dowda Realty, Inc. will be 1/2 of one months (current advertised) rent
53 payable at tenant placement, plus all advertising costs, and \$150.00 Administrative Set-Up Fee. I
54 hereby **deposit \$500.00** with Dowda Realty, Inc. to be utilized for Administrative Set-Up fee (\$150.00),
55 advertising, and any fees for service. Any excess will be refunded to the Owner after tenant placement
56 and all balances for services are paid.

MAINTENANCE AND LIABILITY:

59 You, the Owner, will do any and all maintenance and cleaning. On a "Place Tenant Only
60 Agreement" be aware, Dowda Realty, Inc. accepts NO LIABILITY. We do not do property inspections
61 or surveys. Additional trips to the home requested by the Owner will be an additional \$35.00 per trip
62 charge. Dowda Realty will NOT be held liable or responsible for burglary, flood, fire, or other
63 emergency calls. If you want Dowda Realty, Inc. to do the maintenance at any time or respond to
64 emergency services, please refer to the "Full Management Agreement" and those terms. Be aware that
65 if you need agent services- fees start at \$50.00 per hour.

AGENTS AUTHORITY:

68 The Owner hereby gives the Agent the following authority and powers and agrees to assume the
69 expenses in connection herewith:

- 70 a) To advertise the availability for rental of the herein described property, through some or all of the
71 following media: Commercial or Realtor lock box for access by others, print media, electronic
72 media, Internet, television, computer, information networks, radio, and Realtors Information
73 networks (MLS). To display "for rent" signs thereon: to sign, renew and/or cancel leases for the
74 premises or any part thereof; to collect rents due or become due and give receipts therefor; to
75 terminate tenancies and to sign and serve in the name of the Owner such notices that are
76 appropriate.
- 77 b) Agent is authorized to verify the credit worthiness of prospective tenants.
78 Prospective tenant is responsible for payment of application fees. Due to Fair
79 Housing Laws, this information will NOT be shared with the Owner.
- 80 c) Agent will initiate all leases with tenants signed by the Agent on behalf of the
81 Owner as a contract between Dowda Realty and the tenant.

OWNER'S COOPERATION: Owner agrees to:

- 84 a) Cooperation with Agent to facilitate the showings, marketing and leasing of the property.
85 b) Not to rent or lease the property to anyone without the processing applications through Dowda
86 Realty.
87 c) Not to negotiate with any prospective tenant who might contact the Owner directly, but refer all
88 prospective tenants to the Agent.
89 d) Provide Agent with copies of any existing lease and management agreement related to the
90 property as well as any security deposit's paid by any existing tenants in the property.



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- 91 e) Provide the Agent with keys, garage door openers, access codes, and access devices to the
92 property.
93 f) Provide the Agent with copies of all warranties related to the Property or items in the property.
94 (Including, but not limited to special instructions for: care of floors, hot tubs, ponds, barns, etc...)
95 g) Complete any disclosures required by law.
96 h) Notify the Agent if the Owner becomes delinquent in the payment of:
97 • Any mortgage.
98 • Any encumbrance secured by the property.
99 • Property taxes.
100 • Property insurance.
101 • Owner's association fees.
102 i) Owner will cooperate with the Agent to keep the home in the same condition or better when
103 management agreement is signed.
104 j) If the property has a homeowner's association, Owner will provide the Broker with a copy of the
105 rules and regulations for the association.
106 k) Owner shall change mailing address for all utilities to be mailed in care of Dowda Realty.
107 l) **Agent shall provide the Owner with a "Property set-up form" created by and for Dowda**
108 **Realty, Inc. Owner agrees to complete this form to the best of their ability. In the event this**
109 **form is not filled out or a staff member to include Agent from Dowda Realty has to fill the**
110 **form out, Owner will hold harmless Dowda Realty of any and all information that may be**
111 **entered incorrectly on your behalf. In any event, Dowda Realty accepts no responsibility**
112 **and or liability for any personal belongings the Owner may have intentionally or**
113 **unintentionally left in or on the property.**
114

ADDENDA:

116 Incorporated into this agreement are the following addenda and other information:

- 117 _____ Management Agreement.
118 _____ Colorado Real Estate Brokerage Duties Addendum / Exclusive Right To Lease Contract.
119 _____ Advertising Agreement.
120 _____ Electronic Funds Transfer Authorization.
121 _____ W-9 U.S. Tax Form.
122 _____ Lead Base Paint Disclosure.
123 _____ Copies of Homeowners Association Rules and Regulations.
124 _____ Other: _____
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137
138 _____ / _____ / ____ - ____ - ____
139 OWNER (1) Name Signature SS# (MUST HAVE TO ISSUE 1099 TAX FORM)

140
141 _____ / _____ / ____ - ____ - ____
142 OWNER (2) Name Signature SS# (MUST HAVE TO ISSUE 1099 TAX FORM)

143
144 (____) _____ (____) _____
145 Primary Phone # Secondary Phone #

146
147
148 MAILING ADDRESS

149
150 _____

151 E-Mail: _____ DATE

152
153
154
155 _____

156 AGENT Signature: _____ DATE

157 Broker Associate to John C. Norgord



Initial

Initial