

## 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 provide property management and maintenance services 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:

Holding Fee/1<sup>st</sup> Months' Rent \$ \_\_\_\_\_

Security Deposit \$ \_\_\_\_\_

Resident Benefit Package \$ \_\_\_\_\_

Lease Initiation Fee \$ \_\_\_\_\_

Pet Initiation \$ \_\_\_\_\_

Pet Fee \$ \_\_\_\_\_

Pet Deposit \$ \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL DUE \$ \_\_\_\_\_

Pro-Rata Rent of \_\_\_\_\_ days = \$ \_\_\_\_\_ plus applicable fees.

Pro-rata rent will be collected on the 1<sup>st</sup> 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.

- a) 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.
- b) 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.
- c) If Tenant(s) retains possession of the Property after expiration of the fixed term lease with Landlord/Agents 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) do 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.
- d) 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.

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

Rent	\$ _____
Pet Fee	\$ _____
Resident Benefit Package	\$ _____
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 fees before the Tenant takes occupancy of the premises. This is satisfied by payment of the Holding Fee.

- a) Tenant shall make all payments due to Landlord online through the tenant portal or at such other place or in such manner as Landlord designates in writing. It is the Tenant's sole responsibility to get the rent to Manager by the due date, regardless of holidays or weekends; it is not the responsibility of Manager to go to the premises, or elsewhere, to retrieve the rent.
- b) 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.
- c) Landlord shall apply to Tenant's account all monies received from Tenant in Landlord's sole and absolute discretion, 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.

- d) Regardless of whether specifically stated in any applicable paragraph 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.
- e) ***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.***

- f) ☐ (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) **HOLDING FEE:** A Tenant will "hold" the property with a "Holding Fee". The holding fee is equal to one month's rent. This amount, along with the security deposit and applicable fees, is to be paid with certified funds within twenty-four (24) hours of Tenants signing Lease Agreement.

- a) Upon execution of a lease, the holding fee will be applied to the Tenant's first month's rent. Should the Tenants not take possession of the property for any reason; the holding fee shall be non-refundable.

- 7) **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.

- a) If at any time it is determined that such information is false or misleading, then Landlord shall have the option to terminate this Lease upon three (3) days' notice to quit.
- b) 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.

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

- a) Online - Tenants have the option of scheduling their payments through the Tenant Portal, manually or automatically. This form of payment may incur an additional third-party transaction fee.
- b) Check or Cashier's Check or Money Order - Tenants can drop off or mail in a check or money order made payable to PMI Mile High.
- c) Rent payments in any other form including but not limited to wire transfers will be assessed a processing fee of \$25.
- d) 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.
- e) 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.*

- 9) **SECURITY DEPOSIT:** Tenant has deposited with the Landlord \$\_\_\_\_\_ as a Security Deposit. Regardless of when given or for what purpose, any security deposit paid by Tenant is collectively hereinafter referred to as "Deposit".

- a) 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 Security 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.

- b) 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.
- c) Tenant expressly may not use the security deposit in lieu of payment of rent.
- d) 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.
- e) 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 Security Deposit.
- f) 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 Security Deposit. At no time shall dirt or cleaning be considered normal wear and tear.
- g) Tenant agrees to pay any trash removal or dumpster charges if Tenant fails to remove personal property or trash upon vacating.
- h) 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 Security 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 Security Deposit to any and all charges which are due, in such order or allocation as Landlord shall elect. The Security Deposit accounting may be mailed to the last known address of any single Tenant. Tenant authorizes Landlord to transfer the Security Deposit to the Owner or to a subsequent manager if Landlord deems such transfer appropriate.
- i) 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 Security Deposit together with a refund of the balance, if any, of the Security Deposit to Tenant.

**10) 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.

- a) 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, and storage rooms, and otherwise fully comply with Landlord's written move-out and cleaning policies, if any, which are incorporated by reference.
- b) 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.
- c) Unless reported on Tenant Move-in Inspection, the Property and Premises are deemed free of pests.
- d) 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 Resident Portal.**

- e) 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. Landlord specifically disclaims any warranty or covenant of quiet enjoyment.

**11) APPLIANCES:** The following appliances are included in this lease:

a) Amenity List:

- ☐ Refrigerator    ☐ Range/Oven    ☐ Dishwasher  
☐ Microwave    ☐ Washer/Dryer    ☐ Shared/Community Washer/Dryer  
☐ Other: \_\_\_\_\_

- b) Should any of these appliances fail during the term of the lease tenant should immediately submit a Maintenance Request through the Resident Portal.  
c) 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 replacement of the appliance.  
d) 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.  
e) Landlord shall never be liable to Tenant for loss of food due to refrigerator or freezer malfunction or breakdown.

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

- a) \_\_\_\_\_  
b) Mailbox #: \_\_\_\_\_ Assigned Parking: \_\_\_\_\_ Assigned Garage: \_\_\_\_\_

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

- a) \_\_\_\_\_  
\_\_\_\_\_

**14) UTILITIES:** Tenants understand that utilities are their responsibility. Tenants Agree to transfer the utilities into their name prior to Tenants Lease Start Date. The following basic utilities will be the responsibility of:

Utility Company

Paid by:

Electric _____	_____
Gas _____	_____
Water/Sewer _____	_____
Trash/Recycling _____	_____
Other: _____	_____

- a) 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 will 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 tenants account by the end of each month and is due with the current month's rent.

- b) 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.
- c) 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.
- d) In some districts, the water utility bill will remain in the Homeowner's name and the bill will be sent to Manager for payment. Once received, the bill will be posted to the Tenant Portal and must be paid before the end of the month.
- e) 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.
- f) **There shall be a \$50 monthly charge for processing utility bills and payments for those tenants who have failed to put the utilities in their name, have had service disconnected or have failed to make their utility payments on time.** These utilities and charges shall be paid from payments made by the tenant, before rent is processed. *(This fee shall not apply to those utility bills that MUST be charged through the Tenant Portal, i.e., water districts.)*
- g) If Tenant reimburses Landlord for any utility charge, Tenant agrees to pay such sum on or before the FIRST day of each month. Any payments received from Tenant will be applied to utility charges first.
- h) 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 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.
- i) **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 \$50.00 per utility plus any utility company charge.** *Failure to pay utilities when due shall be a breach of this lease.*

**15) 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 5 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 rent or \$50, whichever is greater, in addition to Rent if Landlord has not received total monthly rent and other fees before the 9<sup>th</sup> of the month.

- a) 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.
- b) 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.
- c) Tenant agrees to pay all Attorney's and Sheriff's fees resulting from Tenant's eviction from the Premises.
- d) 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, and a \$50 Service & Delivery charge will be charged to the Tenant. Tenant acknowledges they are responsible for late payments due to mail delivery or other causes.

**16) 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 the re-letting fee 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.

- a) 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.
- b) 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 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.

**17) 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, either Tenant or Landlord may thereafter terminate this Lease by written notice.

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 default and Landlord may exercise any and all rights and remedies under this Lease or at law including, without limitation, notice to quit upon ten (10) days' notice of rent or possession, and imposition of late fees.

**18) 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.

- a) 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. No leases will be renewed or extended if there is an outstanding balance owed at the time of the renewal.
- b) 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.
- c) To complete the renewal or extension process, the Tenant(s) agrees to an inspection no less than 30 days prior to their Lease expiration. If during the lease renewal inspection, it is determined that the Tenant is not caring for the property (interior & exterior) in accordance with their Lease, Landlord reserves the right to decline to offer the Tenant(s) an opportunity to renew or extend their Lease.
- d) No leases will be renewed or extended without a completed inspection.
- e) Upon a successful inspection, the Tenant agrees to renew their lease before their Lease expires. 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.
- f) A LEASE RENEWAL/EXTENSION PREPERATION fee shall be charged to Tenants upon agreement of any subsequent lease renewals or extensions including a new month to month term option with Manager. The Lease Renewal/Extension fee is determined based on when the new agreement has been completed by all parties:
  - **\$100.00 – 61-90 days prior to current lease ending:**
  - **\$150.00 – 31-59 days prior to current lease ending:**
  - **\$250.00 – 0-30 days prior to current lease ending.**

- 19) HOLDING OVER:** Landlord may terminate Tenant's tenancy without notice at the end of any term, extension, renewal, or month-to-month tenancy, because this Lease is an agreement whose term is, by agreement, to end at a time certain pursuant to C.R.S. § 13-40-107(4). 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.
- a) 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.
  - b) If either Tenant or Landlord gives notice to vacate, Tenant shall vacate by no later than NOON, on or before the last day of the month, as specified in the notice.
  - c) 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 office of Manager.**
- 20) 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.
- a) 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.
  - b) 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.
- 21) 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. If Tenant exercises Tenant's statutory right to pay in response to an eviction notice after the notice has expired and after Landlord's attorney has filed an eviction case with a court to enforce Landlord's legal rights but before the court has entered a judgment for possession, Tenant agrees to pay Landlord's current attorney's fees and court costs as set forth in the eviction notice in addition to any other amounts due pursuant to the Lease and all other amounts set forth in the notice. If Landlord files an eviction case and the court determines the possession issue because Tenant disputes the eviction case, attorneys' fees and costs will be awarded to the prevailing party as determined by the court consistent with the parties' intent to have attorneys' fees and court costs awarded to the prevailing party in disputed court actions as set forth in this Agreement.
- 22) 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 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. 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 any action or proceeding arising out of or in any way connected with this Agreement, regardless of whether such claim is based on contract, tort, or other legal theory, shall be heard by a court sitting without a jury and thus Tenant hereby waives all rights to a trial by jury.**



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

**23) 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.

- a) 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").
- b) 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. 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.
- c) 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.
- d) Should unauthorized occupants be found by the Landlord residing in, or appearing to be in control of the premises, Tenant understands and agrees to pay a fee equal to one (1) month rental charge in addition to their standard monthly rent, for each month that any unauthorized occupants are found in the property.  
**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 shall be grounds for immediate eviction and collection of any outstanding fees.
- e) An unauthorized occupant is any guest (regardless of familial relationship) staying longer than 7 days, without prior approval of the Landlord.

**24) 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 three (3)

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.

- a) 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.
- b) 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 attorney's fees and costs incurred by Landlord, levied, or assessed against the property or Landlord because of Tenant.

**25) MAINTENANCE:** 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 online through the Tenant Portal. This should be done within the first 5 days to avoid any tenant charge.

- a) It is the responsibility of Tenants to inform Manager of any maintenance issues which need to be addressed, including any conditions that pose a health or safety hazard to the occupants or premises.
- b) An emergency maintenance hotline is available for Tenants and may be accessed 24/7/365 by contacting Manager and being redirected to the Emergency Hotline. Emergency maintenance requests involve active water leaks, no heat (less than 32°), sewer back-ups, etc. The hotline number is 303-750-7070.
- c) For routine maintenance requests, involving any appliance or system of the home, the Tenant should immediately submit a work order through the Tenant Portal.
- d) 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.
- e) 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.
- f) 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.

**26) ROUTINE MAINTENANCE REQUESTS:** Routine work orders for maintenance must be submitted through the Tenant Portal. The Tenant Portal is accessed at any time from the website at [www.pmimilehigh.com](http://www.pmimilehigh.com).

- a) Work-orders submitted through the Tenant Portal, once approved, will be assigned to a Preferred Vendor.
- b) Tenant(s) shall make all necessary repairs to the interior and keep 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.
- c) 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.
- d) Tenants should notify the Property Manager if there is no response from the vendor within 3 business days for nonemergency, routine maintenance requests.
- e) Landlord will make necessary repairs to the exterior with reasonable promptness after receipt of written notice from Tenant.
- f) Tenant will be responsible for any service call cost resulting in no problem to be found.

**27) MAINTENANCE OF PREMISES BY LANDLORD:**

- a) Landlord shall be responsible for all exterior repairs and maintenance to the Premises except as otherwise specifically set forth in this lease.
- b) 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 immediately evict Tenant.

- 28) 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.
- a) Tenants do not have the right to deny access to the Premises to any approved, preferred vendor scheduled to perform any requested maintenance.
  - b) Any missed scheduled appointments by tenant will incur a \$50 fee, per occurrence in addition to any vendor charge.
- 29) 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.
- a) Tenant shall keep the yard free from all litter, dirt, debris, and any other obstruction. Including vehicles on any portion of the yard unless specifically designated for parking.
  - b) 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.
  - c) Tenant shall dispose of all ashes, rubbish, garbage, and any other waste in a clean and safe manner on a regular basis.
  - d) 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.
    - i) Tenants shall not dispose of feminine products for any reason in plumbing fixtures and facilities.
  - e) 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.
  - f) 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.
  - g) 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.
  - h) 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.
  - i) **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.**
- 30) 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
- a) **GARBAGE DISPOSALS:** If there is a repair needed to a garbage disposal as a result of Tenants misuse or neglect (Ex. Glass, eggshells, potato peels, hard items, bottle caps, etc.) all costs associated with the repair shall be the Tenants 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.
  - b) **REFRIGERATORS/APPLIANCES:** Tenants acknowledges that Landlord/Agent is not responsible for loss of food due to refrigerator malfunction. Tenants will need to make arrangements such as dry ice in order to preserve food

quality until such time refrigerator is repaired. Tenants 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.

- c) **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 Tenants for inspection/repairs. Based upon the issue and costs that the vendor finds, the Owner may opt for a 2nd opinion. Tenants understand that this may result in a delay in the repairs to the A/C system. Cooling systems are considered a convenient item and not deemed to be an emergency repair. 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
- d) **PIPE FREEZE PREVENTION:** If Tenant plan 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 Manager in writing. Failure to do so may result in damage to waterlines from freezing, for which the Tenant will be responsible.

**31) 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, and maintain all the lawns, trees, plants, flowers, 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.

- a) 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.
- b) 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.
- c) **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.**
- d) If Tenant fails to maintain the landscaping in satisfactory condition, a fee of \$250 will be charged to Tenant who fails to maintain the exterior landscaping in a manner consistent with the neighborhood curb appeal, per incident. Tenant will receive one (1) notice to remedy this violation within 72 hours. After inspection and written warning from Landlord, if violation has not been corrected, 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".
- e) 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.

**32) 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.)*

- a) 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.)
- b) Tenants acknowledge 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.

- c) 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.
- d) **To be clear, the Tenant IS responsible for the care of maintenance of the landscaping, contributing to the property's curb appeal.**

**33) 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.

- a) **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.
- b) 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 three (3) days 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.

**34) 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 to Landlord at [admin@pmimilehigh.com](mailto:admin@pmimilehigh.com), **Tenants Portal and/or 303-750-7070**. 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, except in the event of a casualty event as defined in this lease. 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.

**35) 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.

**36) 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.

- a) 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.

- 37) RENTER'S INSURANCE:** BECAUSE TENANT IS NOT COVERED BY LANDLORD'S INSURANCE AND BECAUSE OF THE RISK ASSUMED BY TENANT UNDER THIS LEASE AND SECTION, LANDLORD REQUIRES TENANT TO SECURE ADEQUATE RENTERS INSURANCE, AND LIABILITY INSURANCE TO INSURE AND PROTECT TENANT AGAINST RISK OF LOSSES.
- a) Tenants assume all liability for personal injury, property damage or loss, and insurable risk. Tenants are required to acquire their own insurance for losses to personal property or injuries due to theft, fire, water damage, pipe leaks and the like.
  - b) Additionally, tenants are required to purchase personal liability insurance. Failure to maintain personal liability insurance is an incurable 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.
  - c) 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. **PMI Mile High @ 11859 N Pecos St Ste 200 Westminster, CO 80234 must be listed as "Added Insureds" or "Additional Insureds" on the Rental policy. Any pets MUST also be covered under the Tenant's rental policy.**
  - d) **A complete copy of Tenants Rental insurance must be provided to Landlord before tenant will receive possession of the property.**
- 38) 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 MANAGER 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.
- 39) SAFETY AND PROPERTY LOSS:** Tenant and all occupants and guests must exercise due care for your 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.
- 40) CASUALTY LOSS:** PMI Mile High is not liable to any resident, 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.
- 41) 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 Manager. Neither tenant nor others may disable smoke detectors or carbon monoxide detectors.
- a) 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.

- b) Tenant will be held liable to others and to Manager 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 tenants' failure to replace a dead battery or report malfunctions to Manager. It is a Tenant's responsibility to replace batteries in the home's detectors as necessary.
- c) **Tenants who have damaged disabled or removed approved smoke and/or carbon monoxide detectors will be subject to a \$250 fee per occurrence.**

**42) SAFETY AND CRIME FREE:** Tenant, any tenants guest or resident under tenants' control, should not engage in any criminal activity in the property or community.

- a) 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.

**43) GLASS BREAKAGE:** 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.

**44) EXTERMINATION OF PESTS:** Tenant agrees that at the time of possession, that the property is free of rodents, pests, bugs, or other vermin and that 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.

**45) ASSIGNMENT** Landlord 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 agrees to pay a fine/fee equal to one (1) months' rent, due and payable immediately.

**46) 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.

**47) 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.

- a) 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.
- b) If Tenant or any guest or occupant violates animal restrictions (with or without tenants' 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.
- c) Unauthorized pets found on the property shall incur a \$500 fee, per month, until it is confirmed that the pet has been removed. In any action brought by Landlord to enforce this section, Tenant shall bear the burden of proof regarding any pet's status or removal.

**48) SERVICE/COMPANION ANIMALS:** Upon request, we will authorize a service/companion animal for the disabled. For any request for Reasonable Accommodation the Landlord may request:

- a) A request for Reasonable Accommodation in writing, and
- b) A written statement from a qualified healthcare professional or 3rd parties, verifying the need for the service/companion animal.

**49) 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.

- a) Tenant understands and agrees that any damage caused by or related to cigarette, 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.
- b) **A violation of this provision may subject Tenant to immediate eviction and or any other remedy available to Landlord pursuant to this Lease.**

**50) 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.

- a) 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.
- b) 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 of legal age to use recreational marijuana. Tenant shall be required to use or smoke marijuana off the Premises.
- c) Storage of any marijuana, marijuana related products, or paraphernalia, is strictly prohibited on the Premises.
- d) **A violation of this provision shall subject Tenant to immediate 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**

- 51) 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.
- a) 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.
  - b) 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.
  - c) 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 sign 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.
  - d) 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 paragraph, in addition to any other amounts owed by Tenant under the terms of this Agreement.
- 52) PREPARING FOR MOVE-OUT:**
- a) We advise Tenants to take care of any repairs or services that is Tenants responsibility prior to vacating the property. Move-Out Procedures are included in the Tenant Handbook along with the services and repairs for which you may be held accountable. The Tenant Handbook is available electronically on [www.pmimilehigh.com](http://www.pmimilehigh.com); however, Tenant may request a printed copy.
  - b) 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 your Lease or at any time the Landlord lists the property for sale.
  - c) It is the responsibility of the Tenant to deliver all keys and openers to PMI Mile High. Failure to deliver keys and openers could incur additional charges. For a \$25 convenience fee you can avoid the hassle of bringing the property keys to our office on the last day of your lease. Arrangements must be made in advance to have this option. On the final day of tenants' tenancy, if tenant elect to use this service and is approved by Manager, tenant will send an email to [admin@pmimilehigh.com](mailto:admin@pmimilehigh.com) with a picture of all keys/remotes in the kitchen drawer, along with tenants forwarding address and cleaning receipts attached. Make sure when the tenant leaves the home, it is properly secured.
- 53) 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, 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.
- a) 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 Manager by the last day of the month, Tenants will be held responsible for payment of Holdover fee per day until the keys are received by Landlord.

- b) 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.
- c) The Security Deposit will be returned to Tenant within sixty (60) calendar days after residence 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) Residence 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).
- d) 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.
- e) Tenant may not apply the Security Deposit to any of the rent payment.
- f) 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.
- g) 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.

**54) MOVE OUT PROCEDURES:** Prior to moving out, the Lease Agreement requires that tenants leave the property in a clean and undamaged condition. We have every intention of returning your security deposit as long as tenants have fulfilled their agreement with us. Funds withheld are for expenses incurred to return the Premises to the same condition as when tenants moved in. The following information is provided to help tenants get their security deposit returned without any misunderstandings:

- a) CLEAN the rental property inside/outside to avoid any charges against the deposit because tenants will not be allowed to re-enter for additional cleaning or repairs once the keys have been surrendered to the Manager. 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. Call Manager for a recommendation of affordable cleaning companies. If you hire a professional cleaning service, you should provide them with a list of what is expected, tenant is responsible to oversee and inspect their work.
- b) Upon vacating, the final requirement is to have the carpets professionally steam cleaned by a professional carpet cleaning company, with a TRUCK-MOUNTED unit. Please call Manager for our preferred vendor. All receipts must be provided to the Manager 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.
- c) Tenant must provide Manager with a complete Forwarding Address.
- d) 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 return to Manager.
- e) Upon leaving, please be sure to fully secure the property by locking all windows and doors. By surrendering the keys to the Manager, Tenant is certifying that all property and debris has been removed and all CLEANING has been complete. The manager will conduct the final move-out inspection ONLY after the keys have been surrendered. Tenants acknowledge and agree that they will not be present, for any reason, at the move out inspection.
- f) 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, the cost of any repair or service needed will be deducted from the security deposit, along with a \$50 administrative processing fee per invoice.

**55) EARLY TERMINATION:** Tenant shall be liable to the Landlord for an early-termination fee, 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. Upon the occurrence of a Lease Break Event, Tenant shall pay an Early Termination fee in an amount equal to one (1) month's rent.



- a) 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 Early Termination fee.
- b) Payment of the Early Termination fee does not relieve the Tenant's responsibility of rent and/or utilities and charges, until a new Tenant moves in or the expiration of their Lease, whichever occurs first.
- c) Tenant's agreement to pay the early termination fee, or Tenant's actual payment of the early termination fee shall not under any circumstances release Tenant from any liability to Landlord under this Lease for 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 the Lease, and Landlord shall retain all remedies for Tenant's breaches and other noncompliance with the Lease. Tenant shall not be released from liability on this Agreement for any reason whatsoever unless specifically released by Landlord in writing.
- d) Property will only be put on the market to locate new tenants once the home has been vacated and the manager determines the property is in showable condition.
- e) All cost associated with rekeying the property with our preferred vendor will be the Tenants financial responsibility.

**56) RELEASE FROM LEASE CONTRACT:** Unless the tenant is entitled to terminate this Lease Contract, you won't be released from this Lease Contract 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.

**57) 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 Manager a certified copy of official orders which warrant Termination of this Agreement. 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.

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

- a) If we approve a replacement tenant, at our option, the replacement tenant must complete an application, sign our Lease Contract, agree to accept the contract terms and property condition in its present condition and pay Manager an administrative fee of \$150.

**59) 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.

- a) 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.

**60) 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.

- a) **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.**

**61) 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 Property without the Tenant being present.

- a) Tenant agrees to keep the Premises in a clean and showable condition during the 30-day period of the notice to vacate. Should the property be deemed to be not presentable, Tenant will incur a fee equal to one (1) month rent. This fee may be incurred for successive 30-day periods if the Tenant continues to fail to keep the property in presentable condition, the Tenant will be in breach of this Agreement and subject to eviction.
- b) Should the owner of the Premises elect to sell the Property during the term of this Lease, tenant agrees to allow showings of the property to prospective purchasers. During the sale period, the home will be advertised for sale, a sign and lockbox will be placed on the property. Tenant(s) understand that any sale of the Property will include their current Lease - the buyer of this Property will honor the terms and conditions of the Lease signed by the Tenants; no guarantees of lease extensions or renewals are made.

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

- a) If an appointment is scheduled and agents are denied access or are not able to access the property because of Tenant's failure to make the Property accessible, Tenant will be charged the denying access fee equivalent to one (1) months' rent. Please cooperate with our agents. Once a new Tenant has been approved for this Property, 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.

**63) 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 property, 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, any of which would cause a reasonable person to believe the Tenant had permanently surrendered possession of the dwelling unit.

- a) 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 without notice, court order, or accountability.
- b) 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 removal of any property.

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

**65) REMEDIES CUMULATIVE:** All remedies under this Agreement or by law or equity shall be cumulative. If a suit for any breach of this Agreement 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 tenants of the important dates and deadlines with regard to nonpayment of rent and/or utilities.

**66) STEP 1: RENT NOT RECEIVED:** If rent is not received by 5pm 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.

**67) STEP 2: 10-DAY NOTICE:** If rent has not been received by close of business on the 1st of each month, a 10-Day Notice may be posted at the property. *A 10-Day Notice initiates the eviction process.* The tenant will then have 10 business days to bring their account current.

- a) A \$50 fee will be assessed on the account for posting the Notice.
- b) To cancel the 10-Day Notice, Tenant's must bring their account current by paying their outstanding balance in full.

**68) 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.

- a) Once the 10-Day Notice is submitted to the Attorney's for processing, a fee of no less than \$350.00 will be assessed to the Tenant.

**69) 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.

- a) If the Judge grants possession of the property, the Tenant must vacate the property immediately. If the Tenant does not vacate within 48 hours of the Order for Possession, we will request a Writ of Restitution.
- b) 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.
- c) Additional fees (estimated around \$300) will be charged to the Tenant for the cost of the Writ and all costs involved in removing the Tenant's belongings from the property.

**70) STEP 5: A PRETRIAL CONFERENCE:** A pretrial conference will be scheduled if there are outstanding monies owed on the account.

**71) 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.

**72) ALTERNATIVE ARRANGEMENTS:** Alternative arrangements may be made, however, the rent and all late fees accrued must be paid in full no later than 10 days preceding receiving the 10-Day notice, 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 FINES AND FEES

**73) FINES:** Fines are defined as those charges assessed due to a Tenant's breach of the terms of their lease. Fines are:

- a) \$250 - Tampering with, or disabling, a Smoke detector, per occurrence
- b) \$250 - Tampering with, or disabling, a Carbon Monoxide detector, per occurrence
- c) \$50 - 10-Day Notice of Demand for Payment of Rent or Compliance - Delivery and Service, per occurrence
- d) 1x monthly Rent - Unauthorized Occupants living in or in control of a property, per month.
- e) \$500 - Unauthorized Pets found to be in the property, per month.

**74) FEES:** Fees are defined as those charges assessed to the Tenant's, in compliance with their lease.

**MANDATORY FEES:** Tenant shall pay a monthly charge for the Resident Benefit Package of \$\_\_\_\_\_ for credit reporting, 24-hour maintenance coordination service, online portal access, and HVAC filter delivery (if applicable).

**75) MISCELLANEOUS FEES, AS APPLICABLE:**

- a) **UTILITY FEE:** \$50, 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.
- b) **UTILITY RE-CONNECT:** \$50, 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.
- c) **LATE FEE:** 5% of monthly rent in addition to the monthly rent or \$50, whichever is greater.
- d) **NSF FEE:** \$35, a processing charge for any payment returned, per occurrence.
- e) **HOA VIOLATIONS:** Actual Charge, any charges incurred by the HOA for violations of the HOA CCR's shall be the Tenant's responsibility.
- f) **INSPECTIONS:** \$50, a fee assessed when a Tenant fails to maintain the property, or landscaping, necessitates monthly or quarterly inspections, or fails to complete a requested self-inspection in a timely manner, per incident.
- g) **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.
- h) **LEASE RENEWAL/EXTENSION PREPERATION FEE:** Charged to the Tenant upon completion of any subsequent lease renewal or extension.
  - \$100.00 – 60-90 days prior to current lease ending:
  - \$150.00 – 31-59 days prior to current lease ending:
  - \$250.00 – 0-30 days prior to current lease ending.
- i) **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 office of the Manager.
- j) **MOVE-OUT CONVENIENCE FEE:** \$25 to avoid dropping keys and remotes off at the office. Arrangements must be made and paid for in advance.
- k) **MISSED SCHEDULED APPOINTMENTS:** \$50, per occurrence plus vendors charge.
- l) **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.
- m) **LEASE CHANGE FEE:** \$150, a processing charge to remove a tenant, or add a new tenant to an existing lease.
- n) **LAWN CARE:** \$250, a fee charged to a Tenant who fails to maintain the exterior landscaping in a manner consistent with the neighborhood curb appeal, per incident. Tenant(s) will receive one (1) notice to remedy this violation within 72 hours.
- o) **PET WASTE FEE:** \$75.00, plus actual costs for each incident that the Landlord must clean-up after any pet.
- p) **ABANDONMENT:** 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 plus:
  - i) **FILTERS & BATTERIES** \$25.00 each for not changing upon vacating.
  - ii) **House Keys:** \$150
  - iii) **Mailbox Keys:** \$100

- iv) Garage Door Openers: \$100 each
- v) Fan Remotes: \$100 each
- vi) Pool Card: \$100 each
- vii) HOA Gate Remotes: \$100 each
- viii) HOA Parking Passes: \$250 each
- q) **MOVE-OUT WORK ORDERS:** \$50, should a property require Landlord to take action due to Tenants request, or Tenant's failure to leave the property in a clean, ready to rent condition - an administrative charge will be added to each work order.
- r) **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.
- s) **EARLY TERMINATIONS FEE:** 1x monthly Rent, a fee assessed to any Tenant choosing to "Break Their Lease" prior to the expiration of their lease.
- t) **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.

**76) PAYMENT OF FINES & FEES:** Once charged, the fine and/or fee will be considered to be earned in its entirety and will not be prorated, withdrawn or refunded. Once charged, the fines and/or fees are due and payable immediately.

**77) BREACH OF LEASE:** Should any fine and/or fee not be paid when due, Tenant agrees their failure to pay their balance, in full, is a substantial violation of the Lease and grounds for termination of tenancy and eviction from the Property.

**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

**78) 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.

**79) 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 determined by Landlord in his sole and absolute discretion, Landlord may at his option, upon written notice to Tenant, either immediately terminate this Lease or repair the Premises. Regardless of the extent of damage to the Premises or any portion of the Premises, Landlord may also upon written notice immediately terminate this Lease, if in Landlord's sole and absolute discretion, any repairs necessitated by any event would be either impractical or dangerous, if Tenant continued to occupy 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. Landlord has no obligation to provide suitable substitute accommodations, nor is Landlord liable for any other expense, damage, or inconvenience suffered by Tenant. Tenants understand 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.

**80) 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' 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.

**81) 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, as well as restoration obligations, if any. Landlord requests that Resident make all requests for reasonable accommodations and modifications in writing.

**82) 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. Invalidation 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.

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

- a) Brokerage Disclosure to Tenant
- b) Crime Free and Drug Free Housing
- c) Pet Addendum, if applicable
- d) Mold Prevention Addendum
- e) Asbestos Disclosure
- f) Resident Benefit Package Addendum
- g) Lead-Based Paint Disclosure, if applicable
- h) Sight Unseen Addendum, if applicable
- i) 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**

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### **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 Agreement 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 rental Agreement is invalid, for any reason, such invalidity shall not void the remainder of the rental Agreement.
- 2) **CONTRACT TERMINATION & DISPUTE:** This Lease Contract 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 Manager agree that a trial of any lawsuit based on statute, common law, and/or related to this Lease Contract 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, Resident acknowledges that: (a) Resident received a disclosure from Landlord about Landlord's application fees prior to Resident submitting a rental application; (b) Resident received a receipt from Landlord for any application fees and deposits Resident paid at the time of Resident's application; and (c) Resident received any statutorily required disclosures from Landlord regarding any known pest control issues affecting the Premises. Resident agrees that if Resident fails to notify Landlord within ten (10) days of executing this Lease that Resident did not receive a copy of the fully executed Lease from Landlord, Resident's failure to notify Landlord shall be considered Resident's acknowledgment of receiving a copy of the fully signed Lease.

**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

Tenant Signature

Name

Date

Tenant Signature

Name

Date

Tenant Signature

Name

Date

Tenant/Guarantor Signature

Name

Date

Property Manager Signature

Name

Date

THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS DRAFTED BY TEAM PMI MILE HIGH OF KELLER WILLIAMS PREFERRED REALTY, LLC'S LEGAL COUNSEL, TSCHETTER SULZER, PC.