

RESIDENTIAL LEASE AGREEMENT

RESIDENCY TERM AND CONDITIONS

(the "Premises") (Property Address)

This agreement ("Agreement") is between _____,
("Landlord" or "Owner") and Keller Williams Preferred Realty, as authorized agent of Owner and;

Tenant's Name: _____

Tenant's Name: _____

Tenant's Name: _____

Tenant's Name: _____

Guarantor's Name: _____

Collectively (the "Tenant" or "Resident"). Landlord is the legal owner of the Premises and has retained _____ of Keller Williams Preferred Realty, Team PMI Mile High, ("Manager"), as an authorized agent ("Authorized Agent"), to facilitate this lease between Landlord and Tenant, related to the Premises. Manager is a licensed real estate broker ("Broker") in the State of Colorado.

1) SUMMARY: The initial rents, charges, fees, and deposits ("Balance Due") are as follows:

First Month's Rent	\$ _____
Security Deposit	\$ _____
Lease Initiation Fee	\$ _____
Pet Fee	\$ _____
Pet Deposit	\$ _____
Other _____	\$ _____
Other _____	\$ _____

TOTAL DUE \$ _____

Pro-Rata Rent of _____ days = \$ _____ plus applicable fees.
Pro-rata rent will be collected on the 1st of the month following the lease start date.

Any balance due prior to occupancy is to be paid in *CERTIFIED FUNDS*.

2) PREMISES: Tenant leases ("Lease") the Premises, subject to the terms and conditions herein.

3) **TERM:** The term of this agreement begins at 1:00 PM on _____ (the "Lease Start Date") and ends at NOON on _____ (the "Lease End Date"). Except for any month-to-month periods, any renewals or extensions of the Lease or term for an additional specified term or renewal must be in writing and signed by both Tenant and Landlord. Absent of such an agreement in writing, the term of this agreement shall automatically terminate on the Lease End Date, and this shall constitute an agreement, whose term is to end at a time certain pursuant to C.R.S. § 13-40-107, requiring no notice to quit unless required by law.

- The term of this Lease shall run through the last day of the final month of this lease, unless otherwise agreed to in writing. Landlord does not give the Tenant the right to terminate their Lease during the middle of any given month, short term leases may not apply to this rule.
- Should the tenancy begin on a day other than the first day of the month, the second month's rent shall be prorated or adjusted between the parties hereto so that all additional rental payments shall become due and payable on the first day of each month. If a rental rate proration is needed, the rent shall be adjusted based upon a 30-day month multiplied by the number of days of occupancy.
- If Tenant(s) retains possession of the Property after expiration of the fixed term lease with Landlord/Agent's permission, Tenant(s) and Landlord/Agent shall continue to be bound by the terms and conditions of this fixed lease on a month-to-month basis. If Tenant(s) does not sign a new fixed term lease and lease reverts to a month-to-month status, the Rent is charged based on the current market pricing with a month-to-month fee deemed appropriate by the Landlord that will be applied to the monthly rent payment.
- This property is being rented as a private residence only and cannot be used as a place of business without the express written consent of the Landlord.
- If Landlord offers a renewal lease to Tenant, and Tenant fails to execute the lease renewal documentation within fourteen (14) days, Landlord may terminate Tenant's tenancy in accordance with state law.

4) **RENT and FEES:** Tenant shall pay the following each month:

Rent	\$ _____
Pet Fee	\$ _____
Other _____	\$ _____
Other _____	\$ _____

TOTAL DUE MONTHLY: \$ _____

5) **RENT:** One full month's rent must be paid in full, in addition to any other applicable deposits and/or charges before the Tenant takes occupancy of the premises.

- Tenant shall make all payments due to Landlord as Landlord designates in writing. It is the Tenant's sole responsibility to get the rent to Landlord/Manager by the due date, regardless of holidays or weekends; it is not the responsibility of Landlord to go to the premises, or elsewhere, to retrieve the rent.
- Upon written notice and regardless of Tenant's default, Landlord may require Tenant to pay Landlord all sums in certified funds, or in one monthly check or payment rather than in multiple checks or payments.
- Landlord shall apply to Tenant's account all monies received from Tenant in the following order: 1) rent, 2) all other sums due from Tenant, regardless of any notations on payments made by Tenant or when Tenant's obligation to pay such monies arose. Unless affected by statute, Tenant's promise and covenant to pay rent is independent, absolute, without right to setoff, offset, or deduction by Tenant, for any reason whatsoever, including but not limited to any alleged breach by Landlord or Landlord's Agents. If Tenant is delinquent, including paying Landlord any initial move-in charges and deposit(s), Tenant will be in material violation of this Lease.
- Regardless of whether specifically stated in any applicable section of this Agreement, any and all rent, amounts, charges, sums, damages, or money owed by Tenant under this Lease shall be considered additional fees, and Landlord shall have all remedies for nonpayment of any amount including eviction.
- *To avoid outstanding charges, please ensure that the amount paid each month will cover any outstanding balance as well as the full monthly rental amount.*

- ☐ (check if applicable) Pursuant to C.R.S. § 13.40-104(5)(b), because Landlord owns five or fewer single family rental homes, and Landlord hereby provides notice that Landlord is exempt and is not required to provide Tenant with a written ten-day notice for non-payment of rent, non-monetary Lease violations, or subsequent violations of the same condition or covenant of this Lease as required by C.R.S. § 13-40-105(1)(d) – (1)(e.5)(II), and Landlord may instead serve Tenant with a written five-day notice for such violations of this Lease.

6) RELIANCE ON AND RELEASE OF RENTAL INFORMATION: Tenant acknowledges that Landlord is entering this Lease in reliance on the information contained in Tenant's rental application and any and all other information provided to Landlord by Tenant. Tenant agrees their rental application is hereby incorporated by reference and made a part of this Rental Agreement.

- If at any time it is determined that such information is false or misleading, then Landlord shall have the option to terminate this Lease or Tenant's tenancy if Tenant fails to provide Landlord with true and accurate information after receiving a ten (10) day Demand for Compliance or Possession.
- Tenant shall promptly notify Landlord in writing of any subsequent change in the information provided by Tenant on Tenant's rental application. Landlord may provide information on Tenant or Tenant's rental history to or for law enforcement, governmental or business purposes, and report unpaid amounts to credit agencies.

7) FORM OF PAYMENT: Landlord will accept payment, of any monies due and owing Landlord, in one of the following forms:

- Check, Cashier's Check, Money Order, and/or Electronic Payments as specified by Landlord.
 - a) Partial payments may be accepted for those Tenants who choose to pay any portion of their rent in advance, online, as a courtesy, so that their rent may be received in full by the date it is due. Under no circumstances shall Landlord's acceptance of a partial payment forfeit Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on the payment. Landlord retains the right to pursue any remedy under this lease for late payment of rent.
 - b) Tenant may NEVER withhold rent, use rent as a set off to make repairs, or at any time fail to pay anything other than the full amount due, regardless of any breach or alleged breach of this lease by Landlord, except upon compliance with C.R.S. 38-12-501, *et seq.*

8) SECURITY DEPOSIT AND FIRST MONTH'S RENT: Tenant has deposited with the Landlord \$ _____ as a Security Deposit and \$ _____ as first month's rent. Regardless of when given or for what purpose, any security deposit paid by Tenant is collectively hereinafter referred to as "Deposit".

- Landlord will "hold" the premises when Tenant pays the security deposit and first month's rent. These amounts must be paid with certified funds within twenty-four (24) hours of Tenants signing the Lease Agreement. Should the Tenant not take possession of the premises for any reason; the first month's rent and Deposit will be applied towards Landlord's damages.
- The Deposit shall be paid in full before Tenant takes occupancy of the premises, unless other arrangements are made in writing with Landlord. Tenant agrees the Deposit is also being held as assurance of the full and faithful performance of each and every term, covenant, and condition of this Lease and the rules stated herein.
- Regardless of the purpose of any Deposit, Landlord may apply any Deposit to any sum owed by Tenant. Tenant shall not apply or use any portion of the Deposit as an offset or reduction to the payment of rent or other sums due under this Lease at any time for any reason whatsoever. Landlords shall have the right to apply such portion(s) of the Deposit reasonably necessary to any defaults by Tenant in the payment of rent or any other sum, or to repair any damage to the Premises or to Landlord's property caused by the Tenant.
- Tenant expressly may not use the Deposit in lieu of payment of rent.
- Regardless of whether specifically stated in any applicable provision of this Lease, Tenant shall always be liable to Landlord for any damage, including negligent or intentional acts caused by Tenant, any occupant, child, family member, guest, invitee, pet, animal, or licensee of Tenant, or any other person on the Premises due to Tenant.

- If Tenant is liable for any damages, Tenant shall pay Landlord such damages upon demand. Tenant's legal liability to Landlord shall not be limited under any circumstance to the amount of the Deposit.
- Tenant agrees to pay reasonable cleaning charges if Tenant fails to make the Premises as clean as when the Tenant moved in, and Landlord may withhold or deduct reasonable charges for cleaning from the Deposit. At no time shall dirt or cleaning be considered normal wear and tear.
- Tenant agrees to pay any trash removal or dumpster charges if Tenant fails to remove personal property or trash upon vacating.
- Prior to vacating, Tenant shall provide Landlord, and the United States Postal Service, Tenant's forwarding address. If not provided, any Security Deposit Disposition Letters and/or refunds shall be mailed to the last known address of the Tenant. In the event the Deposit is returned, it may be made payable to all named Tenants jointly or to any individual Tenant, at Landlord's election, unless Landlord receives written instruction, signed by all Tenants, to refund it differently. Landlord shall be free to apply any retained Deposit to any and all charges which are due, in such order or allocation as Landlord shall elect. The Deposit accounting may be mailed to the last known address of any single Tenant. Tenant agrees that Landlord may retain any interest earned on the Deposit, as permitted by law. Tenant authorizes Landlord to transfer the Deposit to the Owner or to a subsequent manager if Landlord deems such transfer appropriate.
- Landlord agrees within sixty (60) days after Termination of this Lease, or surrender and acceptance of the Premises, whichever occurs last, to mail to Tenant at Tenant's last known address a written statement listing the full and specific reasons for all charges against the Deposit together with a refund of the balance, if any, of the Deposit to Tenant.

9) **MOVE-IN/MOVE-OUT (Tenant Move in Inspection):** Tenant acknowledges that Tenant has inspected the Premises, and that the Premises is in an acceptable condition, and in good, clean, and acceptable repair except as specifically noted as agreed to by the parties on the Tenant Move-in Inspection. **Tenant specifically acknowledges that no condition exists in the Premises that make the Premises materially dangerous or hazardous to Tenant's life, health or safety.** Immediately upon occupying, Tenant will inspect the Premises and report any defects or problems on the Tenant Move-in Inspection. The Tenant Move-in Inspection requires completion within 72 hours of occupancy upon which time it will be incorporated into and made a part of this Lease, regardless of whether it is completed. Tenant's failure to report any defects or problems on the Tenant Move-in Inspection within 72 hours of move-in is and shall be a binding admission by Tenant that the items described in the Tenant Move-in Inspection are acceptable and in good condition.

- Upon moving out, Tenant must thoroughly clean the Premises, including but not limited to: doors, windows, closets, bedrooms, bathrooms, kitchen appliances, patios, balconies, garages, carports, landscaping, and storage rooms, and otherwise fully comply with Landlord's written move-out and cleaning policies, if any, which are incorporated by reference.
- Upon move-out, Tenant shall deliver to Landlord all keys, access cards, devices, and/or remotes (collectively "Keys") to the Premises, issued by Landlord to Resident, to avoid disputes regarding the date Tenant vacated and surrendered the premises. Tenant shall not have vacated and surrendered possession of the Premises to Landlord until and unless Tenant has either turned in all Keys to the Premises and Landlord has acknowledged receipt of Tenant's Keys, or Tenant has abandoned the Premises in Landlord's reasonable judgment. If Tenant fails to turn in Keys, Tenant agrees that Landlord will determine in Landlord's reasonable judgment the date Tenant vacated and surrendered the Premises for purposes of determining damages in accordance with this Lease and the law.
- Unless reported on Tenant Move-in Inspection, the Property and Premises are deemed free of pests.
- The purpose of the Tenant Move-in Inspection is to identify those flaws which are damaged and not likely to be repaired. Upon move-out, these items will not be charged against the Tenant. **NOTE: Anything not operable, or identified as a safety or security matter, should be immediately submitted for repair on a maintenance request through the Tenant Portal.**
- Subject to the information on the Tenant Move-in Inspection, Tenant accepts the Premises in "as-is" condition, without representation or warranty of any kind, whether express or implied, unless otherwise prohibited by law.

10) APPLIANCES: The following appliances are included in this lease:

- Amenity List:

- Should any of these appliances fail during the term of the Lease, Tenant should immediately submit a Maintenance Request through the Resident Portal.
- Tenants understand that should the vendor indicate that the reason for the failure of the appliance be caused by Tenant abuse or neglect, the Tenant absorbs the entire cost of the repair or replacement of the appliance.
- Unless otherwise noted in the initial inspection report, Tenant agrees that each appliance located within the Premises is clean, in satisfactory and working order. Property appliances shall not be swapped out or removed from property.
- Landlord shall never be liable to Tenant for loss of food due to refrigerator or freezer malfunction or breakdown, or power outages.

11) INCLUSIONS: The following items whether fixtures, services, or personal property are included;

- Mailbox #: _____ Assigned Parking: _____ Assigned Garage: _____
- _____

12) EXCLUSIONS: The following items whether fixtures or personal property are excluded;

- _____

13) UTILITIES: Tenant understands that utilities are their responsibility. Tenant agrees to transfer the utilities into their name prior to Tenant's Lease Start Date. The following basic utilities will be the responsibility of:

Utility Company

Paid by:

Electric _____

Gas _____

Water/Sewer _____

Trash/Recycling _____

Other: _____

- In cases of multi-family housing, Tenant will be responsible for an appropriate ratio of their share of the total utility bills. The charges for shared services or utilities may be split equally between the units (*for example, each unit in a 4-plex will share a 25% portion of the total bills for unmetered common utilities, snow removal and/or trash service*). This amount will be posted to Tenant's account by the end of each month and is due with the current month's rent.
- Tenant agrees to pay any and all related deposits and transfer charges that are required by the utility companies servicing the property. Tenant shall transfer into Tenant's name or account, effective on or before the Lease Start Date, all utilities serving the Premises that are to be paid for by Tenant.
- During the term of the Lease, the Tenant shall not change out of Tenant's name or allow any such utility to be disconnected for any reason or by any means, including but not limited to nonpayment of utility bills, until the Tenant moves out of the Premises, or the expiration of their Lease, whichever is later.
- In some districts, the water utility bill will remain in the homeowner's name and the bill will be sent to Landlord for payment. Once received, the bill will be posted to the Tenant Portal and must be paid before the end of the month.
- Tenant consents to any utility company notifying Landlord of Tenant's failure to pay any utility, or of any pending disconnection. Tenant shall be liable for all utilities until the date Tenant vacates or until the date Tenant could have

moved out without breaching this Lease, as determined by this Lease, whichever date is later. Utilities shall be used only for normal household purposes, not for business or any other purpose, and are not to be wasted.

- **There shall be a \$10 monthly charge for processing utility bills and payments for those tenants who have failed to put the utilities in their name or have had service disconnected.** *(This fee shall not apply to those utility bills that MUST be charged through the Tenant Portal, i.e., water districts.)*
- If Tenant reimburses Landlord for any utility charge, Tenant agrees to pay such sum on or before the FIRST day of each month.
- Landlord shall have the exclusive right to change or install utility lines, meters, sub-metering or load management systems, and similar electrical equipment serving the Premises. If any utilities are sub-metered for the Premises, Landlord will attach a utility addendum to this Agreement, if required by law. Landlord shall have the right, upon thirty (30) days' notice to Tenant, to change the formula for allocating Tenant's pro-rated share of utilities (if applicable), change third-party billing vendors, or increase the monthly utilities due by an amount reasonably related to any increase in the cost of water, electricity and/or natural gas, or any other utility that Landlord has agreed to pay.
- **Tenant shall NEVER have the utilities shut off - EVER.** Tenant shall place the utilities in Tenant's name effective the first day of the Lease. Failure to place utilities in Tenant's name shall be a breach of this Lease. Tenant agrees that a copy of this Lease, at the option of Landlord, may be provided to any public or private utility company providing services to the property and Landlord shall be entitled to receive notice of any delinquent billing or cut-off notice from said utility company without the consent or prior notice to the Tenant. **If, for any reason, Tenant has the utilities turned off, Landlord will charge a reconnect fee of \$10.00 per utility plus any utility company charge.** *Failure to pay utilities when due shall be a breach of this lease.*

14) LATE, RETURNED CHECK, EVICTION AND OTHER FEES & CHARGES: If Landlord has not received the monthly rent and any other sums due from Tenant for any given month on or **BEFORE 11:59 PM ON THE 1st CALENDAR DAY** of the month, the rent is late. Tenant shall owe and pay a late charge of 5% of the monthly payment due or \$50, whichever is greater, in addition to Rent if Landlord has not received total monthly rent and other fees before the 9th of the month.

- Dishonored checks are any checks that are dishonored or not paid upon presentment a single time for any reason, or any electronic payments not paid or credited for any reason. Tenant agrees to pay Landlord \$35.00 (thirty-five dollars) NSF fee for each dishonored check/epayment in addition to any applicable late fees and actual damages incurred by Landlord. Upon demand, Tenant must immediately replace any dishonored check with certified funds. If Tenant makes any payment in response to an eviction notice or demand for rent or possession, Tenant shall make such payment in certified funds and not by any electronic payment method.
- If any payments are returned by the bank, all future rent and charges shall be payable by certified or guaranteed funds only. Any returned check or rejected electronic payment will be considered as unpaid rent.
- Tenant agrees to pay all court-award attorneys' fees and sheriff's fees resulting from Tenant's eviction from the Premises.
- If the rent payment, in full, is not received when due, Tenant understands that a 10 Day Demand for Payment of Rent or Possession Notice will be served. Tenant acknowledges they are responsible for late payments due to mail delivery or other causes.

15) PAYMENT OF FUTURE RENT: If Tenant is in default of any provision of this Agreement, then in addition to any other rights and remedies that Landlord may have, at Landlord's sole discretion and option, either terminate this Lease, or from time to time without terminating this Lease, re- enter and retake possession of the Premises, with legal proceedings as provided for by law, and terminate Tenant's right to possession, and re-let the Premises for such terms and at such rentals as Landlord in Landlord's sole discretion may deem advisable, with the option to make alterations and repairs to said Premises. Tenant shall be liable for the cost of all the alterations and repairs, which are reasonably necessary to re-rent the Premises and Landlord's re-letting costs and losses set forth herein. If Landlord does not terminate this Agreement, upon re-letting, all rent and other sums received by Landlord from such re-letting, shall be applied, first to the payment of any monetary obligation due under the terms of this Agreement other than monthly rental installments, second, to the re-letting costs, third, to past due monthly rent installments, with the remainder, if any, to be held by the Landlord and applied as payments of future rents as the same become due and payable under this Agreement.

- No such re-entry or re-taking possession of the Premises by Landlord, including but not limited to, re-taking of the Premises, by abandonment, voluntary surrender of the Premises by Tenant, or the institution of forcible entry and detainer proceedings or other legal proceedings against Tenant, shall be construed as an election on the part of Landlord to terminate this Lease unless written notice of such intention be given to Tenant, or unless determination hereof be decreed by a Court of competent jurisdiction. Even though Landlord may re-let the Premises without terminating this Agreement, Landlord may at any time thereafter elect to terminate this Lease for any previous breach.
- Should Landlord at any time expressly opt to terminate this Lease for any breach, in addition to any other remedy Landlord may have, Landlord may recover from Tenant damages Landlord may incur by reason of such breach, including the costs of recovering the Premises, including any court-awarded, reasonable attorney's fees and costs. If Tenant defaults, Landlord agrees to exercise customary diligence to re-let the Premises to minimize damages, and will credit all subsequent rent received from subsequent Tenants against Tenant's liability for past due, and future rent, and other sums due.

16) DELAY IN DELIVERY OF POSSESSION AND FAILURE TO PAY UPON LEASE START DATE: If Landlord does not deliver possession of the Premises on or before the Lease Start Date for any reason, Landlord shall not be liable to Tenant for any damages whatsoever for failure to deliver possession on that date, but Rent payable under this Lease, shall be abated on a daily basis until Landlord delivers possession to Tenant. If Landlord does not or cannot deliver possession of the Premises within 7 days of the Lease Start Date, Tenant may thereafter terminate this Lease by written notice or Landlord may terminate this Lease in accordance with applicable law.

If for any reason, including but not limited to, Landlord's unilateral mistake, Tenant fails to pay any amount due under the Lease prior to moving in, Tenant shall be in material default of this Lease, and Landlord may exercise any and all rights and remedies under this Lease or at law including, without limitation, a ten (10) days Demand for Compliance or Possession, and imposition of late fees.

17) RENEWAL TERM: It is the intent of both parties that this Lease is for a set period of months and that the last month's rent will apply to the last month of the Lease period.

- If the Tenant(s) wish to renew or extend their Lease, they understand and agree that their account must be current, with no outstanding balances. If there is an outstanding balance owed at the time of the renewal, Landlord may terminate Tenant's tenancy or non-renew the Lease as permitted by applicable law.
- Tenants who wish to renew or extend their Lease agreement, agree to notify Landlord, in writing, no less than 30 days prior to the expiration of their Lease.
- To complete the renewal or extension process, the Tenant(s) agrees to complete documentation within 14 days of the property condition report being requested by management. If during the lease renewal process, it is determined that the Tenant is not caring for the property (interior & exterior) in accordance with their Lease, Landlord may terminate Tenant's tenancy or non-renew the Lease as permitted by applicable law.
- If Tenant refuses or unreasonably delays completion of the property condition report, Landlord may terminate Tenant's tenancy or non-renew the Lease as permitted by applicable law.
- Upon a successful property condition report submission, the Tenant agrees to renew their lease within fourteen (14) days of receiving the renewal lease from Landlord. Renewal Leases will be emailed for electronic signatures. **Tenants should be aware that future rent increases should be anticipated.** Rental increases will be determined by the current market conditions.
- A LEASE RENEWAL/EXTENSION PREPERATION fee in the amount of \$_____ shall be charged to Tenants upon agreement of any subsequent lease renewals or extensions including a new month to month term option with Landlord. The Lease Renewal/Extension fee will be assessed and due immediately once the new agreement has been completed by all parties.

18) HOLDING OVER: If, with the written consent of Landlord, Tenant continues in possession of the Premises after expiration of the Lease Term, any extension, or renewal, this Lease shall become a month-to-month lease, subject to all of the terms and conditions of this Lease and subject to the holdover fee.

- The Lease shall then remain in effect on a month-to-month basis until terminated by either party, in accordance with the requirements set forth in any applicable provision of this Lease or as otherwise required by law.

- If either Tenant or Landlord gives notice to vacate, Tenant shall vacate by no later than 11:59 pm, on or before the last day of the month, as specified in the notice.
- If, without the consent of Landlord, Tenant continues in possession of the Premises, and fails to vacate or fails to turn in any keys after expiration and termination of any lease term, extension, or renewal, or after any notice to vacate, Tenant shall be wrongfully holding over. **For any wrongful holdover period, Tenant shall pay Landlord rent in the amount of two (2) times the daily rent calculated by using the monthly rent from the preceding month until the keys are delivered to the Landlord.**

19) DEFAULTS AND REMEDIES: Tenant's obligations are contained in this Agreement, any Addenda, and any applicable HOA policies, declarations, bylaws, or covenants (hereinafter collectively "the Lease Documents") regardless of whether attached to this Agreement.

- Tenant shall be in default if Tenant breaks, fails to observe or to perform any promise, agreement, or covenant set forth in the Lease Documents, including but not limited to, Tenant's failure to timely and fully pay any rent and other amounts due, abandons or vacates the Premises without fully performing all Lease covenants, or if Tenant shall make any misrepresentation to the Landlord or in the Lease Documents. Tenant shall also be in default if any occupant, family member, children, guest, invitee, or any other person about the Premises or Landlord's property due to Tenant, or with Tenant's knowledge or consent, breaches the Lease. If Tenant defaults, Landlord shall have all remedies provided for in this Agreement and at law.
- This is an exempt residential agreement as defined pursuant to C.R.S. §13-40-104(5)(b). The parties agree that a ten-day notice period required pursuant to C.R.S. §13-40-104 does not apply to this lease. If the landlord is providing a notice pursuant to C.R.S. §13-40-104(d), (e), and (e.5) (II), the landlord may provide a five-day notice.

20) STATUTORY RIGHT TO CURE. Pursuant to Colorado law, Tenant has the right to pay all amounts due prior to a court entering a judgment for possession if Tenant is being evicted for non-payment of rent. If Tenant exercises Tenant's statutory right to pay, Landlord only has to accept Tenant's payment if Tenant fully pays all amounts due according to eviction notice, as well as any rent that remains due under this Agreement. If Tenant exercises Tenant's right to pay, Tenant agrees to make payment in certified funds directly to the Landlord as stated in this lease.

21) ATTORNEYS FEES AND JURY WAIVER: In any disputed court action where the court resolves the dispute and determines the prevailing party, the court shall also award to the prevailing party its reasonable attorneys' fees and costs and the non-prevailing party shall be liable to the prevailing party for payment of any court awarded attorneys' fees and costs. If the Landlord has filed an eviction due to Tenant's Lease breach, including breaching for non-payment of rent, regardless of the outcome or disposition by the Court, Tenant agrees upon request that the Court shall make a determination who the prevailing party was in any eviction and whether any attorneys' fees and court costs sought by any party are reasonable. If for any reason the Court does not make such determination in any eviction lawsuit between the parties, Tenant and Landlord agree that a court in any subsequent action between Tenant and Landlord shall make that determination. Tenant agrees to pay eighteen percent (18%) interest compounded annually on all unpaid rent, amounts, or damages owed by Tenant, except for late fees, from that date of Landlord's final accounting until such time Tenant pays all outstanding amounts. **Landlord and Tenant agree that in any action or proceeding in which Landlord is seeking possession of the Premises from Tenant, a trial shall be heard by a court sitting without a jury.**

Cap on Attorney's Fees [X] (check if applicable) The attorneys' fees and costs awarded to the prevailing party shall not exceed \$2,500.00.

By initialing below, you acknowledge and agree to the terms in Residency Term and Conditions section.

Primary Tenant Initial

Tenant Initial

Tenant Initial

Tenant Initial

OCCUPANCY AND MAINTENANCE

22) USE AND OCCUPANCY: Tenant covenants that the Premises are to be used and occupied by Tenant as Tenant's principal residence, solely as a private residential household, not for any unlawful purpose, and not for any other purpose whatsoever, including any business purpose that is not specifically allowed by this Lease, and by any law.

- Tenant shall show due consideration for others and shall not behave in a loud or obnoxious manner, interfere with, disturb, or threaten the rights, comfort, health, safety, convenience, quiet enjoyment, and use of the Premises, by Landlord, or by Landlord's agents or employees, other Tenants and occupants, surrounding neighbors, and any of their guests, invitees, or the general public (collectively "others").
- Tenant shall not disrupt or interfere with Landlord's business operations or communicate with the Landlord or Landlord's representatives in an unreasonable, harassing, rude, or hostile manner. If Tenant communicates with Landlord in a hostile or harassing manner, Landlord may require that Tenant only communicate with Landlord in writing. Landlord may deny any Tenant access to the Premises, including by changing the locks, if any court or legal order restrains or bars a Tenant from the Premises. Tenant agrees not to permit, commit, or suffer any conduct, disorderly or otherwise, noise, vibration, odor, or other nuisance whatsoever about the Premises, having a tendency to annoy or disturb others and to use no machinery, device, or any other apparatus which would damage the Premises or annoy others.
- Occupation of the Premises is subject to applicable occupancy standards determined by law and by Landlord. Only authorized occupants shall occupy the Premises. Landlord must approve any change of authorized occupants in writing prior to occupancy, except for children born or adopted during the term of the Lease, but such children are subject to applicable occupancy standards. Upon Landlord's demand, Tenant shall provide to Landlord any information necessary to establish the residence of any person who appears to be residing at the Premises in Landlord's reasonable judgment. If Landlord claims that any person residing in Tenant's Premises is an unauthorized occupant, Tenant shall bear the burden of proving in any court action or eviction proceeding that the person challenged by Landlord as an unauthorized occupant does not reside at the Premises. Changes to any current lease, to add an approved Tenant or to remove a Tenant, will incur a \$150 fee, to be paid to Landlord, in advance. This fee is not refundable and will not guarantee that Landlord will approve the proposed tenant. Landlord reserves the right to reject any tenant based upon Landlord's then-current proposed tenant evaluation procedures, including but not limited to credit checks, criminal background checks, proof of employment or income, guarantees of parents or other relatives as needed, etc.
- Should unauthorized occupants be found by the Landlord residing in, or appearing to be in control of the premises, Tenant shall be in default of the Lease.
NOTE: This provision is not negotiable. Please note that it is the fiduciary responsibility of the Landlord/Property Management Company to the owner of the premises (but not to any proposed or future tenant or Tenant) to vigorously screen and approve any potential tenants of a property in their care. Any violation of this section may be grounds for eviction and collection of any outstanding fees.
- An unauthorized occupant is any guest (regardless of familial relationship) staying longer than 7 days, without prior approval of the Landlord.

23) NUISANCE: If the Landlord receives any written nuisance complaint, cease, and desist order, tickets, citations, letters, or similar demand from any HOA or governmental entity (collectively "Nuisance") regarding the Premises, Tenant shall be in default of this Agreement. Upon demand from Landlord or notice of any nuisance, Tenant shall within ten (10) days address and remedy any Nuisance and otherwise cure any nuisance violation, including but not limited to, paying any fines, penalties, assessments, or other amounts levied, charged, or imposed by any governmental entity because of the Nuisance. Failure of Tenant to cure any such default shall be a breach of this Lease.

- Landlord may take any action necessary or required to cure or remedy any nuisance, including but not limited to, barring, or trespassing any individuals from entering any portion of the Premises. Tenant will not permit any barred or trespassed individuals onto the Premises.
- Tenant acknowledges that a legal demand or trespass notice delivered to Tenant by either personal service or posting on Premises is proper notice that an individual, guest, relative, or any other party has trespassed or barred from

Premises. Tenant shall pay or reimburse Landlord all costs, damages, sums, or other amounts, including reasonable, court-awarded attorney's fees and costs incurred by Landlord, levied, or assessed against the property or Landlord because of Tenant.

24) MAINTENANCE: Every tenant is entitled to safe and healthy housing under Colorado's warranty of habitability and a landlord is prohibited by law from retaliating against a tenant in any manner for reporting unsafe conditions in the tenant's residential premises, requesting repairs, or seeking to enjoy the tenant's right to safe and healthy housing. Upon taking possession of your new home, should any appliance or system of the home found not to be operable, the Tenant should immediately submit a work-order. This should be done immediately to avoid any tenant charge.

- It is the responsibility of Tenants to inform Landlord of any maintenance issues which need to be addressed, including any conditions that pose a health or safety hazard to the occupants or premises.
- Emergency maintenance requests involve active water leaks, no heat (less than 32°), sewer back-ups, etc. **You can mail or personally deliver written notice of an uninhabitable condition to the following address:** _____,
by email at the following email address: _____,
By phone at: _____.
- **El inquilino puede enviar por correo o entregar personalmente un aviso por escrito de una condición inhabitable a la siguiente dirección** _____,
o por correo electrónico a: _____.
- For routine maintenance requests, involving any appliance or system of the home, the Tenant should immediately submit a work order.
- Tenants will be responsible for the total cost of repair if the damage is a result of their neglect, ignorance or intentional damage, as well as their failure to report any maintenance concerns which may have prevented any secondary damage to the home.
- Tenants will be responsible for the total cost of repair if the repair(s) in question is a direct cause of the Tenant's actions, misuse, or negligence.
- Tenants understand that replacing light bulbs, batteries, filters, and other minor issues are the Tenant's responsibility, without submitting a maintenance work order. In the event such items are not replaced upon move-out, Landlord reserves the right to charge its then-current rates and actual costs in replacing such items.

25) ROUTINE MAINTENANCE REQUESTS: Routine work orders for maintenance must be submitted to Landlord.

- Work-orders submitted, once approved, will be assigned to a Preferred Vendor.
- Tenant(s) shall keep the premises in a safe, clean and sanitary condition. Tenant(s) may not alter, remodel, structurally change, or remove any fixture from the premises without written permission from Landlord.
- It is the Tenant's responsibility to make contact with our Preferred Vendors to coordinate the Vendor access to the property. Vendors shall not be relatives of Tenant, either by blood or marriage. Vendors shall be in the business of doing said repair or service and shall have all appropriate licenses and permits.
- Tenants should notify the Landlord if there is no response from the vendor within 3 business days for nonemergency, routine maintenance requests.
- Landlord will make necessary repairs to the exterior with reasonable promptness or the time period required by law after receipt of written notice from Tenant.
- Tenant will be responsible for any service call cost resulting in no problem to be found.
- HVAC filters may be installed every three months. This service reduces energy costs through more efficient HVAC performance, prevents costly HVAC repairs, and removes dust, pollen and contaminants for cleaner and healthier air in the property. A preferred Vendor may be scheduled service/install every three months. The tenant consents to coordinate with and allow access with our vendor to change filters as determined by Landlord. Tenant's failure to replace the air filters is a material breach of this agreement and the Landlord shall be entitled to exercise all rights and remedies it has against the Tenant and the Tenant shall be liable to Landlord for all damages to the property and HVAC system caused by the Tenant's neglect or abuse.

26) MAINTENANCE OF PREMISES BY LANDLORD:

- Landlord shall be responsible for all exterior repairs and maintenance to the Premises except as otherwise specifically set forth in this Lease.
- Landlord shall be responsible for all interior nonroutine maintenance, repairs, and replacements, and for repairs and maintenance required by law. Tenant agrees to cooperate and allow Landlord access for the above items. In the event that Tenant refuses to allow Landlord to access the premises, this constitutes a breach of the lease and Landlord may exercise its remedies under this Lease and at law.

27) WORKING WITH VENDORS: Our Preferred Vendors will be assigned work orders for any approved maintenance requests. Vendors should have three (3) business days to respond to nonemergency, noncritical maintenance requests. Please make every attempt to accommodate the vendor's schedule. Requests for repairs after business hours, weekends or holidays will be at the Tenant's expense, if permitted by law.

- Tenants do not have the right to deny access to the Premises to any approved, preferred vendor scheduled to perform any requested maintenance.
- Any missed scheduled appointments by Tenant will result in Tenant reimbursing Landlord for any vendor charges.

28) MAINTENANCE OF PREMISES BY TENANT: Tenant shall use customary diligence in maintaining and not damaging the Premises. Regardless of whether Tenant is responsible for making any repair or performing any maintenance, Tenant shall always be liable to Landlord for the cost of any repair or maintenance caused by Tenant.

- Tenant shall keep the yard free from all litter, dirt, debris, weeds and any other obstruction. Including vehicles on any portion of the yard unless specifically designated for parking.
- Tenant shall be responsible for all routine maintenance repairs and replacements to the interior of the Premises. Tenant shall maintain the residence in a clean, sanitary, neat, safe, fit, habitable, and undamaged condition. Tenant shall not permit any unlawful or wasteful activity on the Premises, and shall comply with all applicable laws, including but not limited to, building codes and laws regarding public health and safety.
- Tenant shall dispose of all ashes, rubbish, garbage, and any other waste in a clean and safe manner on a regular basis.
- Tenant must use plumbing fixtures and facilities, electrical, sanitary, heating, ventilating, air conditioning, and any other mechanical systems and appliances in a safe and reasonable manner, and in the manner and for the purposes for which they were designed. Tenants shall not dispose of feminine products for any reason in plumbing fixtures and facilities.
- Without Landlord's prior written consent, Tenant shall not: make any alterations to the Premises, place stickers, deface or permit the defacing of any part of the Premises; use or install any shades, awnings, or window guards; install or remove any existing alarm systems, locks, air-conditioning units, space heaters, antennas, additional phone or cable TV outlets, satellite dishes or additional fixtures.
- Tenant shall not drill any holes into the walls, woodwork, or floors of the Premises. If Tenant makes or installs any decorations, alterations, additions, or fixtures without Landlord's prior written consent, Tenant agrees to remove, correct, repair, or replace at Tenant's expense.
- In order to prevent damage to the Premises and to, among other things, retard and prevent mold and mildew in humid conditions and to avoid freezing pipes in cold weather, Tenant shall at all times provide appropriate or reasonable heating, climate control, ventilation, and lighting in the unit based on the circumstances.
- For similar reasons and others, Tenant shall promptly notify Landlord of any air conditioning or heating malfunctions, visible moisture accumulation, mechanical problems, plumbing problems, water leakage, or mold growth.
- Tenant agrees to complete property condition reviews or permit the Landlord or designated representative to conduct periodic property condition reports as is determined appropriate by Landlord. These reports may include inspections of the interior and exterior of the premises to assess the condition and maintenance of the property. The Tenant shall be provided with reasonable notice before any scheduled inspections. The purpose of these reports are to ensure the proper maintenance of the property and compliance with the terms of this Lease. The Tenant acknowledges that failure to allow access or complete these inspections in a timely manner may be considered a violation of the Lease agreement.

- **Tenant may NEVER withhold rent, use rent as a set off to make repairs, or at any time fail to pay anything other than the full amount due, regardless of any breach or alleged breach of this lease by Landlord, except upon compliance with C.R.S. 38-12-501 *et seq.***

29) APPLIANCES: Tenant shall use customary diligence in maintaining and not damaging the Appliances. Regardless of whether Tenant is responsible for making any repair or performing any maintenance, Tenant shall always be liable to Landlord for the cost of any repair or maintenance caused by Tenant.

- **GARBAGE DISPOSALS:** If there is a repair needed to a garbage disposal as a result of Tenant's misuse or neglect (e.g., glass, eggshells, potato peels, hard items, bottle caps, etc.) all costs associated with the repair shall be the Tenant's responsibility. Should there be normal wear and tear mechanical failure to the garbage disposal the cost would be the responsibility of the Landlord should they choose to replace the mechanism.
- **REFRIGERATORS/APPLIANCES:** Tenant acknowledges that Landlord/Agent is not responsible for loss of food due to refrigerator malfunction. Tenant will need to make arrangements such as dry ice in order to preserve food quality until such time refrigerator is repaired. Tenant shall be responsible for contacting their private Insurance agent to see if a loss is covered under their Renter's Insurance policy. If any appliance(s) cease to function, a replacement appliance may not be the same, type, color, size, quality, age, or price point, unless required by law.
- **AIR CONDITIONING/SWAMP COOLERS:** If the air conditioning or swamp cooler system fails during the summer season, Agent will dispatch a vendor who will schedule directly with the Tenant for inspection/repairs. Based upon the issue and costs that the vendor finds, the Owner may opt for a 2nd opinion; however, Landlord will comply with C.R.S. § 38-12-501, *et seq.* Agent/Owner will not be responsible for costs or reimbursement should Tenant's purchase fans, portable A/C units or window A/C units during the time that cooling system in the property is out of service.
- **PIPE FREEZE PREVENTION:** If Tenant plans to be away from the Premises for any length of time during the cold winter season, remember to leave the heat on in the Premises at the minimum of 60 degrees, drip any faucets and notify the Landlord in writing. Failure to do so may result in damage to waterlines from freezing, for which the Tenant will be responsible.

30) LANDSCAPING: Tenant agrees (unless otherwise maintained by HOA) to maintain the front, side and rear yards in a manner which will enhance the look of the exterior of the home. Tenant agrees to provide sufficient water to maintain the life of the grass, bushes and other vegetation. Tenant further agrees to fertilize, mow, trim, remove/prevent weeds and maintain all the lawns, trees, plants, flowers, gardens, rock and/or mulch beds and shrubs at the Premises in a condition satisfactory to Landlord and in compliance with local ordinances, community policies, covenants, and HOA rules and bylaws.

- Due to our Colorado weather, Tenants are encouraged to be familiar with the Fall & Winter Watering guidelines. During times of drought, Tenants are encouraged to seed (or over-seed) with a drought resistant grass seed.
- Tenant shall keep sidewalks and driveways free of snow and ice, as required by local municipality, within twenty-four (24) hours of snowfall. Snow removal is the responsibility of the Tenant(s). At no time is the removed snow to be placed, stacked, or piled against the buildings or premises as doing so may cause or accelerate damage to the buildings or premises.
- **Tenant shall disconnect any hoses from exterior faucets before first freeze each year to prevent freezing and other damage. If Tenant fails to remove any hose, Tenant shall be responsible for all resulting damages.**
- If Tenant fails to maintain the landscaping in satisfactory condition, Tenant will be in default of this Lease. After inspection and written warning from Landlord, if violation has not been corrected within ten (10) days of receiving a Demand for Compliance or Possession, proper personnel may be hired by Landlord to maintain the landscaping at the Tenant's expense. Landlord shall not be under any obligation to have such work done. Tenant agrees that failure to maintain the landscaping for any reason, including but not limited to, as a result of neglect, pets, etc., is not "normal wear and tear".
- Upon Landlord retaking possession of the Premises, if the landscaping is not in the same or better condition as of the time Tenant first took possession, Tenant shall be responsible for all labor and materials to return the Premises landscaping to said condition.

- 31) SPRINKLER SYSTEMS:** When the property contains an automatic sprinkler system, its operation is considered a convenience for the Tenant. If the system is inoperable, the Tenant is still responsible for the care and maintenance of the lawn and shrubs and the Tenant shall maintain the same with proper manual watering. *(In some cases, repair of the sprinkler system may or may not be deemed economical by Landlord and Tenant will be required to hand water.)*
- When the system is operational, the Tenant is responsible for the proper care and maintenance of the system which includes, but is not limited to, the replacement of broken heads, pipes, valves and all other components, which may fail or be broken due by Tenant, either by accident or negligence. (Note: As an annual routine maintenance item, sprinkler systems will be winterized in the fall and activated in the spring, by a vendor hired by Landlord, at the Owner's expense.)
 - Tenant acknowledges that they will make prompt arrangements with Agent/Landlord vendors in order to schedule spring turn-on of the system and fall winterization of the system. If there is any delay on Tenant's part to have the system full winterized in a timely manner each fall, any resulting damages to the system will become Tenant's responsibility and costs will be charged to Tenant's account.
 - At the Tenant's option, Tenant may choose to hire a private company or individual, to maintain the landscaping. Hiring a landscaping company does not absolve the Tenant from any responsibility for the landscaping and to ensure that if any HOA rules apply, that they are in compliance.
 - **To be clear, the Tenant IS responsible for the care of maintenance of the landscaping, contributing to the property's curb appeal.**
- 32) REPAIRS AND MALFUNCTIONS:** For any repair that is the Landlord's responsibility, Tenant shall promptly request in writing any repairs to be made to the Premises or its fixtures, alarm devices, and other equipment that belong to Landlord, except in the case of emergency when oral requests for repairs to the Landlord will be accepted.
- **Tenants shall always pay Landlord on demand, for repairs made to Premises that were necessitated by Tenant's conduct, regardless of whether any conduct necessitating any repair was intentional or negligent.** If Landlord authorizes Tenant to make a repair, all repairs or maintenance that are Tenant's responsibility shall be done or performed in a competent and workmanlike manner, whether such repairs or maintenance are performed by Tenant or other person selected by Tenant. Tenant shall save and hold harmless the Landlord from any liability arising from Tenant's repairs or maintenance, including but not limited to injury to person or property caused by any act or omission of Tenant, Tenant's family, invitees, guests, occupants or their respective servants, assignees and trespassers.
 - Landlord shall have the right to make any repair or perform any maintenance that is Tenant's responsibility, if Tenant fails to make any repair or perform any maintenance required under the terms of this Agreement within ten (10) days written demand by Landlord. If Landlord makes any repair or performs any maintenance on Tenant's behalf, Landlord shall have the right to charge Tenant for such repairs or maintenance, and such charges shall be considered additional fees.
- 33) REPAIR NOTIFICATION:** In any circumstance or situation which involves immediate, imminent, or substantial risk of harm or damage to property or person, their health or safety, Tenant shall notify Landlord immediately of any such circumstances, situation, malfunction, or necessity for repair. Resident shall provide such written notification and shall send all electronic, statutorily required notices. After any request for repair by Tenant, or during the making of any repair by Landlord, the Lease shall continue in full force and effect and the rent shall not abate during any such period, unless required by law or in the event of a casualty event as defined by applicable law. In making any repair or maintaining the Premises or property, Landlord may temporarily turn off equipment and interrupt utilities to the Premises or property, or temporarily take any additional action reasonably necessary, in Landlord's sole and absolute discretion, to affect the repair or perform the maintenance, and to avoid damage to the property or the Premises, all without any liability to Tenant whatsoever.
- 34) MECHANIC'S LIEN:** For any mechanic's lien that is recorded against the property because of Tenant's actions or inactions, Tenant agrees to promptly resolve such lien by payment, bonding or other remedy, such that the lien is released with the applicable clerk and recorder's office, within ten (10) days after request by Landlord, and shall indemnify Landlord against losses arising out of any such claim or claims including, without limitation, attorney's fees and costs of court.

35) LIABILITY: Tenant, Tenant's family, occupants, guests, invitees, or any person entering on or about the Premises due to Tenant (hereinafter collectively "Tenant") assume any risk(s) whatsoever of damage or injury, whether to person or property, loss, or destruction of property, in connection with Tenant's occupancy of the Premises or in association with Tenant's use of the Premises (hereinafter "Risks"). Such risks include but are not limited to damage or injury caused by third parties, fire, smoke, water, water leaks, ice, snow, lightning, explosions, mold, infestation, theft, vandalism, weather or natural elements, interruption of heating/cooling, utilities, and plumbing systems. Landlord has no duty to remove any ice, sleet, or snow. Tenant agrees that all property kept in the Premises shall be at the risk of the Tenant.

- To the greatest extent permitted by law, Landlord shall not be liable to Tenant, even for negligent acts or omissions of Landlord or Landlord's representatives, for any damage or injury, whether to person or property, loss, or destruction to Tenant's property, including but not limited to, any damage or injury, whether to person or property, loss, or destruction of property sustained by Tenant from any cause, including but not limited to, the causes and risks set forth herein. To the greatest extent permitted by law, Tenant agrees to hold Landlord harmless and to indemnify Landlord against and from any lawsuit, loss, cost, expense, damage, or claim including attorneys' fees and costs resulting from any injury, whether to property or to person, whether to Tenant, Tenant's family, occupants, guests, invitees, or any person entering the Premises, unless prohibited by law. Tenant waives any insurance subrogation rights or claims against Landlord or Landlord's agents, and their insurers. No employee, Landlord, or Management Company is personally liable for any of Landlord's contractual, statutory, or other obligations merely by virtue of acting on behalf of Landlord. All provisions regarding Landlord's non- or no-liability and no-duty apply to Landlord's employees, Landlords, and management companies.

36) RENTER'S INSURANCE: BECAUSE TENANT IS NOT COVERED BY LANDLORD'S INSURANCE AND BECAUSE OF THE RISK ASSUMED BY TENANT UNDER THIS LEASE, LANDLORD REQUIRES TENANT TO SECURE ADEQUATE RENTERS INSURANCE, AND LIABILITY INSURANCE TO INSURE AND PROTECT TENANT AGAINST RISK OF LOSSES.

- Tenant assumes all liability for personal injury, property damage or loss, and insurable risk. Tenant is required to acquire their own insurance for losses to personal property or injuries due to theft, fire, water damage, pipe leaks and the like.
- Additionally, Tenants is required to purchase personal liability insurance. Failure to maintain personal liability insurance is a breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law if Tenant fails to cure the violation after receiving a ten (10) day Demand for Compliance or Possession from Landlord.
- In the case of any injury sustained as a result of any animal in this home, Tenant agrees to hold harmless both Manager and Owner. **Landlord must be listed as "Added Insureds" or "Additional Insureds" AND "Interested Party" on the Rental policy. Any pets MUST also be covered under the Tenant's rental policy.**
- **A complete copy of Tenant's Rental insurance must be provided to Landlord before Tenant will receive possession of the property.**

37) RESIDENT LIABILITY INSURANCE: DURING THE TERM OF THIS AGREEMENT, TENANT IS REQUIRED TO SECURE AND MAINTAIN A LIABILITY INSURANCE POLICY, IN AN AMOUNT OF NOT LESS THAN \$100,000.00 ("MINIMUM REQUIRED INSURANCE" or "MRI"), AND LANDLORD MUST BE NAMED AS AN ADDITIONAL INSURED AND/OR INTERESTED PARTY ON THIS POLICY. Tenant agrees and acknowledges that the insurance mandated herein is not a renter's insurance policy and does not cover any of Tenant's personal belongings, additional living expenses, or liability arising out of bodily injury or property damage to any third party.

- Tenant may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Tenant's choice. If Tenant furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Tenant does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Landlord, who may purchase such coverage through the Landlord's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Landlord for the LLIP coverage shall be charged to Tenant by the Landlord as a recoverable expense under the Lease. Some important points of this coverage, which Tenant should understand are:

- LLIP is designed to fulfill the insurance requirement of the Lease. Landlord is the Insured under the LLIP. This is single interest forced placed insurance. Tenant is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Landlord.
- LLIP coverage is NOT personal liability insurance or renters' insurance. LLIP does not cover the Tenant's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Tenant requires any of these coverages, then Tenant should contact an insurance agent or insurance company of Tenant's choice to obtain personal liability insurance or renters' insurance to protect Tenant's interests.
- Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Tenant elsewhere. At any time, Tenant may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
- If Tenant has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Landlord may purchase Lessor Insurance without notice and add the total cost associated therewith to Tenant's monthly rent payment.
- Licensed insurance agents may receive a commission on the LLIP.
- In the event that loss or damage to Landlord's property exceeds the amount of Required Insurance, Tenant shall remain contractually liable to Landlord for such amount. In the event of liability to any other party for bodily injury or property damage, Tenant shall remain liable to such other party.
- It shall be the Tenant's duty to notify Landlord of any subsequent purchase of Renters Insurance.
- Scheduling of the premises under the LLIP is not mandatory and Tenant may purchase Required Insurance from an insurance agent or insurance company of Tenant's choice at any time and coverage under the LLIP will be terminated by the Landlord.

38) SAFETY AND PROPERTY LOSS: Tenant and all occupants and guests must exercise due care for their own and others safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices.

39) CASUALTY LOSS: PMI Mile High and the Landlord are not liable to any Tenant, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

40) SMOKE AND CARBON MONOXIDE DETECTORS: This home is equipped with smoke and carbon monoxide detectors in accordance with state or local government regulations. Tenant must immediately report smoke or CO2 detector malfunctions to the Landlord. Neither Tenant nor others may disable smoke detectors or carbon monoxide detectors.

- Tenant acknowledges the existence of an operating smoke detector and carbon monoxide alarm in the rental property. These safety devices have been installed in accordance with the manufacturer's published instructions and Tenant understands that these devices have been provided to help ensure the Tenant's safety, but must not be considered a guaranty of safety. Tenant agrees to keep, test, and maintain both safety devices in good repair. Batteries may not be removed from the smoke detector or carbon monoxide alarms, unless inspection and/or maintenance of the devices make it necessary to do so. Tenant further agrees to give immediate written notification to Landlord if the safety devices malfunction or are missing. These responsibilities are in effect throughout Tenant's occupancy.
- Tenant will be held liable to others and to Landlord for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke and/or carbon monoxide detectors or from Tenant's failure to replace a dead battery or report malfunctions to Landlord. It is a Tenant's responsibility to replace batteries in the home's detectors as necessary.
- **Tenants who have damaged disabled or removed approved smoke and/or carbon monoxide detectors will be subject to a \$250 replacement and installation fee per occurrence.**

41) SAFETY AND CRIME FREE: Tenant, any Tenant's guest or occupant under Tenant's control, should not engage in any criminal activity in the property or community.

- In case of emergency, fire, accident, smoke, or suspected criminal activity, dial 911 or call emergency personnel. Tenant should then contact Landlord. Unless otherwise provided by law, Landlord is not liable to Tenants or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

- 42) GLASS BREAKAGE:** Unless prohibited by law, Tenant will be responsible for and shall repair all glass breakage, regardless of cause, which may or may not have been within the control of the Tenant. This includes vandalism or any other cause.
- 43) EXTERMINATION OF PESTS:** Tenant agrees that at the time of possession, that the property is free of rodents, pests, bugs, or other vermin and to the fullest extent permitted by law, it shall be Tenant's sole responsibility to exterminate or otherwise remove them from the property if such rodents, pests, bugs or other vermin appear in the property.
- 44) ASSIGNMENT:** Landlord and Manager may assign this Lease. Tenant shall not assign this Lease, sublet the Premises, or any part thereof, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Tenant is prohibited from subletting or renting, or listing or advertising for subleasing or rental, all or any portion of the Premises to a third party, whether for an overnight use or longtime duration, including overnight stays arranged on Airbnb.com or similar forums. Should it be determined that any portion of the property has been sublet, Tenant shall be in default of this Lease.
- 45) JOINT AND SEVERAL LIABILITY:** Each person executing this Lease is fully and personally liable and obligated for promises, covenants, and agreements in this Lease, including but in no way limited to, the promise to pay any and all rent and other amounts. In the event of default, Landlord may enforce their rights under this Lease against each person individually, or against all the persons.
- 46) PETS - ANIMALS:** Tenant shall not be allowed to have or bring, even temporarily, any animal (including mammals, reptiles, birds, fish, rodents, or insects) anywhere in the Premises at any time, except by prior written consent of Landlord. If Landlord agrees to permit Tenant an animal ("pet"), both Tenant and Landlord must sign a separate pet agreement or addendum.
- It is a privilege to have a pet in a rental property. Tenant shall be responsible for any and all damage done by animals to the property. Pet odor and pet stains SHALL NEVER BE CONSIDERED NORMAL WEAR AND TEAR. This type of damage shall always be the Tenant's responsibility and the cost to clean, repair or seal off such damage shall be charged back to the Tenant. Pets (including mammals, reptiles, birds, fish, and insects) are allowed only if authorized in writing. Tenant must remove an illegal animal within 24 hours of notice, or tenant will be considered in default of this Lease.
 - If Tenant or any guest or occupant violates animal restrictions (with or without Tenant's knowledge), Tenant will be subject to charges, damages, eviction, and other remedies provided in this Lease. If an animal has been in the property at any time during the term of occupancy (with or without Managements consent), Tenant will be charged for de-fleeing, deodorizing, and shampooing.
 - In any action brought by Landlord to enforce this section, Tenant shall bear the burden of proof regarding any pet's status or removal.
- 47) SERVICE/COMPANION ANIMALS:** Upon request, we will authorize an assistance animal for the disabled. For any request for Reasonable Accommodation the Landlord may request:
- A request for Reasonable Accommodation in writing, and
 - A written statement from a qualified healthcare professional or 3rd parties, verifying the need for the assistance animal.
- 48) SMOKING:** Smoking in the Premises is NOT allowed AT ANYTIME. Tenant shall be prohibited from smoking within the Premises. If Tenant smokes within the Premises, Tenant shall be responsible for all resulting costs and

damages due to Tenant's smoking. Premises shall be described as any part of the home, including the patio, deck, or garage.

- Tenant understands and agrees that any damage caused by or related to cigarette, vaping, pipe, cigar, or other smoking shall not constitute ordinary wear and tear. Tenant agrees that costs for painting and for removal of smoke odor are not normal wear and tear. Tenant shall at all times be solely responsible for due care and consideration to ensure that Tenant's smoking does not disturb, bother, or annoy other tenants or neighbors.
- **Violations of this provision may subject Tenant to eviction and or any other remedy available to Landlord pursuant to this Lease.**

49) MARIJUANA USE: The parties agree, that it shall be a breach of this Lease for Tenant to grow, cultivate or raise marijuana on or in the property or for Tenant to sell, dispense or become a dispenser of marijuana, regardless of whether Tenant has or is licensed to do so and regardless of whether Tenant has been granted the right to supply or provide marijuana to persons in need of the same, or for personal use of any sort.

- The growing, cultivation, raising or dispensing of marijuana is a violation of this Lease and will subject Tenant to eviction and/or any other remedy available to Landlord pursuant to this Lease.
- It shall also be a breach of this Lease for Tenant to use or smoke marijuana on the property even if Tenant has a prescription for its medical use, if Tenant is legally registered for such use, or is using recreational marijuana. Tenant shall be required to use or smoke marijuana off the Premises.
- Storage of any marijuana, marijuana related products, or paraphernalia, is strictly prohibited on the Premises.
- **Violations of this provision shall subject Tenant to eviction and or any other remedy available to Landlord pursuant to this Lease.**

By initialing below, you acknowledge and agree to the terms in the Occupancy & Maintenance Section.

Primary Tenant Initial

Tenant Initial

Tenant Initial

Tenant Initial

MOVE-OUT PROCEDURES

50) NOTICE TO VACATE: Tenant shall give Landlord at least thirty (30) days prior written notice of Tenant's intent to vacate the Premises. Tenant's notice to vacate shall specify the date that Tenant will vacate ("Vacate Date") and such date shall not be less than thirty (30) days from the date Tenant gives notice, and shall not be for a date prior to the end of the Lease term.

- If Tenant gives any notice to vacate, the 30-day notice period commences on the first day of the following month after Tenant gives notice, and Tenant shall vacate on or before NOON of the last day of the notice period. Failure to provide written notice by the 1st day of the month will extend the Lease through the last day of the following month.
- Regardless of when Tenant gives notice, Tenant agrees to pay Landlord rent for the entire notice period regardless of whether Tenant occupies the Premises for the entire notice period. Landlord agrees to prorate the rent owed by Tenant for any part of a notice period that constitutes a partial month for which another Tenant has paid Landlord the rent.
- Tenant's notice to Landlord shall be effective if executed by any Tenant who executed this Lease, regardless of whether any or all other Tenants who executed this Lease submit the notice. Tenant's notice of intent to vacate shall only be effective on the date the notice is actually received by and receipted for by Landlord. Tenant agrees to deliver notice to vacate on Tenants Portal or a written and delivered notice to vacate to Landlord to guarantee the effective date of any notice. Tenant may not retract a notice to vacate delivered to Landlord.

- If Tenant fails to give the required notice to vacate, Tenant agrees that the amounts agreed to be paid by Tenant in such event represent a fair amount to allocate the numerous risks and liabilities between Tenant and Landlord. Tenant shall pay all amounts set forth in this section, in addition to any other amounts owed by Tenant under the terms of this Agreement.

51) PREPARING FOR MOVE-OUT:

- We advise Tenants to take care of any repairs or services that is Tenant's responsibility prior to vacating the property. Move-Out Procedures are included on the Residents Resource page along with the services and repairs for which Tenant may be held accountable. The Resident Resources are available electronically on www.pmimilehigh.com; however, Tenant may request a printed copy.
- This Lease Agreement authorizes Landlord to place on the property a key box containing a key to show the property during the final 30 days of the Lease or at any time the Landlord lists the property for sale.
- It is the responsibility of the Tenant to deliver all keys and openers to Landlord. Failure to deliver keys and openers could incur additional charges. Make sure when the Tenant leaves the home, it is properly secured.

52) FINAL DAY OF OCCUPANCY: Upon moving out, Tenant must thoroughly clean the Premises, including but not limited to: doors, windows, closets, bedrooms, bathrooms, kitchen appliances, patios, balconies, garages, carports, landscaping and storage rooms, and otherwise fully comply with Landlord's written move-out and cleaning policies, if any, which are incorporated by reference. Upon move-out, Tenant shall deliver to Landlord all keys, access cards, devices, and/or remotes (collectively "keys") to the Premises, issued by Landlord to Tenant, to avoid disputes regarding the date the Tenant vacated and surrendered the Premises.

- Final Day of Occupancy - Tenant agrees that the final day of occupancy will be the day that all keys and any remotes are delivered to Landlord. Tenant shall not have vacated and surrendered possession of the Premises to Landlord until and unless Tenant has either turned in all Keys to Premises and Landlord has acknowledged receipt of Tenant's keys or Tenant has abandoned the Premises in Landlord's reasonable judgment. If Tenant fails to turn in Keys, Tenant agrees that Landlord will determine, in Landlord's reasonable judgment, the date Tenant vacated and surrendered the Premises for purposes of determining damages in accordance with this Lease and the law. In case the Keys are not returned to Landlord by the last day of the Lease, Tenant will be held responsible for payment of the Holdover fee per day until the keys are received by Landlord.
- If Tenant is in default, Landlord may use the Security Deposit or any portion thereof to cure the default or to compensate Landlord for all damages sustained by the Landlord resulting from Tenant's default.
- The Security Deposit will be returned to Tenant within sixty (60) calendar days after the premises is vacated if:
 - i) Lease term has expired, or agreement has been terminated by both parties;
 - ii) All utilities are paid through the final day of the Tenant's occupancy;
 - iii) All monies due to Landlord by Tenant have been paid;
 - iv) The premises is not damaged and is left in its original condition, normal wear and tear excepted. Landlord shall be the sole judge as to whether said premises are in good order and repair at the expiration of the term of this Lease; and
 - v) Tenant had all carpeting professionally steam cleaned by an approved vendor (not shampooed) upon vacating the premises. (Steam cleaning shall be the last item done at the premises when the Tenant vacates).
- Deposit will not be returned if Tenant leaves before Lease time is completed and prior arrangements were not made for an "Early Termination". Deposit may be applied by Landlord to satisfy all or part of Tenant's obligations and such act shall not prevent Landlord from claiming damages in excess of the Deposit.
- Tenant may not apply the Security Deposit to any of the rent payment.
- Within sixty (60) calendar days after Tenant has vacated the Premises and complied with the Agreement, Landlord will give Tenant an itemized, written statement of the reasons for, and the dollar amount of any of the Security Deposit retained by the Landlord, along with a check for any Security Deposit balance due and owing to the Tenant.
- If a balance is owed by the Tenant, Tenant agrees to pay the balance in full within ten (10) calendar days, or the account may be subject to collections or lawsuit.

53) MOVE OUT PROCEDURES: Prior to moving out, the Lease Agreement requires that Tenant leave the property in a clean and undamaged condition. Landlord has every intention of returning Tenant's Security Deposit as long as Tenant has fulfilled their agreement with Landlord. Funds withheld are for expenses incurred to return the premises to the same

condition as when Tenant moved in. The following information is provided to help Tenant get their Security Deposit returned without any misunderstandings:

- CLEAN the rental property inside/outside to avoid any charges against the deposit because Tenant will not be allowed to re-enter for additional cleaning or repairs once the keys have been surrendered to the Landlord. Our experience has been that after the work and stress of moving, tenants may be too tired to clean the house. We recommend considering a professional cleaning company. If Tenant hires a professional cleaning service, Tenant should provide them with a list of what is expected. Tenant is responsible to oversee and inspect their work.
- Upon vacating, the final requirement is to have the carpets professionally steam cleaned by a professional carpet cleaning company, with a TRUCK-MOUNTED unit. . All receipts must be provided to the Landlord as proof of service. If the house is not clean, with all property and debris removed, or the carpets have not been professionally steam cleaned after the inspection, applicable charges will be made with no exceptions.
- Tenant must provide Landlord with a complete Forwarding Address.
- All keys, remotes and garage door openers must be turned in by NOON on the final Lease date or the holdover charges will apply. If you purchased mailbox keys, or additional garage door openers, these must be returned to Landlord.
- Upon leaving, please be sure to fully secure the property by locking all windows and doors. By surrendering the keys to the Landlord, Tenant is certifying that all property and debris has been removed, trash and recycling bins are empty and all CLEANING has been complete. The Landlord will conduct the final move-out inspection ONLY after the keys have been surrendered. Tenant acknowledges and agrees that they will not be present, for any reason, at the move out inspection.
- It is always our intention to return the Security Deposit in full. However, should Tenant choose to leave the property in need of cleaning or repairs, or trash bins are not emptied and require Landlord to place bins in/out for collection, or cost of any repair or service needed will be deducted from the Security Deposit, along with a \$10 administrative processing fee per invoice.

54) EARLY TERMINATION: Tenant shall be liable to the Landlord if for any reason prior to the end of the Lease Term, any extension, or renewal, Tenant vacates the Premises for any reason without fully performing all Lease covenants including Tenant's covenant to pay all rent due under the Lease (hereinafter "Lease Break Event") for any Lease Term, extension, or renewal. Tenant shall pay and otherwise be liable to Landlord for Landlord's actual costs and losses upon the occurrence of a Lease Break Event regardless of the circumstances which Tenant vacates, including but not limited to voluntary surrender, at the request of Landlord as the result of Tenant's default under the Lease, as the result of an eviction or forcible detainer proceeding, or otherwise. Tenant agrees to reimburse Landlord for these losses and costs whether or not Landlord's reletting attempts succeed in addition to any other charges or amounts due under the Lease, including but not limited to, unpaid rent, future rent, utilities, cleaning charges, or any physical damage to the Premises, and Tenant shall at all times remain liable for said amounts or any other breaches of this Lease, and Landlord shall retain all remedies for Tenant's breaches and other non-compliance with the Lease.

- If Tenant is in default of any provision of this Lease, then in addition to any other rights and remedies that Landlord may have, Landlord may at Landlord's sole discretion and option, either terminate this Lease, or from time to time without terminating this Lease, re-enter and re-take possession of the Premises, with or without legal proceedings as provided for by law, and terminate Tenant's right to possession, and re-let the Premises for such terms and at such rentals as Landlord in Landlord's sole discretion may deem advisable, with the option to make alterations and repairs to said Premises. Tenant shall be liable for the cost of all the alterations and repairs, which are reasonably necessary to re-rent the Premises, and the reletting expenses set forth in this section. If Landlord does not terminate this Lease, upon re-letting, all rent and other sums received by Landlord from such re-letting, shall be applied, first to the payment of any monetary obligation due under the terms of this Lease other than monthly rental installments, second, to the re-letting costs, third, to past due monthly rent installments, with the remainder, if any, to be held by the Landlord and applied as payments of future rents as the same become due and payable under this Agreement. No such re-entry or re-taking possession of the Premises by Landlord, including but not limited to, re-taking of the Premises, by abandonment, voluntary surrender of the Premises by Tenant, or the institution of forcible entry and detainer proceedings or other legal proceedings against Tenant, shall be construed as an election on the part of Landlord to terminate this Lease unless written notice of such intention be given to Tenant, or unless determination hereof be decreed by a Court of competent jurisdiction. Even though Landlord may re-let the Premises without terminating this Lease, Landlord may at any time thereafter elect to terminate this Lease for any previous breach. Should Landlord at any time expressly opt to terminate this Lease for any breach, in addition to

any other remedy Landlord may have, Landlord may recover from Tenant damages Landlord may incur by reason of such breach, including the costs of recovering the Premises, including any reasonable attorneys' fees and costs. If Tenant defaults, Landlord agrees to exercise customary diligence to re-let the Premises to minimize damages.

- Should a Tenant choose to terminate their Lease prior to the Lease expiration deadline, the Tenant must:
 - i) Submit a written notice to vacate identifying the date the keys will be surrendered, and
 - ii) Immediately pay the Reletting fee equal to _____ of one month's rent.
- Tenant shall not be released from liability on this Agreement for any reason whatsoever unless specifically released by Landlord in writing.
- Property will only be put on the market to locate new tenants once the home has been vacated and the Landlord determines the property is in showable condition.
- All cost associated with rekeying the property with our preferred vendor will be the Tenant's financial responsibility.

55) RELEASE FROM LEASE CONTRACT: Unless the Tenant is legally entitled to terminate this Lease, Tenants will not be released from this Lease for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

56) MILITARY CLAUSE: In the event Tenant is or becomes a member of the Armed Forces on extended active duty and receives change of station orders to permanently depart the local area, then Tenant may terminate this Agreement by giving thirty (30) days written notice as provided herein and by the Act. Tenant agrees to furnish Landlord a copy of official orders which warrant termination of this Lease. Permission for base housing does not constitute a permanent order. Other means of termination, as provided under the Service Member's Civil Relief Act, will be allowed as provided by that Act.

57) REPLACEMENTS & SUBLETTING: Replacing a tenant, subletting, or assignment is only allowed exclusively with written consent of Landlord.

- If Landlord approves a replacement tenant, at Landlord's option, the replacement tenant must complete an application, sign Landlord's lease, agree to accept the contract terms and property condition in its present condition and pay Landlord an administrative fee.

58) GIVE-BACKS AND MOVE-IN SPECIALS: If Tenant received a move-in special, free or reduced rent, or any type of Lease incentive, those are all conditioned on the full performance of the Lease.

- In the event Tenant breaches the Lease, moves or terminates early, is evicted or terminates the Lease for any reason prior to expiration of the full term of the Lease, Tenant shall be fully responsible for repayment of all the reductions or incentives that Tenant may have received.

59) RIGHT OF ACCESS BY LANDLORD: Landlord shall have the right to enter the premises, with notice when practical, without notice when not practical, at any reasonable time to examine, inspect, repair, show, or for any other legitimate or necessary purpose which Landlord determines in its sole discretion. No entry by Landlord shall constitute an eviction in whole or in part at any time, nor shall Landlord be liable to Tenant for any inconvenience or discomfort, and the rent shall not abate during any period that Landlord enters. Landlord may enter, regardless of whether Tenant is present, by duplicate key, or other means when necessary or in the event of an emergency. Tenant agrees that Landlord is not required to provide Tenant with 48 hours' notice to inspect and treat the premises for bed bugs.

- **Tenant hereby acknowledges that Landlord after normal working hours, weekends, and holidays will make no repairs or maintenance, other than those of an emergency nature.**

60) RIGHT OF ACCESS - RENT OR SALE: Landlord may install a key box at the premises for the purpose of showing prospective tenants or buyers, the premises. Landlord retains the right to place on the premises a sign advertising the premises for rent or for sale during the term of Tenant's tenancy. Landlord shall, whenever practical, give Tenant next day prior notice of intention to enter the premises for the purpose of showing the premises to prospective tenants, or buyers. Landlord will show the premises without the Tenant being present.

- Tenant agrees to keep the premises in a clean and showable condition during the 30-day period of the notice to vacate. Should the premises be deemed to be not presentable, Tenant will be in breach of this Agreement and may be subject to eviction.
- Should the owner of the premises elect to sell the premises during the term of this Lease, Tenant agrees to allow showings of the property to prospective purchasers. During the sale period, the premises will be advertised for sale, a sign and lockbox will be placed on the premises. Tenant understands that any sale of the premises will include their current Lease - the buyer of the premises will honor the terms and conditions of the Lease signed by the Tenant; no guarantees of lease extensions or renewals are made.

61) DENYING ACCESS: Tenant may withdraw the authorization to place a sign and lockbox on the premises by providing written notice and paying a fee equal to one (1) month's rent as consideration for not allowing access to the premises for marketing purposes. This fee is due and payable at the time that Tenant withdraws their authorization for access to the premises.

- If an appointment is scheduled and agents are denied access or are not able to access the premises because of Tenant's failure to make the premises accessible, Tenant will be in default of this Lease. Please cooperate with our agents. Once a new tenant has been approved for the premises, the showings will cease. Failure to allow reasonable showings during the final calendar month of the Lease constitutes default of the Lease, unless the "fee to deny access" is paid in full.

62) ABANDONMENT: Tenant covenants to occupy the premises and shall be in default if Tenant does not occupy the premises on a regular, continuing, and consistent basis, unless otherwise agreed to by Landlord in writing. In the event Tenant abandons the premises, as evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by the Tenant, or the extended absence of the Tenant while rent remains unpaid for ten (10) days or more, any of which would cause a reasonable person to believe the Tenant had permanently surrendered possession of the premises.

- Tenant also abandons or surrenders the premises ten (10) days after the death of a sole Tenant. If Tenant abandons the premises or vacates the premises for any reason and leaves personal property within the premises, Tenant intentionally, specifically, and irrevocably waives all title and interest Tenant has to such property and grants to Landlord full authority to immediately dispose of same, as permitted by applicable law, without accountability.
- Tenant shall indemnify Landlord, and Landlord's employees and representatives, against any claim or cost for any damages or expense with regard to the removal, disposal or storage of any property, including attorney's fees and costs regardless of who makes a claim against Landlord or any other indemnified in connection with Landlord's lawful removal of any property.

63) FORECLOSURE: In the event the premises is foreclosed, Landlord shall not be responsible for any moving expenses or cost incurred by the Tenant for moving from the premises.

64) REMEDIES CUMULATIVE: All remedies under this Lease or by law or equity shall be cumulative. If a suit for any breach of this Lease establishes a breach by Tenant, Tenant shall pay to Landlord all expenses incurred in connection therewith, as allowed by law.

By initialing below, you acknowledge and agree to the terms in the Move-Out Procedures Section.

Primary Tenant Initial

Tenant Initial

Tenant Initial

Tenant Initial

EVICTIION POLICY

GENERAL PROVISIONS: This section is to advise Tenant of the important dates and deadlines with regard to nonpayment of rent and/or utilities.

- 65) STEP 1: RENT NOT RECEIVED:** If rent is not received by 11:59 pm MST on the 1st day of each month, the Tenant will receive a courtesy email reminding them that there are Unpaid Charges on their account. Late fees will begin to accrue effective the 9th day of each month.
- 66) STEP 2: 10-DAY NOTICE:** If rent has not been received by 11:59 pm on the 1st of each month, a 10-Day Notice may be served on Tenant. *A 10-Day Notice initiates the eviction process if Tenant fails to cure the default within 10 days of being served with the 10-day Notice.* The Tenant will then have 10 calendar days to bring their account current. To cure the 10-Day Notice, Tenant must bring their account current by paying their outstanding balance in full.
- 67) STEP 3: LEGAL ACTION:** If the Tenant fails to comply with the 10-Day Notice, the Notice will be forwarded to the Attorney who will then begin the eviction process in the Courts.
- 68) COURT:** The Tenant will receive a summons to appear in court and provide a reason to the Judge why the Tenant's account is not paid in full.
- If the Judge grants possession of the premises to the Landlord, the Tenant must vacate the property within 48 hours. If the Tenant does not vacate within 48 hours of the Order for Possession, Landlord will request a Writ of Restitution.
 - The Writ of Restitution allows the Sheriff to become involved. Should the Tenant fail to vacate in a timely manner, the Sheriff will schedule a time for the Tenant and all of their belongings to be removed from the property.
 - Additional fees (estimated around \$300) may be charged to the Tenant for the cost of the Writ, if awarded by the court, and all costs involved in removing the Tenant's belongings from the property.
- 69) DON'T LET IT BE YOU:** Of course, we sincerely hope that this situation never applies to you. We do understand that life happens and sometimes there are circumstances that are outside of your control. If you ever find yourself in a situation where you are not able to make your rent payment, you must contact us BEFORE the 1st and advise us of the situation.
- 70) ALTERNATIVE ARRANGEMENTS:** Alternative arrangements may be made, however, the amount stated in the Demand plus any additional rent that came due, must be paid in full no later than 10 days after receiving the 10-Day Demand, to avoid eviction proceedings. No exceptions will be made to this policy.

By initialing below, you acknowledge and agree to the terms in Eviction Policy Section.

Primary Tenant Initial

Tenant Initial

Tenant Initial

Tenant Initial

CHART OF FEES

71) FEES:

MISCELLANEOUS FEES, AS APPLICABLE:

- **SMOKE DETECTOR:** \$250 – to install a smoke detector tampered with or disabled by Tenant, per occurrence
- **CARBON MONOXIDE DETECTOR:** \$250 - to install a carbon monoxide detector tampered with or disabled by Tenant, per occurrence
- **UTILITY FEE:** \$10, a processing charge assessed to those Tenants who have failed to transfer a utility bill into their name or have failed to pay their utilities in a timely manner per occurrence.
- **UTILITY RE-CONNECT:** \$10, a fee charged when the Tenant has the utilities turned off or disconnected, per utility, in addition to any actual charges of the utility company.
- **LATE FEE:** 5% of monthly rent payment due or \$50, whichever is greater, in addition to the monthly rent.
- **NSF FEE:** \$35, a processing charge for any payment returned, per occurrence.
- **HOA VIOLATIONS:** Actual Charge, any charges incurred by the HOA for violations of the HOA CCR's shall be the Tenant's responsibility.
- **MONTH-TO-MONTH:** The fee will be determined by the Landlord. The Fee will be charged with a rent increase deemed appropriate by the current market plus a 10% premium.
- **LEASE RENEWAL/EXTENSION PREPERATION FEE:** \$250, Charged to the Tenant upon completion of any subsequent lease renewal or extension, including approved month to month extensions.
- **HOLDOVER FEE:** Tenant shall pay Landlord rent in the amount of two (2) times the daily rent calculated by using the monthly rent from the preceding month for tenants who fail to vacate a property at the termination of their lease, or the date provided on their Notice to Vacate as their final day of occupancy. This fee will cease upon delivery of the keys to the Landlord.
- **MOVE-OUT CONVENIENCE FEE:** \$25 to avoid dropping keys and remotes off at the office.
- **MISSED SCHEDULED APPOINTMENTS:** Actual vendors' charges.
- **AFTER HOURS ASSISTANCE:** Tenant will be charged \$175 an hour for after-hours assistance provided by Landlord or its agents, due to Tenant's acts or omissions. "After-hours" means any time outside of Monday-Friday, 8 am to 5 pm and/or Holidays.
- **LEASE CHANGE FEE:** \$250, a processing charge to remove a tenant, and/or add a new tenant to an existing lease.
- **PET WASTE FEE:** \$75.00, plus actual costs for each incident that the Landlord must clean-up after any pet.
- **KEYS AND REMOTES:** Fees charged when a Tenant fails to deliver the keys, remotes or openers, upon vacating. The Tenant shall be charged the actual cost of replacement.
- **MOVE-OUT WORK ORDERS:** should a property require Landlord to take action due to Tenant's request, or Tenant's failure to leave the property in a clean, ready to rent condition – a \$10 administrative charge will be added to each work order.
- **TRASH/RECYCLE BIN COORDINATION:** \$50 per trip to property, should a property require Landlord to take action due to Tenant's request, or Tenant's failure to leave empty trash/recycle bins upon vacating.
- **DENY ACCESS/NO SHOWING FEE:** 1x monthly Rent, assessed to those Tenants who have chosen to Deny Access to potential Tenants, during the final 30 days of their Lease.
- **COLLECTION COSTS:** Tenant agrees that any fees incurred by Landlord to collect any outstanding balance shall be the responsibility of the Tenant. All collection costs shall be added to the amount due to Landlord by the Tenants.

72) PAYMENT OF FEES: Once charged, the fee will be considered to be earned in its entirety and will not be prorated, withdrawn or refunded. Once charged, the fees are due and payable immediately.

73) BREACH OF LEASE: Should any fee not be paid when due, Tenant agrees their failure to pay their balance, in full, is a violation of the Lease and may be grounds for termination of tenancy and eviction from the premises.

By initialing below, you acknowledge and agree to the terms in the Chart of Fines & Fees Section.

Primary Tenant Initial

Tenant Initial

Tenant Initial

Tenant Initial

GENERAL CLAUSES

- 74) FAILURE OF LANDLORD TO ACT:** Failure of Landlord to insist upon compliance with one or more terms of this Agreement shall not constitute a waiver of violation of any term or condition of this Lease.
- 75) CASUALTY, CONDEMNATION OR EMINENT DOMAIN:** If the premises or any part of the premises is destroyed due to fire, explosion, or any other casualty, or if the premises or any part of the premises become unsafe, hazardous, or uninhabitable as defined by applicable law, Landlord or Tenant may at their option, upon written notice, may immediately terminate this Lease in accordance with applicable law, or Landlord may repair the premises. If the damage or casualty event is due to Tenant's negligence or intentional conduct, the rent shall not abate or prorate, and Tenant shall be liable to Landlord for any amounts due under this Lease, plus all damage caused by such negligent or intentional conduct. Except as required by law, Landlord has no obligation to provide suitable substitute accommodations, nor is Landlord liable for any other expense, damage, or inconvenience suffered by Tenant. Tenant understands that this is the purpose of renter's insurance. For this reason, among others, Landlord requires Tenant to obtain appropriate insurance to protect Tenant against such event.
- 76) NONWAIVER:** No Waiver of any term, provision or condition of this Lease, or Landlord's failure to insist upon strict compliance with the terms of this Lease in any one or more instances shall be a further or continuing waiver of any such term, provision or condition, or as a waiver of any other term, provision, condition or right under this Lease, or a waiver of Landlord's right to act on any current or future violation by Tenant, or to make any current or future demand for payment of any amounts due under this Lease. Tenant's obligation to pay any rent, or any other amounts shall not be waived, released, or terminated by Landlord's service of any notice, demand for possession, or institution of any forcible entry and detainer action which may result in a termination of Tenant's right of possession. During any period that Tenant has been served with, is under, or subject to a demand for compliance for breach of any nonmonetary covenant, Tenant agrees to pay rent or any other amounts due, and Landlord may accept any such payments and Landlord's acceptance of the same shall not be a waiver of Landlord's rights on any notice or demand for noncompliance for breach of a nonmonetary covenant. When Landlord's consent is required, Landlord's consent in one or more instances shall not be deemed continuing consent or relieve Tenant of obtaining Landlord's consent in the future.
- 77) FAIR HOUSING:** Owner is dedicated to honoring Federal and state fair housing laws. Accommodations and modifications will be permitted and made in accordance with, and as required under, such fair housing laws. Prior to the making of any modifications, Resident and Owner may be required to enter into a modification agreement to govern the approval and implementation of any modifications. Landlord requests that Resident make all requests for reasonable accommodations and modifications in writing. C.R.S. § 24-34-502(1) prohibits source of income discrimination and requires a non-exempt landlord to accept any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person, including income derived from any lawful profession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program.
- 78) ENTIRE AGREEMENT - WAIVER - MISTAKE - SEVERABILITY:** This Lease contains the entire Lease between the Landlord and Tenant and may not be modified in any manner except by an instrument in writing signed by both Tenant and Landlord. Tenant acknowledges that neither Landlord nor any of Landlord's representatives have made any oral promises or representations not contained herein, and that Landlord's agents have no authority to waive, amend, modify, or terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations, or Leases that impose any duties or obligations on Landlord unless in writing. In filling out, processing, and completing this Lease some clerical, scrivener, human, computer and/or mathematical errors may occur. In the event of any such errors

or mistake and regardless of who made the mistake, Tenant agrees to cooperate with Landlord to execute or re-execute any document necessary to correct any such mistake or error upon demand by Landlord. Invalidity of any one of the foregoing provisions, covenants, or promises by judgment or court order shall in no way affect any of the other provisions, covenants, or promises contained in this Agreement which will remain in full force and effect. No provision, covenant, or promise contained in this Agreement shall be deemed invalid or unenforceable because such provision, covenant, or promise does not provide for or grant Landlord or Tenant equal or reciprocal rights.

79) ADDENDUMS: The following addendums hereby become additional provisions of this Lease and are hereby attached:

- Management by Owner
- Brokerage Disclosure to Tenant
- Crime Free and Drug Free Housing
- Pet Addendum, if applicable
- Mold Prevention Addendum
- Asbestos Disclosure
- Radon Disclosure and Booklet
- Applicable 3rd Party Utility Notification
- Lead-Based Paint Disclosure, if applicable
- Sight Unseen Addendum, if applicable
- Denver Tenant Rights and Resources, if applicable
- Other: _____

By initialing below, you acknowledge and agree to the terms in the General Clauses Section.

Primary Tenant Initial

Tenant Initial

Tenant Initial

Tenant Initial

ADDITIONAL PROVISIONS

SIGN AND ACCEPT

- 1) **ENTIRE AGREEMENT:** This agreement, the Tenant Handbook and any Attached Addenda constitute the entire Agreement between the parties, and no oral statements, promises, or representations other than those contained herein and those implied by law have been made by Landlord or Tenant.
- a) *The failure of the Tenant or their guests, or invitees to comply with any term of this Lease is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.*
 - b) It is the intention of the parties herein that if any part of this Lease is invalid, for any reason, such invalidity shall not void the remainder of the Lease.
- 2) **CONTRACT TERMINATION & DISPUTE:** This Lease may only be amended, waived, or terminated by our representatives in writing. Any oral promises, representations or agreements by our representatives shall not be considered legally binding.
- a) No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights is not a waiver under any circumstances.
 - b) **Waiver of Jury Trial:** To minimize legal expenses and, to the extent allowed by law, Tenant and Landlord agree that in action or proceeding in which Landlord is seeking possession of the premises from Tenant, a trial shall be to a judge and not a jury.
 - c) **Force Majeure:** We shall be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.
- 3) **BINDING EFFECT:** This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors and assigns. This Lease shall be construed under Colorado law. Section headings are inserted only for convenient reference and do not limit, define, or prescribe the scope of this Lease, or any attachment to this Lease. By executing below, each Tenant represents that he or she is of legal age and has the required capacity to enter into this binding Lease. Landlord shall not be legally bound by this Lease, until Landlord has delivered an executed copy to Tenant and has collected the certified funds payment in full. However, Tenant's execution shall constitute an offer to lease the premises pursuant to the terms of this Lease, which offer shall remain irrevocable for a period of seven (7) days after the date of execution by Tenant.
- 4) **ACKNOWLEDGEMENTS; COPY OF LEASE:** By signing this Lease Contract, Tenant acknowledges that: (a) Tenant received a disclosure from Landlord about Landlord's application fees prior to Tenant submitting a rental application; (b) Tenant received a receipt from Landlord for any application fees and deposits Tenant paid at the time of Tenant's application; and (c) Tenant received any statutorily required disclosures from Landlord regarding any known issues affecting the premises. Tenant agrees that if Tenant fails to notify Landlord within ten (10) days of executing this Lease that Tenant did not receive a copy of the fully executed Lease from Landlord, Tenant's failure to notify Landlord shall be considered Tenant's acknowledgment of receiving a copy of the fully signed Lease.



TEAM PMI MILE HIGH

@kw PREFERRED REALTY
KELLERWILLIAMS

THIS LEASE 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. IN WITNESS WHEREOF, LANDLORD AND TENANT HAVE EXECUTED THIS LEASE AS OF THE DATE SET FORTH BELOW.

Primary Tenant Signature	Name	Date
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Tenant Signature	Name	Date
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Tenant Signature	Name	Date
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Tenant Signature	Name	Date
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Tenant/Guarantor Signature	Name	Date
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Property Manager Signature	Name	Date
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THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY TEAM PMI MILE HIGH OF KELLER WILLIAMS PREFERRED REALTY, LLC'S LEGAL COUNSEL, TSCHETTER SULZER, PC. 24_0807