Apex Property Management and Real Estate Inc.

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This form has not been approved by the Colorado Real Estate Commission. It was prepared by legal counsel Tschetter Sulzer Muccio PC on behalf of Apex Property Management and Real Estate. 2026_0623

1. Apex Property Management and Real Estate Inc. Property Management Agreement

1.1 PARTIES

This Agreement is entered by and between, hereinafter called "Owner" and *Apex Property Management and Real Estate Inc.*, hereinafter called "Manager." Owner hereby represents to Manager that they are the owners of the property or premises located at: hereinafter called "Property" or "Premises." Renter or renters of said Property are hereinafter referred to as "Resident'' or "Tenant" Owner warrants that the Property is not subject to current legal action or foreclosure.

1.2 TERM

The term of this Agreement shall commence on this Management Agreement Start Date, and end on the last day of the 12th month from Start Date. Upon expiration of the above initial term, this Agreement shall automatically be renewed and extended for a like period of time unless terminated in writing with not less than (SIXTY) 60 days' prior written notice to the Manager. Owner's proceeds shall be distributed by Manager no later than thirty (30) days after termination unless outstanding Manager or third-party obligations remain, in which case distribution shall be accomplished immediately after the last such obligation is satisfied.

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1.3 MANAGER'S FEES

Monthly rent collection fee - A fixed percent of the monthly rent/income/charged back recouped income (utilities, pet rent, etc.) charged by Manager as compensation. Such fee shall be 10% for each individual living unit, based on the monthly income actually collected from the Tenant(s) if occupied. This includes any rent, utilities, and any other costs paid by Tenant(s).

Leasing fees for new tenancies – Each time the Property is leased to a new Tenant, Owner will pay Manager a leasing fee equal to 50% of one full month's rent, due and payable at the time the lease is executed.

Lease renewal – Each time a Tenant in the Property renews or extends a lease, Owner will pay Manager a renewal fee of 50% of one full month's rent, due and payable at the time the new lease is executed. This paragraph does not apply to month-to-month renewals/extensions.

Startup fee - Manager shall receive $500 as an administrative startup fee at the beginning of service. This fee covers the time it takes to properly set up a new property and owner into Manager's various systems.

Late fees - In the event that it is necessary to assess a Tenant with a late fee, 100% of the fee will go to the Manager. This policy is due to the amount of extra time, gas, and money associated with collecting late rent. Should a Tenant require legal demands posted for any reason Owner will be charged the pass-thru cost from our 3rd Party Vendors without mark up. Manager will also collect and retain late fees and charges for bounced checks.

Other Tenant fees – Manager may, per the terms of its lease agreement, require Tenants to pay additional fees, pet rent, administrative fees, or other charges as part of the normal business of operating residential properties. While these fees must be disclosed to Tenants, Manager need not disclose to Owner. Owner may request a copy of Manager's lease at any time.

[ ] (Check if Applicable) Markup(s) Disclosure: Manager includes and shall retain the following markup(s) in any lease, renewal or extension with tenants (list/describe any fees or charges that a tenant will pay a markup, and the amount of the markup):

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Maintenance fees and Income: All applicable charges outlined under “Maintenance”, section 6 C of this Agreement

1.4 RESPONSIBILITY OF MANAGER

Owner hereby employs the services of the Manager to manage, operate, control and rent the Property described herein. Owner hereby appoints Manager as lawful agent and attorney-in-fact with full authority to do any and all lawful things necessary for the fulfillment of this Agreement, including the following:

A. To collect monthly rent as it becomes due, giving receipts therefore and to render to Owner a monthly accounting of rent received and expenses paid out; and to remit to Owner all income, less any sums paid out and as set forth herein, General Provisions, paragraph B. Collection of Rent. If Owner chooses to receive copies of their documents on-line, Owner can set up and log in to view documents and statements.

B. To make or cause to make all maintenance, alteration and repairs to the Property as are determined necessary and to hire and supervise all employees and other labor for the accomplishment of same and as set forth herein, General Provisions, paragraph C. Maintenance.

C. To advertise the Property at Owner’s expense by means and methods that Manager determines are reasonably competitive. To rent the Property; to sign, renew and cancel rental agreements for the Property or any part thereof. Manager shall have sole responsibility for establishing the terms and conditions for tenancies of the Property, including but not limited to approving applicants, establishing rents, deposits, fees, pet terms, and lease terms and conditions. Manager shall not be required to present all offers to lease to Owner.

D. To maintain accurate records related to the Property and retain such records for not less than 7 years.

1.5 DISBURSEMENTS

A. Manager shall pay, out of rent received, the following as they accrue and in the order herein set forth:

1. Manager’s compensation, as described in this Agreement.

2. Such advertising, utility bills, necessary repairs or charges to maintain the Property; cleaning charges as shall accrue or be necessary to preserve the Property during periods of vacancy or occupancy; to put the Property in a rentable condition after vacated; or expenses to regain possession or to attempt to collect delinquent rent.

3. Proceeds to Owner: Tenancy revenues, refunds, adjustments, or other funds due to Owner shall be sent on or before the last day of each month to Owner. In the event that the Manager receives rent late or cannot collect rent, proceeds to Owner will be disbursed with the next monthly distribution after receipt.

B. Accounting for funds: Manager shall furnish Owner a monthly accounting statement showing the receipts and expenditures with respect to the Premises, plus Owner’s monthly proceeds, as set forth in this section.

C. It is expressly agreed that nothing herein contained shall be construed as requiring Manager to advance any of its own monies for any purpose whatsoever. If Owner is unable to pay bills and invoices received for their properties under normal management as authorized by this agreement, Manager is allowed to assess interest to Owner at a rate not to exceed 8% if said expenses are over 30 days past due and Manager advances the funds to the Owner’s account. Manager reserves the right to pause or terminate automatic payments set up on behalf of Premises in the event Owner is unable to contribute funds in the event the account has insufficient Owner funds.

1.6 GENERAL PROVISIONS

A. Grant of Power:

1. Subject to the limitations set out herein, Owner grants Manager full power and authority to lease the real Property described, or any part thereof, in its own name as Manager for Owner. In order to effectuate same, Manager may enter into such written contracts and/or leases as Manager deems necessary, in its own name as Manager for Owner. Manager may collect and receive all rents arising as a result of Manager’s management of the Premises, and use such means as are ordinary and customary in collecting or attempting to collect any delinquent rents or in regaining possession of the Premises from a Tenant whose rent payments are delinquent or who violates any other term of the tenancy held by Tenant. Owner hereby assigns to Manager any and all delinquent rents, damages and/or utilities due that may accrue from any Tenant for the purpose of crediting such rents to Owner’s operating account for required disbursement.

B. Collection of Rent:

1. Manager shall use such means as are ordinary and customary to collect or attempt to collect any rent from any Tenant of the Premises. In the event legal action is necessary to obtain judgment for possession of the Premises, delinquent rent or damages

upon other causes of action, Manager will, with permission of Owner, instigate action, legal or otherwise, for the collection of rents which are beyond the discretion heretofore allowed to Manager, provided such action is considered reasonable by the Manager.

2. Manager shall not be held monetarily responsible for Manager's inability to collect rents. Manager shall not be held responsible for any expenses incurred for legal action involved in the collection of rents and/or the eviction of any Tenant and/or any damages incurred to the Property. All such expenses shall be paid by Owner, reimbursable in the event Manager is able to collect the rents, legal fees or damages from the Tenant.

3. Once management concludes, Manager shall no longer be responsible for disbursing rent to Owner, including any files sent to collections. Manager reserves the right to retain any old debt collected and sent to Manager from past Tenants after Manager and Owner have terminated this Agreement.

C. Maintenance:

1. Manager shall have full authority to perform or to have performed such maintenance of the Property as is reasonable and necessary for the safety of the Tenants and the preservation of the Property. The Owner of the Property will provide Manager with $200.00 that will be deposited in an escrow account. These funds shall be retained as "owner operating fund."

2. Repairs beyond $500.00 will be pre-approved by Owner, with the exception of events Manager deems to be an "emergency", as well as any repairs related to Warrant of Habitability repairs. Examples of problems requiring this type of repair include but are not limited loss of heat, loss of air conditioning, loss of hot water, active water leaks, sewage backups, etc.

3. Manager shall have the authority to add in or "mark up" a service fee for all work performed on Owner's Property. This mark up will be charged at Manager's discretion to compensate for the time spent managing work orders, coordinating access, and paying vendors. This up charge shall be 10% of the total cost of each individual work order or invoice paid through Owner's account. Manager may also require its hired maintenance vendors to pay it a fee or other percentage for the providing of maintenance work and oversight of said work. This is a separate agreement between Manager and its vendors and does not affect this Agreement.

4. Manager may, at its sole discretion hire/employ individuals to act as "in-house" maintenance workers, and bill Owner for maintenance services as defined in Section C. Owner is under no obligation to use Manager's in-house maintenance services, and Manager may not bill Owner under this concept if Owner refuses service. Manager's hourly rate is deemed by Manager to be competitive for the marketplace, and may change without prior notice including but not limited to specified hourly rates and any reasonable mark up on materials.

5. If a rental unit is deemed in need of certain services/cleanings such as carpet cleaning and/or a general maid service cleaning of the interior, especially if it is deemed a necessary expense in order to secure a new Tenant, Manager may schedule and charge Owner for the cost without prior approval.

6. Manager may, in its reasonable discretion, install fire/smoke detectors, Carbon Monoxide detectors, and/or fire extinguishers as required by state and local law on the Property at Owner's expense without prior approval.

7. Manager may, in its reasonable discretion, inspect the Property to determine what maintenance needs to be performed to the Property. In fact, 1-3 times a year, Manager may choose to do an interior/exterior inspection to change smoke alarm batteries, change furnace filters, and look for preventative maintenance issues as well as conduct a documented condition report. Owner will be billed manager's normal hourly rate and the cost of any materials used including any reasonable material mark-up.

8. Manager will solicit and receive bids for work to be performed when necessary, and Manager may charge a "Project Management" fee for this not to exceed $250 for work costing up to $2,500, and not to exceed $500 for work costing more than $2,500 unless previous agreed to between Owner and Manager. For any work costing over $10,000, Manager may be entitled to a Project Management fee equal to 10% of the total project's cost, without prior notification to Owner.

9. For single family homes, if Owner is concerned about the condition of the yard/landscaping remaining watered and/or in good condition (well-trimmed, mowed weekly, weeds pulled, etc.), Owner should consider letting Manager hire professional landscapers and furthermore, Owner may want to consider paying for all or a portion of the unit's water bills during certain or all periods of the year (i.e., summer months). Manager shall not be liable to damage caused to landscaping caused by Tenants or acts of nature.

10. Manager will not be held responsible for damage to pools/spas. Manager will not schedule routine maintenance/upkeep unless requested by Owner. Owner must discuss any routine maintenance needed with their chosen pool/spa company themselves. Manager will not guarantee any Tenant charge backs related to pool/spa damage, and will not attempt to collect any compensation for any damage that is not obvious/blatant to Manager.

D. Discretionary Authority:

1. In an emergency, as determined by Manager's discretion, Owner authorizes Manager's expenditure in excess of funds on hand

without prior authorization. Owner shall thereafter promptly remit, upon Manager's request, the necessary balance. Failure of Owner to remit balances described in this subparagraph shall result in Manager's reimbursement from subsequent revenues ordinarily accruing and payable to Owner.

E. Insurance Coverage:

1. Owner is obligated, at Owner's expense, to keep the Owner's mortgage(s) current and the necessary fire and extended coverage and liability insurance policies current and renewed. Manager shall be shown as an additional insured on such policies and Owner shall provide Manager with a certificate of insurance showing a minimum of $500,000 liability coverage within 30 days of the execution of this Agreement. Owner is solely responsible for payment of any mortgages or liens against subject Property.

2. Manager shall maintain, at its own expense, general liability and auto insurance with limits not less than $1,000,000, as well as workers compensation coverage with provider of Manager's choice.

F. Liability of Manager: It is agreed that Manager shall use reasonable and ordinary care in the selection of Tenants and all other acts defined by this Agreement.

1. Owner shall hold Manager harmless from all personal injury suits, which may arise in connection with the management of the Premises, and from any liability from injuries suffered by any person entering the Premises.

2. Manager shall not be personally liable for any act it may do or omit to do hereunder as Manager while acting in good faith, exercising its best judgment, except for such liability that is upheld in a court of law.

3. Manager is hereby expressly authorized to comply with and obey any and all process, orders, judgments or decrees of any court. Where Manager obeys or complies with any such process, order, judgment or decree, it shall not be liable to Owner or any person, firm or corporation by reason of such compliance, notwithstanding subsequent reversal or modification.

4. Manager is hereby expressly authorized to comply with any laws, whether now in existence or hereinafter enacted, and whether federal, state, or local, relating to fair housing, rent control, discrimination and health and welfare. Manager is expressly authorized to comply with the rule or order of any governmental agency (i.e., Colorado Real Estate Commission), insofar as such order in any manner affects the management of the Premises or any duties of the Manager hereunder.

5. Manager is hereby not liable or responsible for any personal items left over by Owner, regardless of value, type of belonging (furniture, art, automobile, etc.) or location in which item is left (garage, storage closet, locked storage unit, etc.). Manager will document appliances, or other built in features of the Premises only, all other personal items should be removed by owner prior to management if Owner does not want them to be discarded, damaged or lost.

G. Security and Damage Deposits:

1. A security and damage deposit greater than or equal to one month's rent, unless agreed by Manager or a Deposit Alternative is placed by Tenant, shall be collected by Manager from Tenant before Tenant occupies the Premises. Such deposit shall be maintained in a trust or escrow account of the Manager or savings/escrow account of the Owner, with prior arrangement.

2. Security and damage deposit collected by Manager from Tenant, shall be returned to the Tenant by the Manager or the Owner when the Tenant vacates the Premises, subject to Manager's determination, consistent with Colorado law, which requires funds be returned within thirty (30) days unless otherwise stipulated in lease, not to exceed sixty (60) days.

3. Manager shall properly account for any portion of the security deposit retained for the purpose of offsetting Owner's expenses for unpaid rent, utilities, cleaning charges or repairs.

3.1 In the event of management termination, Owner shall be immediately and fully responsible of Premises, subject to the rights of any Tenant in possession. This includes any and all actions related to the property, current, previous or future lawful renters, pending or future work orders, pending or pre-authorized invoices or expenses, and including any pending deposit refunds and Itemized Security Deposit Dispositions. Manager shall not engage post management termination related to the furnishing and handling of any deposit monies, itemized disposition for damages and expenses, or potential legal liability or court appearances when an active management is not in effect. If additional work is requested by Owner post termination, and agreed to by Manager, Owner shall agree to pay hourly at $150 for any staff conducting work related to properties not currently managed. Notwithstanding providing normal management records to Owner or new managers such as past and current leases, ledgers, rental applications etc.

4. Owner acknowledges Manager's duties under Rule 5.8 of the Colorado Real Estate Commission concerning notice to Tenants of transfer of deposits to Owner, if applicable, and disclosures, of Owner's true name and current mailing address. Pursuant to Colorado Real Estate Regulations, Manager must advise Owner and Owner acknowledges that, all monies held by Manager in bank accounts not denominated a "trust" account may be subject to offset by creditors of Manager. Provided, however, Manager agrees that it shall deposit funds received from Property operations or from Owner in Manager's designated trust accounts.

5. Any trust account Manager maintains under this Agreement may be an interest-bearing or income producing account.

Manager may retain any interest or income from such account as compensation under this Agreement.

6. In the event litigation occurs concerning security deposits, Manager shall defend same in its own name as Manager for Owner, at Owner's expense. Manager may charge Owner a fee not to exceed $150/hour for time spent in litigation (time in court, time preparing for court, travel time to and from courthouse, etc.).

7. Should this Agreement terminate while an existing Tenant's security deposit is in Manager's possession, Manager shall forward that amount in full to Owner within 30 working days. As of disbursement, Manager shall have no further obligation or liability whatsoever concerning the security deposit to any person or entity; and Owner shall hold Manager harmless there from.

H. Off Market:

1. Owner expressly agrees that if the Premises are presently listed for sale, that once Manager procures Tenants to lease said Premises, Owner will immediately take said Premises off the market for sale for the duration of the Tenant's lease term and any extension thereto, unless otherwise agreed to with Manager in writing. In the event that the Owner decides to sell said Premises during Tenant's lease, Owner is not allowed to show said Premises until the end of the lease, unless it is approved by Manager and Tenant.

I. Property Occupied at Commencement of Management:

1. If Property is occupied by a Tenant when Manager commences management services, Owner must provide Manager with any and all pertinent information/paperwork, including Tenant ledger, rent rolls, leases, applications, and any Tenant contact info.

2. Manager will hold security deposits of any Tenants as described in Section G.

3. Owner acknowledges that all leases are different, and possibly up for interpretation. If Tenant is not currently signed on a Manager's lease, Manager may be limited in any and all actions that can be enacted, up to and including collecting back owed rent, late fees, entrance to property, maintenance scheduling, and eviction.

J. Address of Owner/Contact person:

1. If Owner is a partnership, trust, corporation, or other entity, or if Owner consists of two or more individuals, then Owner agrees that notice by Manager to one individual shall constitute notice to all Owners. Owner expressly agrees to advise Manager, in writing, of any change of address or phone numbers as soon as possible.

K. Deficit Account:

1. In the event of Manager's termination, should there be any outstanding and unpaid obligations, debts or charges due Manager, any amounts on account or received by Manager on account or otherwise due Owner shall be applied first to satisfy those obligations and then disbursed to Owner. Owner waives all protest and defenses against Manager for such lawful disbursements. Manager's lien right against Property shall not be waived by this provision.

L. No Waiver:

1. No waiver of any term, provision, or condition of this Agreement, a lease, or Manager's failure to insist upon strict compliance with the terms of this Agreement in any one or more instances shall be a further or continuing waiver of any such term, provision, condition, or right under this Agreement, or a waiver of Manager's right to act on any current or future violation by Owner (i.e., wrong payment amount for any amount of time does not mean that the Manager waives the right to collect the correct payment amount for the remainder of this Agreement).

M. Attorney's Fees and Costs – Jury Waiver:

1. If Owner or Manager is a prevailing party in any legal proceedings brought as a result of a dispute under this Agreement or any transaction related to or contemplated by this Agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees not to exceed $1000. The parties agree that any action or proceeding arising out of or in any way connected with this Agreement, regardless of whether such claim is based on contract, tort, or other legal theory, shall be heard by a court sitting without a jury and thus the parties hereby waive all rights to a trial by jury.

N. Whole Agreement and Notice:

1. This writing embodies the entire agreement between the parties and is not based upon any other representation whatsoever, expressed or implied, except as herein contained. This Agreement cannot be modified by Owner without Manager's written permission, but Manager may change any terms of this agreement with 30 days written/emailed notice to Owner.

O. Possibility of loss of rental income:

P.Owner acknowledges that the possibility of losing a Tenant, whether existing before Manager began management, or found by Manager, exists, and further agrees not to hold Manager responsible for loss of rental income or damage to Premises resulting from an eviction, or from a Tenant who vacated Premises before the expiration of their lease. Owner acknowledges that while the Manager will do everything in their power to make a reasonable effort to enforce the terms of a lease, collect outstanding rent, etc., the possibility of losing rental income exists and is not the fault of Manager. Furthermore, if an eviction occurs, whether initiated by the Manager or not, the Owner will not fault the Manager for any additional loss of rental income or damage to Property/Premises.

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1.7 DISCLOSURE AND ACKNOWLEDGEMENT

A. At the time of execution of this Agreement, Owner acknowledges that they are aware that Manager is in the business of managing, operating and leasing residential real estate properties, including, without limitation, other buildings similar to the Premises or in proximity to the Premises, and therefore, Manager shall not be obligated to devote Itself exclusively to the management, maintenance, or operation of the Premises.

B. Owner understands that this Agreement is fully assignable to a different Manager, should current Manager's business sell, merge, or otherwise cease to exist. In this case, the new Manager is entitled to all of the rights privileges, and responsibilities mentioned in this Agreement, and Owner continues to be bound by this Agreement regardless of a change in management company ownership.

C. Owner understands that during the course of business, Manager may use, and in turn, receive benefits, from credit cards, interest bearing bank accounts, and other similar rewards programs while paying bills, or holding onto funds that aren't being disbursed. Manager retains any auxiliary benefits acquired from the use of Owner funds, or Tenant funds, rents, security deposits, etc. Owner agrees that they are not entitled to any of these auxiliary benefits earned from the use of these funds, and that Manager is entitled to keep them at their discretion.

D. Owner further acknowledges that no guarantee or representation as to return, profit, anticipated gain or other possibility of profit or loss has been made to Owner by Manager, and that Owner has not relied upon any such guarantee or representation in entering into and executing this Agreement.

E. Owner hereby agrees to immediately notify Manager if mortgage payments are not being made on Property, or if Property has fallen into an unfavorable financial situation. Manager reserves the right to inform any Tenant(s)/occupant(s) of possibility of foreclosure proceedings and Manager cannot be held responsible for Tenant(s)/occupant(s) vacating during any foreclosure period. Owner agrees to provide Manager with a copy of a recent mortgage statement verifying current loan status before Manager begins management.

F. If a lender begins the foreclosure process on the Property, then the Manger may terminate this Agreement immediately by providing three
(3) days' written notice, and the Manager may return the security deposit to the Owner or Tenant at Manager's discretion and notify the Tenant of the Owner's legal contact information and address.

G. Legal Advice – Manager cannot give legal advice. Read this Agreement carefully, and if you do not understand the effect of this Agreement, consult an attorney before signing.

H. This Agreement has not been approved by the Colorado Real Estate Commission. It was prepared by Tschetter Sulzer

Muccio PC. By initialing below, you acknowledge and agree to the terms in Section 1.

X____________

Initial Here

2. Sign and Accept

2.1 SIGNATURES

The terms of this management agreement may not be altered or amended except by mutual written agreement signed by both parties. The undersigned have read the above foregoing binding agreement prior to its execution.

THIS AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT ENFORCEABLE BY LAW AND HAS IMPORTANT LEGAL CONSEQUENCES. PARTIES TO THIS CONTRACT SHOULD CONSULT LEGAL COUNSEL BEFORE EXECUTION. EXECUTION BY THE PARTIES ACKNOWLEDGES FULL ACCEPTANCE OF ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.

X ______________________________

Owner

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Date Signed

X ______________________________

Agent/Broker

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Date Signed