



## Welcome to Stix & Stones

Welcome, and thank you for choosing Stix and Stones as your property management company! Communication is key to the success of any business relationship and the Stix and Stones/Owner relationship is certainly not an exception. Please let us know if you **have any questions and/or concerns**.

**DOCUMENTS:** It is important that Stix and Stones receives all critical information as we begin to manage your investment. Understand that these are legal documents and by signing them you are obligating yourself to the conditions of the document.

- Management Agreement
- Brokerage Duties Addendum
- Property Owner Questionnaire
- Direct Deposit Authorization Form
- W-9
- **Please also get us copies of current leases and contact information for all tenants as soon as possible.**

Please complete the documents and forms promptly, and efficiently, and return to the office via fax or email. Thank you, in advance, for your cooperation through this process and in setting up and maintaining an accurate account for you and your investment.

Included with these forms, you will find our Stix and Stones Owner Manual. Please read through it, and refer to it with questions regarding our policies and procedures. You should also always feel free to contact our office with questions as well.

Once again, thank you for choosing Stix and Stones as your Property Management Company. We look forward to a successful business relationship!

Best Regards,  
The Team at Stix and Stones Fine Colorado Properties



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

(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:** Stix & Stones Fine Colorado Properties

**2.3. Broker:** Lance Becker

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,



the parties agree the following applies:

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

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

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

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

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

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

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

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

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

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

**4.1.6.** Keeping Landlord fully informed regarding the transaction.

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

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

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

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

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

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

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

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

**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 obligated to seek additional offers to lease such portion of the Property.

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

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

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

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

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

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





108 known to Broker.

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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.

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136 **7. ADDITIONAL AMENDMENTS:**

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140 Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

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143 Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

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147 Brokerage Firm's Name: **Stix & Stones Fine Colorado Properties**

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149

Date: **6/27/2013**

150 Broker: **Lance Becker**

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



**Stix & Stones**  
Fine Colorado Properties

Stix and Stones: 7120 E. Orchard Rd. Ste. 400  
Centennial, CO 80111  
Office: 303.770.2409 | Fax: 720.489.8838  
Management@stixandstones.net  
www.stixandstones.net

## PROPERTY OWNER QUESTIONNAIRE

Please return to Stix & Stones Fine Colorado Properties

Fax: (720) 489-8838 | Office: (303) 770-2409

Management@StixandStones.net

### PROPERTY DETAILS

Address:

City:

State:

Zip:

### OWNER INFORMATION

Owner(s) Full Names:

Mailing Address:

City:

State:

Zip:

Home:

Office:

Cell:

E-mail:

Social Security # (For W9) or EIN# if using an LLC:

### EMERGENCY CONTACT (if different from above)

Name:

Address:

City:

State:

Zip:

Home:

Office:

Cell:

### TENANT INFORMATION (if currently rented)

If rented, name of current tenant(s):

Tenant phone:

Are you holding the deposit? ☐ Yes ☐ No

Amount: \$ \_\_\_\_\_

Lease Period: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ To \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Is rent current? ☐ Yes ☐ No

If property is occupied, please attach copies of leases and all associated documents.

### POLICIES / UTILITY INFORMATION

Pets Ok ☐  
Accepting Section 8  
Electric

No Pets ☐  
Yes ☐  
Owner Pays ☐

Dogs Only ☐  
No ☐  
Tenant Pays ☐  
Cats Only ☐



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<b>Gas</b>	<b>Owner Pays</b>	<input type="checkbox"/>	<b>Tenant Pays</b>	<input type="checkbox"/>
<b>Water</b>	<b>Owner Pays</b>	<input type="checkbox"/>	<b>Tenant Pays</b>	<input type="checkbox"/>
<b>Trash</b>	<b>Owner Pays</b>	<input type="checkbox"/>	<b>Tenant Pays</b>	<input type="checkbox"/>
<b>Sewer</b>	<b>Owner Pays</b>	<input type="checkbox"/>	<b>Tenant Pays</b>	<input type="checkbox"/>
<b>HOA</b>	<b>Owner Pays</b>	<input type="checkbox"/>	<b>Tenant Pays</b>	<input type="checkbox"/>
<b>Owner Pays Snow Shoveling</b>	<input type="checkbox"/>	<b>Tenant Responsibility</b>	<input type="checkbox"/>	
<b>Owner Pays Mowing</b>	<input type="checkbox"/>	<b>Tenant Responsibility</b>	<input type="checkbox"/>	<b>Mowing Frequency</b> _____
<b>Mowing Notes</b> _____				

REPAIRS/MAINTENANCE			
<b>If yes, please provide details about preferred contractors:</b>	<b>Specialty</b>	<b>Name</b>	<b>Contact Number</b>
INSURANCE INFORMATION			
<b>Company:</b>		<b>Phone:</b>	
<b>Policy Number:</b>		<b>Renewal Date:</b> ____/____/____	
<b>Address:</b>			

ADDITIONAL COMMENTS

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

# Direct Deposit Authorization Form (ACH Credits)

Company Name: Stix & Stones Fine Colorado Properties/Investment Strategies

## Direct Deposit Authorization Agreement

I hereby authorize Stix & Stones Fine Colorado Properties/Investment Strategies to initiate credit entries to my \_\_\_\_ Checking Account/\_\_\_\_ Savings Account (select one), indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to credit the same to such account. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I also acknowledge a fee of \$12.00 per year will be billed by Stix & Stones Fine Colorado Properties/Investment Strategies for the service. The billing will take place in December of each year and billed for the entire year in arrears to the month you begin ACH deposits. The fee is \$1.00 per transaction.

## Financial Institution

Depository Name \_\_\_\_\_

Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Routing No. \_\_\_\_\_ Account No. \_\_\_\_\_

This authorization is to remain in full force and effect until Stix & Stones Fine Colorado Properties/Investment Strategies has received written notification from me of its termination in such time and in such manner as to afford Stix & Stones Fine Colorado Properties & Investment Strategies and DEPOSITORY a reasonable opportunity to act on it.

Name \_\_\_\_\_ Date \_\_\_\_\_ (Print Name)

\_\_\_\_\_  
Signature

Attach a VOIDED CHECK for checking account or SAVINGS DEPOSIT SLIP for savings account.

## 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/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor    ☐ C Corporation    ☐ S Corporation    ☐ Partnership    ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 the "Name" line 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.

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

#### Social security number

				-				-				
--	--	--	--	---	--	--	--	---	--	--	--	--

#### Employer identification number

				-								
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### 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 ▶

### 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.