



REAL ESTATE SERVICES

5140 N. Union Blvd, Suite 101 - Colorado Springs, CO 80918
Office: 719-574-4646 Fax: 719-264-9624 Toll Free: 1-866-893-0222
E-Mail Address: info@clementehomes.com Website: www.clementehomes.com

PROPERTY INFORMATION

**PLEASE FILL OUT THIS COMPLETE FORM TO HELP ADVERTISE YOUR PROPERTY
PROFESSIONALLY**

ADDRESS OF RENTAL PROPERTY: _____

OWNER(S) NAME: _____

FORWARDING ADDRESS: _____

CITY/STATE: _____

WORK PHONE: _____ CELL: _____ EMAIL: _____

Rental Rate: _____ Length of Lease: _____ Available Date: _____

Showing Instructions: _____

HOME INFORMATION

Style of Home: _____ Year Built: _____ # of Bedrooms _____ # of Bathrooms _____

Total SQFT: _____ Finished SQFT: _____ Basement Y N Type: _____ Finished Y N

Garage Y N Attached Y N # of Spaces: _____ # of Openers: _____ Key Pad for Combo: _____

Mailbox # _____ Mailbox Location _____ Community Gate Code: _____

Master Bedroom/Location: _____ Size _____ X _____ Bedroom 2/Location: _____ Size _____ X _____

Bedroom 3/Location: _____ Size _____ X _____ Bedroom 4/Location: _____ Size _____ X _____

Bedroom 5/Location: _____ Size _____ X _____ Bedroom 6/Location: _____ Size _____ X _____

Master Bathroom/Location: _____ Bathroom 2/Location: _____ Bathroom 3/Location: _____

Bathroom 4/Location: _____

Living Room Location: _____ Size: _____ X _____ Fireplace Y N Type: _____ Prof Cleaned: _____

Family Room Location: _____ Size: _____ X _____ Fireplace Y N Type: _____ Prof Cleaned: _____

Deck: Y N Size _____ X _____ Patio: Y N Size: _____ x _____ Hot tub: Y N Jacuzzi Tub Y N

KITCHEN

Range Type: Gas _____ Electric _____ Smooth Top _____ Refrigerator: Y N Ice maker: Y N

Microwave: Y N Dishwasher: Y N Washer: Y N (elec or gas) Dryer: Y N (elec or gas) Eat in kit: Y N

UTILITIES/YARD

Electric Co: _____ Gas Co: _____ Water Co: _____ Sewer Co: _____

HOA Provides any Utilities Y N, If Yes, which one?

Trash Service Provided by HOA Y N, If Yes, what company - name, address & phone # _____

Well: Y N Septic: Y N Propane: Y N Supplier: _____

Heat Source/Type: _____ Hotwater Heater Type: _____ Humidifier: Y N Air Conditioner: Y N

Ceiling Fans: Y N Locations: _____ Sump Pump: Y N Location: _____

Sprinkler System: Y N Control Box Location: _____ Water Shut Off Location: _____

Breaker Box Location: _____ Fence: Y N Locations: _____

MISC

Offer Military Discount \$150 Off of Security Deposit: Y N Carbon Monoxide Detector/Alarm Y N # _____

Pets Allowed: Y N Type: _____

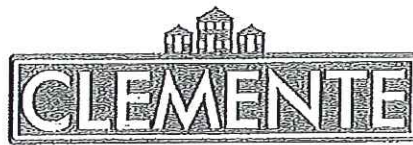
Security System: Y N Active: Y N Codes/Directions: _____

Window Coverings Included: Y N Type: _____

Referred by: _____ Carpets Professional Cleaned/When: _____

Repairs Needed: _____

revised 2/19/15



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MANAGEMENT AGREEMENT

In consideration of the covenants herein contained called "OWNER", _____ and
CLEMENTE REAL ESTATE SERVICES, INC., (hereinafter called "AGENT"), agree as follows:

EXCLUSIVE AGENCY /RENEWAL AND TERMINATION

1. The Owner hereby employs the Agent exclusively to rent, lease, operate and manage the property known as: _____, COLORADO SPRINGS, CO _____ upon the terms hereinafter set forth for the period of 1 YEAR, beginning on _____, 20____ through _____, 20____. Owner or Agent may notify the other of their intention to terminate this agreement with a 60 day notice in writing subject to the provisions of paragraph 4.d. This Agreement will automatically renew for one year on each anniversary date unless a 60 Day written notice is given to terminate.

RENTING OF THE PREMISES

2. The Agent accepts the employment and agrees:

a) To use due diligence in the management of the premises for the period and upon the terms herein provided, and agrees to furnish the services of his/its organization for the renting, leasing, operating and managing of the herein described premises.

Monthly Statements

b) To render monthly statements of receipts, expenses and charges and to remit to Owner receipts less disbursements. In the event the disbursements shall be in excess of the rents collected by the Agent, the Owner hereby agrees to pay such excess promptly upon demand of the Agent or Agent may deduct from rent proceeds.

Separate Owners' Funds

c) To deposit all receipts collected for Owner (less any sums properly deducted or otherwise provided herein) in a Trust account in a national or state institution qualified to engage in the banking or trust business, separate from Agent's personal account. From time to time, it may be desirable to deposit trust funds into interest-bearing accounts. Owner agrees to allow Agent to deposit owner and tenant trust funds in an interest-bearing account, and due to accounting complexities, it will be the policy of "AGENT" not to pay interest on these deposits. Agent will not be held liable in event of bankruptcy or failure of a depository.

AGENT'S AUTHORITY

3. The Owner hereby gives to the Agent the following authority and powers and agrees to assume the expenses in connection herewith.

a) To advertise the availability for rental of the herein described premises or any part thereof at owner's expense, and to display "for rent" signs thereon; to sign, renew and/or cancel leases for the premises or any part thereof; to collect rents due or to become due and give receipts therefore; to terminate tenancies and to sign and serve in the name of the Owner such notices as are appropriate; to institute and prosecute actions to evict tenants and to recover possession of said premises; to sue for in the name of the Owner and recover rents and other sums due; and when expedient, to settle, compromise, transfer past due accounts to a collection agency, and release such actions or suits or reinstate such tenancies. Any lease executed for the Owner by the Agent shall not exceed: _____ (Negotiable). Agent may transfer tenant's deposits to owner and owner may make final deposit disposition to former tenants. This agreement may be updated from time to time with written notice to owner.

Repairs

b) To make or cause to be made and supervise repairs and alterations, and to do decorating on said premises; to purchase supplies and pay all bills therefore. The Agent agrees to secure the prior approval of the Owner on all expenditures in excess of \$250.00 for any one item, except monthly or recurring operating charges and/or emergency repairs in excess of the maximum, if, in the opinion of the Agent, such repairs are necessary to protect the property from damages or to maintain services to the tenants as called for in their leases. If Owner wishes to be contacted for all maintenance issues prior to work being done, Owner will communicate with Agent within 48 hours of Agent contacting Owner. If Owner does not respond within 48 hours, Agent will order repairs.

Employees

c) To hire, discharge and supervise all labor and employees required for the operation and maintenance of the premises; it being agreed that all employees shall be deemed employees of the Owner and not the Agent, and that the Agent may perform any of its duties through Owner's attorneys, agents or employees and shall not be responsible for their acts, defaults or negligence if reasonable care has been exercised in their appointment and retention. If Agent uses non-independent contractors, Agent's in house maintenance company, Agent will be compensated through contractors fees charged to Owner. If Owner checks here Agent will only use outside contractors - this may take longer for repairs to be done.

d. To make contracts for electricity, gas, fuel, water, sewer service, rubbish hauling and other services or such of them as the Agent shall deem advisable including attorneys fees, changing of door locks after each move out, yearly furnace service, winterization and start up of sprinkler system, lawn care services while the home is vacant, professional cleaning of the carpets, Fireplace and/or wood stove cleaning, CO2 detector installations and black light testing of carpet, etc. The Owner agrees to assume the obligation of any contract so entered into prior to the termination of this agreement.

SAVE HARMLESS

4. The Owner further agrees:

a) To save the Agent harmless from all damage suits in connection with the management of herein described property and from liability from injury suffered by any employee or other person whomsoever, and to carry, at owner's expense, necessary public liability insurance adequate to protect the interests of the parties hereto, which policies shall be so written as to protect the Agent in the same manner and to the same extent they protect the Owner and will name the Agent as coinsured; for liability purposes only. To also indemnify and hold harmless Agent and Employees from all claims, debts, demands, suits, costs and charges including attorneys fees, in connection with the management of the property and from any liability for the injury suffered on or about the property by any person. The Agent also shall not be liable for any error of judgment or for any mistake of fact of law, or for anything which it may do or refrain from doing hereinafter, except in cases of willful misconduct or gross negligence.

b) Special Requirements or
comments: _____

c) Upon and after the termination of this agreement pursuant to the method described in Paragraph 2 hereof, Owner shall recognize Agent as the broker in any pending negotiations of said premises, or any part thereof, i.e. leases now in force and sales pending and in the event of the consummation thereof, Owner shall pay to the Agent a commission therefore at the rate prescribed in Paragraph 4d hereof.

d) To pay the Agent:

(1) Owner agrees to deposit a \$250.00 Owner Escrow at signing of this agreement for repairs, advertising and agent fees. This sum will be deducted from owner's proceeds the last month before each tenant vacates property. Unused owner escrows will be returned to owner.

(2) For Management: 10% of each month's gross rent collected

(3) For Leasing: 50% of first month's rent for each new tenant on a one year lease.

(4) For Lease Renewals: \$100.00 flat fee.

(5) OWNER will initiate and coordinate all insurance claims.

(6) If owner wishes agent to coordinate cleaning, repairs, improvements and inspections to prepare property for lease or sale on a VACANT OR INSURED property, owner will be billed at a rate of \$75.00 per hour. OWNER will also be billed \$75.00 per hour for any court appearances and preparation for court appearances.

(7) Any service charges paid by tenant for returned checks and lease application fees, lease break fees, pet fees, and any penalty fees will be retained by AGENT; any late charges paid by tenant will be split 50/50 with owner.

(8) Owner agrees to pay AGENT a management fee for so long as tenant (s) procured by AGENT occupies the property. Fee is due even if owner or agent terminates this agreement.

(9) If Owner or Agent terminates this agreement for any reason prior to Agent obtaining a tenant for property, owner agrees to pay agent a fee of 30% of one month's current rent. If Owner or Agent terminates management, has a tenant move out of property prior to end of tenant's lease, and owner reoccupies home, Owner agrees to pay Agent 50% of expected management fees on remaining lease.

PROCEEDS TO:

☐ BANK- DIRECT DEPOSIT (SEPARATE ACH FORM INCLUDED IN PACKAGE)

☐ CHECK WITH MONTHLY STATEMENT

NAME OF OWNER(S): _____

Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

INSURANCE COMPANY: _____

Phone: _____ **Fax:** _____

Address: _____

Agent name: _____ **Policy #:** _____ **Deductible: \$** _____

HOMEOWNERS ASSOCIATION: _____

Phone: _____ **Fax:** _____ **Cell:** _____

e)FOR FEDERAL TAX REPORTING - PROCEEDS TO BE REPORTED AS FOLLOWS:

(If owners file joint income tax return only one line needs to be filled out) Social Security Number or Tax ID #

_____ % TO _____ SSAN: _____

_____ % TO _____ SSAN: _____

f) Other items of Mutual Agreement (Please Check One)

Smoking Allowed: ☐ Yes ☐ No **Pet(s) Allowed:** ☐ Yes ☐ No **Size Limit** _____

Rental Rate: \$ _____ **# of Bedrooms:** _____ **# of Bathrooms:** _____

Available Date: _____ **Garage Remotes/Code:** _____ **Mallbox #** _____

g) The following owner's personal property is left at the property: _____

Check Box if Included (☐) Refrigerator, (☐) Oven/Stove, (☐) Microwave, (☐) Dishwasher,
(☐) Washer & Dryer, (☐) A/C, (☐) Carbon Monoxide Detector(s) _____ #

This Agreement shall be binding upon the successors and assigns of the Agent, and the heirs, administrators, executors, successors and assigns of the Owner.

IN WITNESS WHEREOF the parties hereto have affixed or caused to be affixed their respective signatures this date: _____.

OWNER - _____ DATE _____

OWNER _____ DATE _____

Property Manager/Realtor CLEMENTE REAL ESTATE SERVICES, INC. DATE _____

Clemente Real Estate Services
John M. Clemente
Ph: 719-574-4646 Fax: 719-264-9624

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

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

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

**BROKERAGE DUTIES ADDENDUM
TO PROPERTY MANAGEMENT AGREEMENT
(Leasing Activities)**

☐ **LANDLORD AGENCY** ☐ **TRANSACTION-BROKERAGE**

This Brokerage Duties Addendum (Addendum) is made a part of the agreement for the management and leasing of the Property known as

, CO

(Property), which is dated _____ between Brokerage Firm and Landlord (Agreement). This Addendum supplements the Agreement.

1. BROKER AND BROKERAGE FIRM.

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

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

2. DEFINED TERMS.

2.1. Landlord:

2.2. Brokerage Firm: Clemente Real Estate Services

2.3. Broker: John M. Clemente

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.

perform the following **Uniform Duties** when working with Landlord:

3. BROKERAGE RELATIONSHIP.

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

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

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

3.3.1. Landlord's Agent. If the Landlord Agency box at the top of page 1 is checked,

Landlord Initials _____

52 the parties agree the following applies:

53 3.3.1.1. **Landlord Agency Only.** Unless the box in § 3.3.1.2 (Landlord Agency
54 **Unless Brokerage Relationship with Both**) is checked, Broker shall represent Landlord as Landlord's
55 Agent and shall treat the tenant as a customer. A customer is a party to a transaction with whom Broker
56 has no brokerage relationship. Broker shall disclose to such customer Broker's relationship with Landlord.
57 ☐

58 3.3.1.2. **Landlord Agency Unless Brokerage Relationship with Both .** If this
59 box is checked, Broker shall represent Landlord as Landlord's Agent and shall treat the tenant as a
60 customer, unless Broker currently has or enters into an agency or Transaction-Brokerage relationship with
61 the tenant, in which case Broker shall act as a Transaction-Broker.

62 3.3.2. **Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is
63 checked, or in the event neither box is checked, Broker shall work with Landlord as a Transaction-Broker.
64 A Transaction-Broker shall perform the duties described in § 4 and facilitate lease transactions without being
65 an advocate or agent for either party. If Landlord and tenant are working with the same broker, Broker shall
66 continue to function as a Transaction-Broker.

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

69 4.1. Broker will exercise reasonable skill and care for Landlord, including, but not limited to
70 the following:

71 4.1.1. Performing the terms of any written or oral agreement with Landlord;

72 4.1.2. Presenting all offers to and from Landlord in a timely manner regardless of whether
73 the Property is subject to a lease or letter of intent to lease;

74 4.1.3. Disclosing to Landlord adverse material facts actually known by Broker;

75 4.1.4. Advising Landlord regarding the transaction and advising Landlord to obtain
76 expert advice as to material matters about which Broker knows but the specifics of
77 which are beyond the expertise of Broker;

78 4.1.5. Accounting in a timely manner for all money and property received; and

79 4.1.6. Keeping Landlord fully informed regarding the transaction.

80 4.2. Broker shall not disclose the following information without the informed consent
81 of Landlord:

82 4.2.1. That Landlord is willing to accept less than the asking lease rate for the Property;

83 4.2.2. What Landlord's motivating factors are to lease the Property;

84 4.2.3. That Landlord will agree to lease terms other than those offered;

85 4.2.4. Any material information about Landlord unless disclosure is required by law or
86 failure to disclose such information would constitute fraud or dishonest dealing; or

87 4.2.5. Any facts or suspicions regarding circumstances that could psychologically
88 impact or stigmatize the Property.

89 4.3. Landlord consents to Broker's disclosure of Landlord's confidential information to
90 the supervising broker or designee for the purpose of proper supervision, provided such supervising broker
91 or designee shall not further disclose such information without consent of Landlord, or use such
92 information to the detriment of Landlord.

93 4.4. Brokerage Firm may have agreements with other landlords to market and lease their
94 property. Broker may show alternative properties not owned by Landlord to other prospective tenants and
95 list competing properties for lease.

96 4.5. If all or a portion of the Property is subject to a lease, or letter of intent to Lease, obtained
97 by Broker, Broker shall not be obligated to seek additional offers to lease such portion of the Property.

98 4.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of
99 tenant and has no duty to independently verify the accuracy or completeness of statements made by
100 Landlord or independent inspectors.

101 4.7. Landlord understands that Landlord shall not be liable for Broker's acts or omissions that
102 have not been approved, directed, or ratified by Landlord.

103 5. **ADDITIONAL DUTIES OF LANDLORD'S AGENT.** If the Landlord Agency box is checked,
104 Broker is Landlord's Agent, with the following additional duties:

105 5.1. Promoting the interests of Landlord with the utmost good faith, loyalty and fidelity.

106 5.2. Seeking rental rates and terms that are acceptable to Landlord.

107 5.3. Counseling Landlord as to any material benefits or risks of a transaction that are actually

108 known to Broker.

109

110 **6. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

111 **6.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective
112 tenant all adverse material facts actually known by such broker including but not limited to adverse
113 material facts pertaining to the title to the Property, the physical condition of the Property, any material
114 defects in the Property, and any environmental hazards affecting the Property required by law to be
115 disclosed. These types of disclosures may include such matters as structural defects, soil conditions,
116 violations of health, zoning or building laws, and nonconforming uses and zoning variances. Landlord
117 agrees that any tenant may have the Property and Inclusions Inspected and authorizes Broker to disclose
118 any facts actually known by Broker about the Property. Broker shall not be obligated to conduct an
119 independent investigation of the tenant's financial condition except as otherwise provided in the Agreement.

120 **6.1.1. Required Information to County Assessor.** Landlord consents that Broker
121 may supply certain information to the county assessor if the Property is residential and is furnished.

122 **6.2. Landlord's Obligations.**

123 **6.2.1. Landlord's Property Disclosure Form.** A landlord is not required by law to
124 provide any particular disclosure form. However, disclosure of known material latent (not obvious) defects
125 is required by law. Landlord ☒ Agrees ☐ Does Not Agree to provide a written disclosure of adverse
126 matters regarding the Property completed to the best of Landlord's current, actual knowledge.

127 **6.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property
128 include one or more residential dwellings for which a building permit was issued prior to January 1, 1978, a
129 completed Lead-Based Paint Disclosure (Rental) form must be signed by Landlord and the real estate
130 licensees, and given to any potential buyer in a timely manner.

131 **6.2.3. Carbon Monoxide Alarms.** Landlord acknowledges that, unless exempt, if
132 the Premises includes one or more rooms lawfully used for sleeping purposes (Bedroom), an operational
133 carbon monoxide alarm must be installed within fifteen feet of the entrance to each Bedroom or in a location
134 as required by the applicable building code, prior to offering the Property for sale or lease.

135
136 **7. ADDITIONAL AMENDMENTS:**

137

138

139

140 Landlord: _____ Date: _____

141

142

143 Landlord: _____ Date: _____

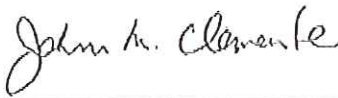
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145

146

147 Brokerage Firm's Name: *Clemente Real Estate Services*

148

149  _____ Date: *11/13/2015*

150 Broker: *John M. Clemente*

151 **(BDA55-5-09) BROKERAGE DUTIES ADDENDUM TO PROPERTY MANAGEMENT AGREEMENT**
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Landlord Initials _____

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Lead-Based Paint Disclosure (Rentals)

Attachment to Residential Lease or Rental Agreement for the Premises known as:

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty up to \$11,000 (plus adjustment for inflation). The current penalty is up to \$16,000 for each violation.

Disclosure for Target Housing Rentals and Leases
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Sellers must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Buyers must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure to Tenant and Real Estate Licensee(s) and Acknowledgment

1. Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period
2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):
 - ☐ Landlord has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
 - ☐ Landlord has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):
3. Records and reports available to Landlord (check one box below):
 - ☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
 - ☐ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Tenant's Acknowledgment

4. Tenant has read the Lead Warning Statement above and understands its contents.
5. Tenant has received copies of all information, including any records and reports listed by Landlord above.
6. Tenant has received the pamphlet "Protect Your Family From Lead in Your Home".

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Landlord's Disclosure, has informed Landlord of Landlord's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

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

Landlord: _____ Date: _____

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Real Estate Licensee (Listing)

Broker: John M. Clemente Date: 2/18/2015
John M. Clemente

Real Estate Licensee (Selling):

Selling Broker: _____ Date: _____

(LP 46-9-12) LEAD-BASED PAINT DISCLOSURE (RENTALS)

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Initials _____



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RENTAL REPAIR/REPLACEMENT SHEET

Last Date Roof Was Replaced: _____

Last Date Carpet Was Replaced: _____

Last Date of Interior Painting: _____

Last Date of Exterior Painting: _____

Last Date of Wood Burning Fireplace (if applicable) Cleaning/Sweep _____

Date Appliances Replaced:

Warranty Available:

Refrigerator: _____

Stove/Oven: _____

Washer: _____

Dryer: _____

Other: _____

Date of Last Black Light Test: _____

Last Date Carpets Were Professionally Cleaned: _____

Last Date the Furnace Replaced: _____

Last Date the Furnace was Inspected: _____

Last Date of Sprinkler Winterization: _____

Last Date Hot Water Heater Was Replaced: _____

Other: _____

revised 2/19/15



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AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS
ACH CREDITS

OWNER NAME(S): _____

PROPERTY ADDRESS: _____

I/We hereby authorize CLEMENTE REAL ESTATE SERVICES, INC., hereinafter called COMPANY, to initiate credit entries to my (our) () Checking () Savings account (select one) indicated below at the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

DEPOSITORY NAME: _____ BRANCH: _____

CITY: _____ STATE: _____ ZIP: _____

ROUTING NUMBER: _____

ACCOUNT NUMBER: _____

This authorization is to remain in full force and effect until COMPANY 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: _____
(Please Print)

SIGNED: _____

NAME: _____
(Please Print)

SIGNED: _____

DATE: _____



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AUTHORIZATION AGREEMENT FOR AUTOMATIC WITHDRAWALS
ACH DEBITS

OWNER NAME(S): _____

PROPERTY ADDRESS: _____

I/We hereby authorize CLEMENTE REAL ESTATE SERVICES, INC., hereinafter called COMPANY, to initiate DEBIT entries to my (our) () Checking () Savings account (select one) indicated below at the depository named below, hereinafter called DEPOSITORY, to debit this amount (\$250.00)..

DEPOSITORY NAME: _____ BRANCH: _____

CITY: _____ STATE: _____ ZIP: _____

ROUTING NUMBER: _____

ACCOUNT NUMBER: _____

This authorization is to remain in full force and effect until COMPANY 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: _____
(Please Print)

SIGNED: _____

NAME: _____
(Please Print)

SIGNED: _____

DATE: _____



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Office: 719-574-4646 Fax: 719-264-9624 Toll Free: 1-866-893-0222
E-Mail Address: info@clementehomes.com Website: www.clementehomes.com

AUTOMATIC BILLING AGREEMENT - COLORADO SPRINGS UTILITIES

Colorado Springs Utilities
Post Office Box 1103, Mail Code 1028
Colorado Springs, CO 80947-1028
Ph 719-448-4800 FAX 719-668-7288

ATTENTION: Customer Service Division

I hereby authorize the Colorado Springs Utilities to automatically put utilities into my name (to avoid disconnection of service) whenever a tenant orders a final reading.

I will accept responsibility of all interim bills, and will be responsible for notifying the Colorado Springs utilities before the day that a new tenant is designated to begin accepting service. I will remain responsible for paying all utility bills at the address in question until Customer Service receives such notification. (Any dispute regarding whether the tenant actually owes the Colorado Springs Utilities for utility service consumed will be between my tenant and me.)

I understand that it is my sole obligation to contact Customer Service when I buy additional property, which I want added to the list or when I sell property I want deleted from the list. Any such property will be handled by Customer Service per this agreement until I provide such notice.

This agreement does not pertain to any accounts subject to disconnection for nonpayment of utility bills.

This letter will serve as authorization for the following addresses:

ADDRESS(S)	ACCOUNT NUMBER(S) IF KNOWN
_____	_____
_____	_____
_____	_____

Your Name (Print or Type): _____

Signature: _____ Date: _____

Daytime Phone #: _____ Evening Phone #: _____

Owners Name to be used on billing: _____

Mailing Address for utility billing: c/o CLEMENTE REAL ESTATE SERVICES
5140 N. Union Blvd Suite 101, C/S CO 80918

Your Relationship to property: owner, agent, manager, etc. _____

If other than owner, please attached signed letter of authorization from owner

revised 2/19/15



REAL ESTATE SERVICES

5140 N. Union Blvd. Suite 101 - Colorado Springs, CO 80918
Office: 719-574-4646 Fax: 719-264-9624 Toll Free: 1-866-893-0222
E-Mail Address: info@clementehomes.com Website: www.clementehomes.com

All Properties that we manage get a black light test in order to determine any pet urine or damages to the carpet.

Clemente Real Estate Services, Inc., is advising all of our property owners and those owners who have brand new carpet to get a black light test done on the carpet at an approximate cost of \$45.00. It might not seem imperative when the carpet is new but it is only to protect you as the owner, in case of litigation with a tenant. This way, we, Clemente Real Estate Services, have the proof in writing that there is no damage done to the carpet before the tenant moves into the home.

Please indicate by signature below if:

1) I agree to have the black light test done at my expense: _____
Owner Signature

Owner Signature

2) I decline to have the black light test done and Clemente Real Estate Services will not be able to hold the tenant responsible for any carpet damages:

Owner Signature

Owner Signature

Thank you
Clemente Real Estate Services, Inc.

revised 2/18/15



REAL ESTATE SERVICES

5140 N. Union Blvd. Suite 101 - Colorado Springs, CO 80918

Office: 719-574-4646 Fax: 719-264-9624 Toll Free: 1-866-893-0222

E-Mail Address: info@clementehomes.com Website: www.clementehomes.com

This form has not been approved by the Colorado Real Estate Commission. It was prepared by legal counsel, Frasca, Joiner, Goodman and Greenstein, P.C. for the exclusive use of the Brokerage Firm: Clemente Real Estate Services.

COLORADO MOLD DISCLOSURE

ADDRESS: _____

1. Properties in Colorado may have either toxic (harmful) or non-toxic (not harmful) mold.
2. There is a good probability that mold exists in the next property that you will buy or rent.
3. Generally, new homeowner's and renter's insurance policies are excluding loss due to mold.
4. Some types of mold can cause serious health problems and even death for certain individuals.
5. Not all types of mold are visible on the surface as a lot of mold exists behind the drywall, in an attic or crawl space..
6. Neither the buyer or tenant nor their Broker are qualified to inspect a house for mold. Broker and Brokerage Firm are not responsible for the inspection of the property in general or for the presence of mold specifically.
7. Brokerage Firm strongly recommends that a prospective buyer or tenant obtain an inspection of the property by an engineer or home inspector that will look to the extent that they can detect potential defects, before expiration of the Inspection Objection Deadline indicated in a Contract to Buy and Sell Real Estate.
8. If a more thorough inspection is required by the buyer or tenant, then a buyer or tenant may elect to have an environmental expert inspect the home.
9. Some hints of possible mold are: standing water, prior water problems or leaks, floods or construction of improvements with rain or snow present and the use of artificial stucco.

Brokerage Firm:

By: _____

Owner Date

Owner Date

Colorado Mold Disclosure Form
Revised 2/18/15

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP48-5-04)

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 purchase 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. CO

Seller: _____ Date: _____

Seller: _____ Date: _____

LP 48-5-04 LEAD-BASED PAINT OBLIGATIONS OF LANDLORD

CTM eContracts - ©2015 CTM Software Corp.

Landlord Initials _____

Landlord Authorization Contract TERMS AND CONDITIONS

If Applicable

It is your sole responsibility to read and understand the terms and conditions.

1. I hereby authorize Black Hills Energy to automatically transfer utility service from a tenant account to my landlord account to assure uninterrupted service due to a tenant inflated order to stop utility service or because of collection activity <pursuant to the rules and regulations of the state> for a tenant occupying the designated property.
 - a. In consideration of Black Hills Energy continuing service in my name in lieu of being stopped, I agree to pay for all utility service charges incurred to the property(s) authorized under this contract in order to avoid a discontinuance of service to my property by the tenant or occupant.
 - i. I understand that I will be responsible for the charges incurred from the time service is transferred to my name until Black Hills Energy receives a Landlord Contract Cancellation form including the election to have service turned off, until another party transfers service into their name, or until I <the landlord> request that the utility service be turned off. Note: requesting that service be turned off does not cancel a Landlord Contract.
 - b. I understand that I will not be responsible for the charges incurred by the tenant occupant prior to service continuing in my name.
2. I understand that this contract is to continue utility service to my property to avoid the discontinuance of service and to protect my property against potential damage that could be incurred due to utility service being discontinued.
3. I understand that I have 2 options for continuing service in my name.
 - a. All Months: I authorize service to be continued in my name all months of the year.
 - b. Winter Months: I authorize service to be continued in my name from November 1 through March 31.
 - i. I understand that when I choose the Winter Months option, if service to my property is off as of November 1, it is my responsibility to call Black Hills Energy to get service connected or reconnected to my property as Black Hills Energy will not notify me that service is not active and they will not automatically turn the service on.
 - ii. I understand that if service is in my name as of March 31, Black Hills Energy will not automatically turn the service off due to the expiration of the Winter Months period.
4. I understand that if I sell a property or no longer wish to have the service automatically continue in my name that it is my responsibility to complete a Cancellation form and submit to Black Hills Energy. Note: Title companies do not notify Black Hills Energy of changes in ownership.
5. I understand that I may choose to receive a letter each time service is continued in my name separate from the billing statement that I will receive.
6. I understand that it is my responsibility to notify Black Hills Energy any time I have an update of personal information such as mailing address or phone number so that I can receive the proper notifications.
7. I understand that I will receive one combined bill for properties that are currently in my name. I understand that I can submit a request to receive a separate bill for each property that is in my name, but that if no special request is received by Black Hills Energy only a combined bill will be prepared. Note: A combined billing will not include balances or bills for your tenant occupants, their bill remains their responsibility.
 - a. I understand that with a combined billing, I may receive a separate detailed page for each property currently being billed to me by submitting this as a specific request.
8. I understand that when I am mailed a renewal contract with a listing of the properties I have an active Landlord Contract on, I will respond promptly to the notification I receive in the mail. Failure to respond to the renewal contract will result in a Cancellation of my Landlord Contract and Black Hills Energy will not be responsible for any damages to the premises as a result of the premises not receiving utility service for any reason the service is disconnected or the premises are vacated.
9. No deviations from these terms and conditions will be accepted.
10. I understand that new service terms and conditions apply when service is transferred to my name pursuant to the rules and regulations approved in my state.
 - a. I understand that if I have previously been in arrears with Black Hills Energy my deposit requirement may not be waived.
11. I understand that if Diversion, or theft of utility service, is discovered this contract may be null and void and service to my property may be stopped immediately.
 - a. I understand that an investigation will occur to determine the responsible party, necessary restitution, and corrective actions.
12. I understand that if I have any accounts that are in a past due or write off status with Black Hills Energy that my Landlord Contract may not be processed and the past due or write off monies must be paid immediately.
 - a. I understand that Black Hills Energy will mail me a letter if this occurs and once my past due or write off monies are paid, I can resubmit my Landlord Contract for processing.
13. I understand that if past due or write off monies exist on my landlord account(s), my Landlord Contract(s) may be in jeopardy of being revoked, which may result in a Cancellation of my Landlord Contract(s).
 - a. I understand that Black Hills Energy will mail a letter listing the past due or write off monies and Property Address(es) associated and will be given 30 days to pay the past due or write off monies.
 - i. I understand that if the past due or write off monies are not paid in 30 days, my Landlord Contract(s) may be revoked immediately, thus canceling the Landlord Contract with Black Hills Energy. If this occurs, a letter will be mailed advising the Landlord Contract has been revoked with a listing of the Property Address(es) associated.
 - ii. I understand that if my Landlord Contract is revoked, resulting in a Cancellation of my Landlord Contract, Black Hills Energy will not be responsible for any damages to the premises as a result of the premises not receiving utility service for any reason the service is disconnected or the premises are vacated.
 - b. I understand that my account(s) must be in good standing for 12 months after a Landlord Contract has been revoked and cancelled before a new Landlord Contract will be processed.
14. I understand that if a notification of Bankruptcy is received on my landlord account(s), my original Landlord Contract(s) may be null and void.
 - a. Upon Black Hills Energy receiving notification of Bankruptcy, a review of the Landlord Contract(s) on file will be conducted and a letter will be mailed if a new Landlord Contract is necessary.
 - i. I understand that if a new contract is necessary, I must return the new contract to Black Hills Energy within 30 days. Failure to return the new Landlord Contract in 30 days will result in a full Cancellation of my current Landlord Contract.
 - ii. I understand that if my Landlord Contract is Cancelled, Black Hills Energy will not be responsible for any damages to the premises as a result of the premises not receiving utility service for any reason the service is disconnected or the premises are vacated.





LANDLORD CONTRACT

If Applicable

Black Hills Energy
P.O. Box 6006
Rapid City, SD 57709
Phone: 888-890-5554
Fax: 800-540-2486
Email: custserv@blackhillscorp.com

PLEASE PRINT IN INK OR TYPE ALL OF THE FOLLOWING INFORMATION.
IF YOU NEED ADDITIONAL SPACE, MAKE EXTRA COPIES OF THIS FORM OR ATTACH A SEPARATE SHEET.

PROPERTY OWNER:

Name			<input type="checkbox"/> Social Security # or <input type="checkbox"/> Fed ID #	
Mailing Address	City	State	Zip	
E-Mail Address			Telephone	

PROPERTY MANAGER/ADDITIONAL PARTIES:

Name			<input type="checkbox"/> Social Security # or <input type="checkbox"/> Fed ID #	
Mailing Address	City	State	Zip	
E-Mail Address			Telephone	

WHEN SERVICE IS BILLING IN MY NAME, PLEASE MAIL THE BILL TO:

Name		Attn:	
Mailing Address	City	State	Zip

OPTIONS:

<input type="checkbox"/> All Months <input type="checkbox"/> Winter Only (Nov. 1 - Mar. 31)*	I want to be notified via letter when service transfers to my name** <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

PROPERTY ADDRESS(ES):

	Street Address	Apt No.	City	State	Zip	Account No.
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS AND RETAINED A COPY FOR MY RECORDS.

X _____ X _____
Signature Date Signature Date

*If left blank - assumption is "All Months."

** If left blank - assumption is "No."

©2011-110,1022,11

City of Fountain Utilities
116 S Main St
Fountain CO 80817



Residential Manual Revert Fax Form

719-322-2010(phone)
719-322-2011(fax)

If Applicable

I hereby authorize City of Fountain Utilities to disconnect*/connect utility services at the following address:

_____ on _____ (date).

If disconnect request, name of Current Account Holder _____

Request services in the name of** (Responsible Party): _____

Mailing Address: _____

Phone Number: _____

TAX ID #: _____ (If in business name)

OR

Last Four digits S/S# _____ and DOB: _____

OR

Driver License# _____ State _____ and DOB: _____

Name of Authorized Contact _____ Phone Number _____

Signature _____ Date _____

**There may be hazards resulting from disconnection, including frozen pipes, and the person/company requesting disconnection will assume full responsibility. This would not pertain to any account(s) subject to disconnection for nonpayment of utility bills.*

*** If request is by a property management company for owner, please provide copy of property management agreement.*

Please Note: Our normal deposit process will be followed. A deposit may be required to set-up service.



116 Main St
Fountain CO 80917

RE: COF Fountain Utilities Red Flag Rules/Identity Theft Procedures

We received a request to put services back in the owner's name at the following address:

Service Address: _____

Owner's Name: _____

Due to recent changes in our Red Flag Rules/Identity Theft Procedures, we require identifying information on the account holder (s) of all open accounts. Please provide this information so we can add it to our files and there is no delay in setting up services. You can fax to (719) 322-2011.

Last four digits S/S#: _____ and DOB: _____

OR

Entire S/S # _____

OR

Dr License # _____ State _____

Property Owner's Phone Number: _____

If you have any questions or concerns, please feel free to contact us.

Sincerely,

Meri Villane
Customer Service Supervisor
(719) 322-2078



Property Owner's Request
For
Unpaid Water Service Charges

Date of Request _____

I, _____ (owner's name) am the current owner of the property at _____ (service address) and am requesting the amount of any and all unpaid water service charges at the above address as of the date of this request.

My phone number is () _____

My address is : _____

- ☐ Please email the requested information to _____
(owner's email address)
- ☐ Please mail the requested information to the above address
- ☐ Please fax the requested information to () _____

For Office Use Only:

Final Date of Service _____

Amount of Unpaid Water \$ _____

Customer Service Representative _____ Date _____

City of Fountain Utilities 322-2010

Owner, Please copy this form for future use and forward your request by:

- a. Mail- Fountain Utilities, POBox 700, Fountain CO 80817
- b. Fax- (719) 322-2011
- c. Email- customerservice@fountainutilities.org



Property Owner's Request
For
Unpaid Water Service Charges

Date of Request _____

I, _____ (owner's name) am the current owner of the
property at _____ (service address) and am
requesting the amount of any and all unpaid water service charges at the above address as of the
date of this request.

My phone number is () _____

My address is : _____

- ☐ Please email the requested information to _____
(owner's email address)
- ☐ Please mail the requested information to the above address
- ☐ Please fax the requested information to () _____

For Office Use Only:

Final Date of Service _____

Amount of Unpaid Water \$ _____

Customer Service Representative _____ Date _____

City of Fountain Utilities 322-2010

Owner, Please copy this form for future use and forward your request by:

- Mail- Fountain Utilities, POBox 700, Fountain CO 80817
- Fax- (719) 322-2011
- Email- customerservice@fountainutilities.org



COF Utilities Revert Procedure/Recommendations

In an effort to create a more effective and efficient process for placing service in the name of a landlord, realtor or management company, The City of Fountain Utilities requires the following information:

- Written authorization on the company's letterhead, dated and signed by the owner or authorized agent
- Specific information regarding:
 - How the account name should be listed for billing*Please note: If you request the account listed in the name of the property management or realtor's office, we require a letter from the owner of that office advising us we have their authorization to place the account in the company name and the agent is the contact only. Otherwise, we will list the account in the agent's name and they will be held personally responsible for the bill.*
 - The billing address
 - The service address
 - All associate/contact names and phone numbers
 - (If known) Previous tenant (who is moving out)
- Date service is requested along with a tentative water and electric turn on appointment time *
- A copy of the property management agreement
- Tax ID, when applicable

Please note:

- Our normal deposit process will be followed. A deposit may be required to set-up service.
- By submitting this request for services, you will be responsible for all related services, including minimum charges, until the City of Fountain Utilities has been notified by fax/email from your company or through initiation of service by the new tenant. No adjustments will be made to the utility charges incurred because of the tenant's failure to comply with the terms of your lease agreement.

Additional suggestions for inclusion in your lease agreement:

- Including the date that the tenants are expected to have the utilities placed into their name will provide you the documentation needed to collect any utility charges incurred because of the tenant's failure to comply with your lease agreement.
- Additionally, a third party notification added to the utility account will insure that should the utility account be in jeopardy of disconnect due to non-payment that any termination notice would also be mailed to you or your company. This form does require the signature of the tenant and the landlord, realtor or management company. *A copy of the COF Third Party Notification form is attached or can be obtained by contacting or visiting our office at the location listed below.*

Please contact us if you have questions.

City of Fountain Utilities Customer Service
(719) 322-2010 Fax (719) 322-2011
116 S Main St, Fountain CO 80817

*The City will connect customer's service within three (3) days of a request for service. (Rule 13.16.170 F.) Customers wishing to discontinue service or terminate responsibility for service should give at least three (3) working days notice to the City to that effect in order to allow sufficient time for final meter reading and disconnection or transfer of service. (Rule 13.16.220) - (Ord. 682 §2, 1985)

Third Party Notification Form

This Form will allow the City of Fountain Utilities Department to notify a third party of your choice of the non-payment of your electric and/or water and/or wastewater bill. If you request this service, please complete and sign the form below.

This request for third party notification will not be valid unless all information requested below is given, both the customer and the third party sign the form, and the completed form is returned to the City of Fountain Utilities Customer Service Department at the address below.

THIRD PARTY NOTIFICATION FORM

Si usted no puede entender esto en Ingles, por favor preguntarle a una persona que pueda traducirlo al Español.

In the event that you receive notification from the City of Fountain Utilities Department of the intent to discontinue electric and/or water service to the utility address below for nonpayment of an electric and/or water and/or wastewater bill, the third party listed below will also receive a copy of the notice and we will be authorized to communicate with the third party concerning the status of your account.

Name of Customer: _____

Utility Service Address: _____

City, State and Zip Code: _____

Telephone: _____

THIRD PARTY INFORMATION

Name of Third Party: _____

Mailing Address: _____

City, State and Zip Code: _____

Telephone: _____ Relationship to Customer: _____

Signature of Customer: _____ Date: _____

Signature of Third Party: _____ Date: _____

The City of Fountain Utilities Customer Service Department
116 S. Main St.
Fountain, Colorado 80817
(719) 322-2010

Entered by: _____	Date: _____	Office use only Utility Account number: _____
-------------------	-------------	--

If Applicable

Account:



MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC.

FAX 495-3014
Limon 719-775-2861 • Falcon 719-495-2283 • www.mvea.org

P.O. Box 1600 • Limon, Colorado 80828-1600

AUTOMATIC REINSTATEMENT

The undersigned, as owner or acting as the Authorized agent of the owner, hereby authorizes Mountain View Electric Association, Inc. (MVEA) to take the following action during periods of vacancy at:

Please check one of the choices below. Based upon previous credit history, a consumer deposit may be required. You will be responsible for all electric charges while the service is in your name.

☐ **Shut off service -- do not bill** (owner or agent is hereby advised that shut off of service may cause inconvenience and, during prolonged periods of sub-freezing temperature, unless property is winterized, shut off may result in broken water pipes and other damage.)

☒ **Leave service on and bill to:**

Account Name

o/c Clemente Real Estate

Mailing Address

5140 N. Union Blvd Ste # 101

City

Colorado Springs

State

CO

Zip

80918

- **Important Exclusion:** Automatic Reinstatement will only apply if the tenant's account with MVEA is current. If the tenant is delinquent in payment for electric service, MVEA's normal policies will apply and service may be disconnected. MVEA offers a Third-Party Notification option, and with the tenant's written consent, you can be notified if a delinquent notice has been mailed to the tenant. Please contact your nearest MVEA office for details on this option.

PLEASE NOTE:

Because this information will be made a permanent part of our records, it will be necessary for you to advise us if the property is sold so we can delete this from our records. Without MVEA being notified in writing of sale and transfer of ownership, service could be placed into former owner's name, resulting in additional charges. A new form must be submitted if you make any changes in this information.

No guarantee, expressed or implied, is made that service will not be disconnected upon a renter's request except that MVEA will make every effort to grant requests for automatic reinstatement.

If the property management company or agent signs this form, a copy of the management agreement with the owner must be attached.

OWNER

AUTHORIZED AGENT

Name (print)

Name (print)

Clemente Real Estate

John Clemente

Signed

Date

Signed

Date

Phone No. Wk

Hm

Phone No. Wk

Hm

For Office Use Only -- Date

Employee # MT

Notesfile

Your Touchstone Energy® Partners

The power of human connections



OWNERS PROPERTY DISCLOSURE

RENTALS

THIS DISCLOSURE SHOULD BE COMPLETED BY OWNER, NOT BY PROPERTY MANAGER

Owner states that the information in this Disclosure is correct to the best of the Owner's CURRENT ACTUAL KNOWLEDGE as of the stated date below.

Date: _____

Property Address: _____ Colorado Springs, CO _____

Owner's Name: _____

A. APPLIANCES		IN WORKING CONDITION					COMMENTS
		Not Included	Yes	No	Do Not	Age If	
1	Built-in Vacuum System & Accessories						
2	Clothes Dryer						
3	Clothes Washer						
4	Dishwasher						
5	Disposal						
6	Freezer						
7	Gas Grill						
8	Hood						
9	Microwave Oven						
10	Oven						
11	Range						
12	Refrigerator						
13	Room Air Conditioner						
14	T.V. Antenna						
15	Satellite System or DSS Dish						
16	Trash Compactor						
17							
18							

B. ELECTRICAL SYSTEM		IN WORKING CONDITION					COMMENTS
		Not Included	Yes	No	Do Not	Age If	
1	Air Purifier						
2	Security System						
3	Ceiling Fan(s) #						
4	Garage Door Opener						
5	Garage Door Opener Control(s) #						
6	Inside Telephone Wiring & Blocks/Jacks						
7	Intercom						
8	In-Wall Speakers						
9	Smoke & Fire Detectors #						
10	Light Fixtures						
11	Switches & Outlets						
12	Interior 110 Volt Aluminum Wiring						
13	Vent Fan(s) #						
14	Sauna						
15	220 Volt Service						
16							
17							

C. HEATING & COOLING		IN WORKING CONDITION					COMMENTS
		Not Included	Yes	No	Do Not	Age If	
1	Attic/Whole House Fan						
2	Central Air Conditioning						
3	Evaporative Cooler						
4	Heating System Type: _____ Fuel(s): _____						
5	Fireplace: Fuel(s): _____						
6	Fireplace Insert						
7	Stove: Fuel(s): _____						
8	When was Fireplace/Wood Stove/Chimney/Flue Last cleaned Date: _____						
9	Humidifier						
10	Propane Tank - Circle One Owned Leased						
11	Radiant Heating - Circle One Interior Exterior Hose Type: _____						

D	WATER SYSTEMS	Public	Well	Shared Well	Cistern	None	COMMENTS
1	Type of Water Supply Company:						
2	Type of Sanitary Sewer Service Company:						
		IN WORKING CONDITION					
		Not Included	Yes	No	Do Not	Age If	COMMENTS
3	Water Heater Fuel Type:						
4	Hot Tub or Spa						
5	Plumbing						
6	Pool						
7	Sump Pump						
8	Underground Sprinkler System						
9	Fire Sprinkler System						
10	Water Purifier						
11	Water Softener						

E	ROOF	Yes	No	Do Not	Age If	COMMENTS
1	Roof Leak?					
	Past					
	Present					
2	Damage to the roof?					
	Past					
	Present					
3	Roof Under Warranty?					
4	Expiration Date of Warranty:					
5	Roof Material:					
6						
7						

F	ENVIRONMENTAL CONDITIONS: Does Owner have any knowledge	Yes	No	Do Not	COMMENTS
1	Methane Gas				
2	Radon Gas (EPA encourages all owners to test for radon)				
3	Radioactive Materials				
4	Toxic Materials				
5	Urea Formaldehyde Foam Insulation (UFFI)				
6	Asbestos				
	Type: _____				
	Location: _____				
7	Underground Storage Tank(s)				
8	Underground Transmission Lines				
9	Pets Kept on Property				
10	Dead or Diseased Trees or Shrubs				
11	Designated Noxious Weeds				
12	Mold				
13	Carbon Monoxide Detectors				
14					

G	STRUCTURAL CONDITIONS: Does Owner have any knowledge that	Yes	No	Do Not	COMMENTS
1	Landfill				
2	Mineshaft or Tunnel				
3	Within designated Flood Plain Area				
4	Sliding, settling, upheaval, movement or instability of earth, expansive soil				
5	Structural Problems				
6	Any additions or alterations made without a required building permit				
7	Moisture and/or water problems in basement or crawl space				
8	Damage due to termites, other insects or rodents				
9	Damage due to wind, fire or flood				
10					
11					

II	OTHER DISCLOSURES: Does Owner have any knowledge that the	Yes	No	Do Not	COMMENTS
1	Encroachments, boundary disputes, unrecorded easements				
2	Shared or common areas with adjoining properties				
3	Zoning Violations				
4	Building Code Violations				
5	Violation of restrictive covenants or owner's association rules or				
6	Non-conforming use				
7	Notice of any adverse conditions about the property from any				
8	Legal action related to the property				
9	Property is part of an owners' association but not yet implemented				
10	Special assessments or increases in regular assessments approved by the				
11	Special improvements approved but not yet installed, which may become a				
12	Exterior Artificial Stucco				
13					
14					

Owner understands that CLEMENTE REAL ESTATE SERVICES in no way warrants or guarantees the above information on the Property. Property inspection services and/or The information contained in this Disclosure has been furnished by the Owner, who certifies to the truth thereof based on Owner's CURRENT ACTUAL KNOWLEDGE.

OWNER

DATE

OWNER

DATE



REAL ESTATE SERVICES

5140 N. Union Blvd. Suite 101 - Colorado Springs, CO 80918

Office: 719-574-4646 Fax: 719-264-9624 Toll Free: 1-866-893-0222

E-Mail Address: info@clementehomes.com Website: www.clementehomes.com

OWNER MOVE-OUT PROCEDURES

OWNER(S) NAME: _____

PROPERTY ADDRESS: _____

_____ CLEMENTE REAL ESTATE SERVICES understands that the OWNER will be vacating by: _____

Our office will order a "Black Light" test. The contractor will contact you for a date and time to get that done prior to your move out. The invoice will be billed to you, as the owner. If the contractor determines that there is damage the cost for mitigation will be billed to you.

_____ Bring all keys, garage door opener remotes, mailbox keys (Mailbox # _____) pool passes, etc., to our office and make sure we have your forwarding address, contact phone numbers, copy of carpet cleaning bill copy of wood burning fireplace and/or wood stove cleaning bill and copy of house cleaning bill, if applicable.

Forwarding Address: _____

_____ Provide Clemente Real Estate with any Homeowners Association Information, a copy of the HOA Rules and Regulations and if the HOA provides any services i.e. Trash Removal, water, sewer, etc.

Trash Service Company Name: _____, Phone # _____,

Pickup Day and Time _____

The following pages are a checklist for move out

This is also the checklist of items the tenant will be required to complete upon their move out.

GROUNDS

- _____ Free of trash, weeds and pet manure.
- _____ Grass cut and clippings removed.
- _____ Outside hoses disconnected.
- _____ Fences repaired if damaged during your tenancy.
- _____ Personal identification removed from mailbox.

GENERAL INTERIOR

- _____ All drapes and curtain rods should be firmly fastened. All drapes, blinds and curtains in good repair and properly hung.
- _____ Clean all heat fixtures. Vacuum out floor vents/vacuum baseboard heat registers.
- _____ Call all Utility Companies and order final readings. **DO NOT HAVE UTILITIES TURNED OFF.** In the winter months (October-March), do not turn off the heat, please leave it set on 60 degrees.
- _____ When having phones disconnected please be sure to have all lines including computer lines disconnected.
- _____ Make your own final trash pick-up arrangements. Do not leave unbagged trash for pickup. Have Trash Company pick up their can (if applicable).
- _____ All ceiling "J" hooks will be left in place. Remove all nails for pictures, etc.
- _____ Carpets must be **PROFESSIONALLY** steam cleaned per paragraph 21 of your lease. If necessary carpets may need to be deodorized. **TENANT** is required to use Jason Robertson @ Anderson Carpet Cleaning 459-0283 Michael Clay @ Maximum Solutions 200-3341 - or Vince Striedieck @ Extreme Clean 592-0707 for move out carpet cleaning.
- _____ Wood burning fireplace and/or wood burning stove must be **PROFESSIONALLY** cleaned per paragraph 8 of your lease. Dr. Soot at 598-4466.
- _____ Walls, window sills and baseboards to be cleaned. Whereas paint touchup can improve the appearance of any wall, a poorly matched paint job detracts rather than enhances the appearance. If touching up paint, try paint on small area first, let dry to see if matches before proceeding.

What do I do with the nail holes and scuff marks on walls and ceilings before I move out?

1. Spackle nail holes and gouges in walls. Only put enough spackle in the hole to fill the hole. Use a damp sponge to remove excess spackle and let dry.
2. Find touch up paint left in the house. Take a small paint brush and apply a small amount of paint on the wall in an inconspicuous area of the wall and let dry. If it matches the color and finish of the existing paint (flat paint on flat paint, semi-gloss on semi-gloss paint and enamel gloss paint on enamel gloss paint) then go and touchup as needed.
3. If paint does not match **DO NOT CONTINUE TO USE THAT PAINT.**

4. If no touchup paint exist or is dried up, remove a small sample of the existing paint in an inconspicuous area by using a safety razor blade. Take that sample to a paint store to match.
5. For scuff marks use Mr. Cleans' miracle sponge. It comes in a box of 4 and is excellent in removing scuff marks and dirt from walls, baseboards, ceilings and woodwork.
6. Do not paint at night.
7. Failure to follow these steps and a house full of mismatched paint will cause additional expense to you.
8. Call Clemente Real Estate Services if you have any questions.

_____ Wash windows, including door windows (Inside only unless outside has pet or child smudges etc. clean outside if necessary).

LIVING ROOM/DINING ROOM/FAMILY ROOM

_____ Tile and hardwood floors clean and waxed.

_____ Clean heating fixtures.

_____ Light fixtures and switches cleaned and have working light bulbs.

_____ Wood burning fireplace face and/or glass, free of smoke stain and fire box vacuummed. All fireplace tools received with house must be present.

KITCHEN

_____ Stove top and oven cleaned, including under burners and top of stove. If burner drip pans won't clean up properly, replace them. Remove grease around knobs and switches.

_____ Appliance bulbs, installed and working in ovens and refrigerators.

_____ Hood and hood filter clean and free of grease.

_____ Leave refrigerator and freezers clean and defrosted. Leave plugged in at lowest temperature settings.

_____ Cabinets and drawers clean inside and out.

BEDROOMS

_____ Closets free of trash and hangers, shelves clean and walls free of soil marks.

_____ Carpets clean and vacuummed.

_____ Clean fans and light fixtures and have working light bulbs.

BATHROOMS

- _____ All fixtures clean, including inside of bowls, tub and showers.
- _____ Floor clean.
- _____ Medicine cabinet mirrors and vanity cabinets clean and free from hair, toothpaste, etc. inside and out.
- _____ Light fixtures cleaned and have working light bulbs.

BASEMENT AND GARAGE

- _____ Trash removed.
- _____ Clean up oil, paint, other stains from floor and sweep out.
- _____ Leave such counters, shelves, work benches, etc. as you may find on occupancy.
Remove any temporary construction you may have installed.