

APARTMENT LEASE AGREEMENT

THIS IS A BINDING LEGAL DOCUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING. THIS LEASE IS NOT A FORM APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY KLASSLAWGROUP AS LEGAL COUNSEL FOR THE LANDLORD OR BROKER FOR THE LANDLORD.

1. **Parties.** This Lease Agreement (the "Lease") is between you the resident(s):

[[Tenants_Full_Name]]

Being all the allowed Occupants of the Premises eighteen years of age or older (hereinafter collectively referred to as "Resident") and:

[[custom_A__Names_of_Other_Occupants]]

Being all the allowed Occupants of the Premises under the age of eighteen; and the herein named rental manager, Deerwoods Real Estate Management, LLC (the "Landlord").

You have agreed to rent [[Unit_Address_Line_1]], [[Unit_Number]] [[Unit_City]], Colorado [[Unit_Postal_Code]] in [[custom_A__County_of_Property]] County, (the "Premises") for use as a private residence only.

2. **Occupants.** The Premises will be occupied only by you and the parties, if any, listed in section one of this lease. No one else may occupy the Premises. A Person shall be considered to be occupying the Premises if the person reasonably appears to be using the Premises as a place to live. Indications of occupancy shall include, but not be limited to: coming and going to the Premises with the use of a key, providing any third-party (including the police) with the address of the Premises as that person's residential address, receiving mail at the Premises, keeping clothes or other personal effects at the Premises, commonly being present in the Premises or common areas of the apartment community, or commonly parking the person's vehicle for extended periods of time or overnight. A person may establish unauthorized occupancy of the Premises and thereby create a violation of this Lease Contract, even if that person owns or leases other residential property. Resident is responsible for the conduct of any and all occupants and guests. Any person in the common areas coming to or from the Premises shall be Resident's guest. Persons not listed above may not stay at the Premises for more than five (5) consecutive days without Landlord's prior written consent, and no more than ten (10) days in any one month. The term "Resident" in this Lease refers to all residents and occupants.

3. **Term of Lease.** The initial term of this Lease begins on [[Lease_Start_Date]] and ends at midnight on [[Lease_End_Date]]. Landlord shall not be liable for any damages in the event the Premises are not available for occupancy on the commencement date. This agreement will automatically renew on a month-to-month basis unless written notice of termination is given by either party at least thirty (30) days before the initial term ends (requirements outlined in paragraph 30.) Additionally, Landlord may increase the rent on a month-to-month tenancy upon thirty (30) days written notice. In the event this agreement extends beyond the Term above on a month-to-month tenancy, such tenancy shall then terminate only on the last day of a month.

4. Security Deposit.

1. Resident has deposited with the Landlord the sum of \$[[Lease_Security_Deposit]] as security deposit against the breach by Resident of any of Resident's covenants and agreements contained herein, including without limitation: damage to the Premises, furniture, fixtures, appliances, and carpet; abandonment of the Premises; non-payment of rent; late charges; insufficient check charges and attorney's fees (see paragraph 28).
2. Any sums due or owing by Resident to Owner may at any time be deducted from said deposit; deductions shall be used to pay non-rent items first. Resident agrees to promptly reimburse the security deposit within three (3) days after notice is

given and Resident may not apply any portion of the security deposit to any month's rent.

3. The security deposit or other like amounts received by Landlord from Resident pursuant to this Lease will be held and disbursed subject to the terms of this Lease and the law. In the event that Landlord appoints an agent to hold and disburse said funds, Resident hereby consents to such appointment. In the event of a sale of the Premises by Landlord, unless Landlord fails to transfer Resident's deposited funds, Resident will look solely to the successor owner for satisfaction of any claims related to said security deposit.

5. **Keys.** Resident will be provided with:

[[custom__of_Keys]] Key(s) to the Premises and [[custom_A__Unit_Keys]] Key(s) to the Unit

[[custom_A__Mailbox_Keys]] Mailbox Key(s) and [[custom__Other_Keys]] Other Key(s) [[custom_Other_Keys_Type]]

[[custom_A__Garage_Keys_Openers]] Garage Remote and [[custom__Parking_Permits]] Parking Pass(es)

Keys may not be duplicated by Resident. Any occupant who moves out must surrender his keys to Landlord immediately upon vacating. Landlord shall retain keys to all locks at the premises at all times. Should any lock be changed by Resident with or without the consent of Landlord, Resident shall immediately provide Landlord with a copy of all new keys as well as the locks/keys that were removed.

6. **Rent.** Resident will pay \$[[Lease_Rent]] per month for rent, payable in advance and without setoff or demand for The Premises payable to Deerwoods Real Estate Management. Rent must be paid on or before the first day of each month (due date) with no grace period. If applicable, a one-time "Move-In" concession of \$[[custom_Concession__Amount]] will be applied to the first full month's rent due, at signing. If the move-in date does not fall on the first day of the month, a prorated rent of \$[[Lease_Prorated_First_Month_Rent]] will be applied as rent on the first day of the second month of the lease term.

Landlord may, at its option, require at any time, that Resident pay all rent and other sums in the form of cashier's check or money order. Cash is unacceptable without our prior written permission. If Resident does not pay on time, Resident will be delinquent and all remedies under this Lease shall be authorized. If Resident does not pay all rent and other sums due **on or before the 3rd** day of the month, Resident agrees to pay a late charge of **\$50.00** and a daily late fee of **\$10.00** for each day a balance is held thereafter. Resident agrees to pay a charge of **\$65.00** for each returned check, as well as any late charges or applicable Service of Notice Fees.

In the event Landlord determines to service any notice upon Resident due to Resident's failure to pay rent or for Resident's violation of the rules and regulations, Resident shall be liable to Landlord for the Service of Notice Fee of **\$30.00**. Landlord may, without notice, require payments in money orders or cashier's checks. Acceptance of personal checks, electronic payments or cash is not required. Electronic payments are not deemed received if paid after service of an eviction notice. Owner shall be entitled to reject and return such funds paid electronically if done so within three (3) days after resident gives notice in writing of such payment. **Any dispute by Resident must be stated in a separate notice and not merely stated on the face or rear of a negotiated instrument.** As used in this agreement, rent shall mean all obligations of this agreement and addendums owed to Landlord including but not limited to monthly rent, late fees, service fees, attorney fees, damages, month to month fees, court costs, pet fees, taxes, and security deposits. However, for accounting purposes only, payments may be applied in the following order, first to damages, security deposits, late fees, service fees, month to month fees, court costs, attorney fees, any and all other amounts due, and lastly to rent. The above rental rate is for an unfurnished Premises. Resident's right to possession and all Landlord's obligations are expressly contingent on prompt payment of rent and use of the Premises by Resident is obtained only on the condition that the rent is paid on time. Payment of rent shall be an independent covenant and all monies received by Landlord shall be applied first to non-rental obligations of Resident, then to the oldest rental amounts due, regardless of notations on checks. Each Resident does hereby grant to each of the other Residents herein the power to receive notices and sign documents binding all of the Residents as it may pertain to this tenancy and this agreement. By this agreement each resident herein grants a power of attorney to each other resident to bind all residents as it pertains to this agreement, addendums, notices, and pleadings which relate to this tenancy, including the ability to accept service of process and give notice to Landlord.

If Resident is authorized to keep a pet at the Premises, then in addition to the rent amount stated above, Resident will also pay a non-refundable Pet Fee of \$[[custom_Pet_Fee]] and \$[[custom_Pet_rent]] per month in Pet Rent which shall be due along with monthly rent. (See Pet Addendum if applicable)

7. **Utilities.** Resident will pay \$[[custom_RUBS__Amount]] per month for utility reimbursement (RUBS) for the following items:

- [[custom_RUBS]]

Utilities shall be used for ordinary household purposes only. Resident shall provide and pay for all utilities except those listed below or those for which a separate agreement is entered into concurrently. All utility services whether provided by Landlord or Resident, are subject to interruption or temporary termination for the purpose of repairs, alterations, or improvements to the Premises or for emergency reasons. Any such interruption or temporary termination of utility service shall not constitute a default by Landlord, nor is Landlord liable for interruption or termination. In any event, Resident shall be responsible for its own telephone service, cable service, (unless specifically stated otherwise), and any other optional service, which may be deemed a utility. Resident shall establish the utilities for which it is responsible in its name immediately. Resident will not allow utilities to be disconnected, including disconnection for non-payment, until the Lease term or renewal period ends. If Resident fails to establish utilities, Landlord may at its option terminate this agreement or bill Resident a handling fee of \$25 per utility per month. It is required that all Residents have both gas and electrical service. Resident agrees that Landlord may elect at any time to allocate utilities charged to the entire community to each apartment unit on an equitable basis following thirty (30) days advanced notice in writing to Resident. In that event Resident agrees to pay Resident's allocated share of utilities as billed along with rent. **Utilities to be paid and established by Landlord: [[custom_Owner_paid_utilities]]**

8. **Insurance and Limitation on Landlord Liability.** Resident shall obtain a policy of renter's insurance for losses or injuries to Resident and/or Resident's family members, guests, invitees and personal property due to theft, fire, smoke, water damage, and the like. Renter's insurance shall also provide insurance coverage for damage and injuries caused by Resident and/or Resident's family members, guests and invitees and shall list Landlord as additional insured. Landlord's insurance does not provide coverage for Resident or Resident's personal property. Resident shall provide written evidence of such coverage to Landlord upon execution of this Lease and reasonable request thereafter.

In the event of injury, loss or damage to Resident or Resident's personal property on the premises, Landlord shall not be liable, excluding in the event of willful misconduct, gross negligence or violation of law. Resident agrees to indemnify and hold Landlord harmless from all liability for any such injury, loss or damage.

9. **Re-letting Charge.** Resident will be liable to Landlord for a re-letting charge in the amount of \$[[custom_Re_letting_Fee]] if Resident:

- a. Fails to give thirty (30) days advance written notice of Resident's intent to move-out
- b. Moves out without Landlord's written approval and without payment of rent in full for the entire Lease term or renewal period
- c. Moves out at Landlord's demand because of Resident's default
- d. Is judicially evicted

The re-letting charge is neither rent, nor a lease cancellation fee nor a lease buy-out fee. The charge does not release Resident from continued liability for future or past-due rent, cleaning, repairs, re-painting, lock or key changes, or other sums due under this Lease. The re-letting fee is an amount Resident agrees to be liable for and agrees is reasonably calculated to cover the time, effort and expense of Landlord to find and process a replacement resident. Such expenses are uncertain and difficult to ascertain and may include time, effort and expense for inconvenience, paperwork, advertising, showings, utilities for showings, checking prospects, office overhead, marketing costs, investigation costs, and locator-service fees. The re-letting charge is due whether or

not our re-letting attempts succeed.

10. **Delay of occupancy.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, Landlord is not liable to Resident for the delay. This Lease will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) Resident's right to terminate as set forth below. If the delay is longer than ten (10) days, Resident has the right to terminate this Lease. Resident's termination notice must be in writing. After termination, Resident is only entitled to a refund of deposits and any rent paid. Rent abatement or Lease termination do not apply if the delay is for cleaning or repairs that do not prevent Resident from occupying the Premises.

11. **Copies.** This Lease has been executed electronically or in multiple copies: one for Landlord and one for Resident. Resident and Landlord should retain a copy of any inventory and condition report. Resident is entitled to one copy of this Lease once it has been fully signed. Keep it in a safe place.

12. **Reimbursement.** Resident shall promptly reimburse Landlord for loss, damage or cost of repairs or service caused by Resident's or Resident's guests' or invitees' improper use or negligence. Landlord may require payment at any time, including in advance of repairs. Landlord's delay in demanding amounts due is not a waiver of Landlord's right to such payment.

13. **Rent increases and Lease changes.** No rent increases or Lease changes are allowed before the end of the initial Lease term unless agreed to in writing by both Landlord and Resident. If at least thirty (30) days prior to the end of the initial or any renewal term, Landlord gives Resident written notice of rent increase and/or Lease changes, and Resident does not give notice of move out, then this Lease will automatically continue month-to-month at the increased rent rate and/or Lease changes. The new modified month-to-month Lease will begin upon the expiration of the initial or renewal term.

14. **Disclosure rights.** Resident agrees that if someone requests information on Resident or Resident's rental history for law-enforcement, governmental or business purposes of Landlord, Landlord may provide it.

15. **Conduct.** Resident hereby waives his rights to any implied warranty of quiet enjoyment. Landlord shall take no action to intentionally disturb Resident's privacy or enjoyment of the Premises. However, Landlord makes no warranty as to the actions or inactions of third parties. The Premises and other areas reserved for Resident's private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Storage areas, laundry rooms, and similar areas must be used with care. Sidewalks, walkways, and hallways shall not be obstructed or used for any purpose other than ingress or egress.

16. **Prohibited conduct.** Resident and Resident's guests may not engage in the following prohibited activities: loud or obnoxious conduct; disturbing or threatening the rights, comfort, health, safety, or convenience of Landlord, management staff, or others in or near the Premises; possessing, cultivating, selling, or manufacturing illegal drugs or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by law; discharging a firearm at or near the Premises; using the Premises for other than residential use to include operating a business or childcare service; storing fuel or hazardous materials; tampering with utilities; or using candles or kerosene lamps; or keeping any attractive nuisance (such as a trampoline or swimming pool) at the Premises. (Please see Smoke Free, Marijuana and Crime Free Lease Addenda for details.)

17. **Motor vehicles.** Landlord is not responsible for the safety of or damage to Resident's or any occupants' or guests' automobiles. Landlord may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Resident and Landlord agree that any abandoned, unlicensed, derelict, inoperable and/or wrongfully parked vehicles at the Premises may be towed off the Premises by Landlord or hired towing company at the vehicle owner's expense with or without prior notice. Vehicles may be immediately towed, without prior notification if the vehicle:

- (1) Is parked in a marked handicap space without the legally required handicap insignia;
- (2) Blocks another vehicle from exiting;
- (3) Is parked in a fire lane or designated "no parking" area; or

(4) Is parked in a space marked for other residents(s) or unit(s).

Other parking or vehicle violations will be towed after posting a forty-eight (48) hour notice in a conspicuous place on the vehicle indicating the Landlord's intent to tow said vehicle. A vehicle or other item is wrongfully parked if it is not properly displaying the Deerwoods Parking Permit (if applicable), has flat tires; has an expired license; takes up more than one parking space; is abandoned, derelict, or inoperable; belongs to a Resident who has surrendered or abandoned the Premises; or is a type of vehicle that is prohibited from parking on the Premises. Resident agrees not to store and/or park any trailer, camper, motor-home, boat, or any other similar recreational item or vehicle on the Premises or adjacent parking lot without the prior written consent of Landlord. Resident agrees not to store and/or park any commercial or public vehicle on the Premises. Resident agrees not to make repairs to any vehicle or recreational items on the Premises. Landlord may regulate the time, manner and place of parking any vehicle or other items at the Premises. In the event the Landlord is fined or incurs any cost associated with Resident's (including occupants or guests) vehicles, Resident shall immediately reimburse Landlord for such amounts. (Please see Parking Addendum for specifics.)

18. Release of Resident. Unless Landlord has given a written, signed release, Resident is not released from this Lease for any reason, including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, separation, divorce, reconciliation, loss of co-Residents, loss of employment, or poor health. In the event that Resident dies while at the Premises, Landlord will release information and property as permitted by law.

Military Clause: In the event Resident is or becomes a member of the Armed Forces on extended active duty and receives change or station orders to permanently depart the local area, then Resident may terminate this agreement by giving thirty (30) days written notice as provided herein and by the Act. Resident agrees to furnish Owner a certified copy of his official orders which warrant termination of this agreement. Permission for base housing does not constitute a permanent order. Other termination as provided under the Service Members' Civil Relief Act will be allowed as provided by that Act.

19. Safety and property loss. Residents and guests must exercise due care for their own and other's safety and security especially in the use of smoke detectors, locks, window latches and other security devices. Resident shall promptly remove snow and ice from the sidewalks and walkways at the Premises or if Landlord performs snow removal, Resident shall remove snow from the entrances to the leased premises.

Smoke Detectors. Landlord will provide smoke and carbon monoxide detectors as required by law. They will be equipped with working batteries at the commencement of the initial lease term. Resident is responsible for supplying, paying for and installing replacement batteries and testing the detectors thereafter. Landlord may replace dead batteries at Resident's expense without notice to you. Resident shall immediately report smoke or carbon monoxide detector malfunction to Landlord. Resident may not disconnect smoke detectors. Resident agrees that he shall be liable to Landlord for any loss or damage from fire, smoke or water in the event that the smoke detectors have been disconnected or if Resident has failed to replace batteries or failed to report malfunctions.

Casualty loss. Landlord is not liable to any Resident, guest or other occupant or invitee for personal injury or damage or loss of personal property from fire, smoke, rain, flood, environmental problems, water leaks, hail, ice, snow, lightning, wind, explosions, or interruption of utilities unless that injury or damage is caused by Landlord's negligence. Landlord does not guarantee removal of snow and ice from the Premises at any particular time of day and may provide removal without notice to Resident. Unless Landlord instructs Resident otherwise, Resident must, for 24 hours a day during freezing weather: (1) keep the Premises heated to at least 50 degrees, (2) keep cabinet and closet doors open, (3) drip one water faucet on each floor of the Premises, and (4) disconnect all garden hoses. Resident agrees to be liable for damage to Landlord's and others' property if damage is caused by violation of these requirements or any other provision of this Lease.

Crime or emergency. Call 911 or local fire, police, or emergency medical personnel in case of fire, smoke, injury, illness, or suspected criminal activity. Resident shall then promptly notify Landlord of the event. Resident agrees not to treat Landlord's security measures, if any, as an express or implied warranty of security or as a guarantee against crime or of reduced risk of

crime. Resident agrees that Landlord is not liable to Resident, guests or other occupants or invitees for injury, damage, or loss to person or property caused by criminal conduct of other persons, including but not limited to theft, burglary, assault, vandalism, or other crimes. Landlord is not obligated to provide security personnel, security lighting, security gates or fences, or other forms of security unless required by law. If Resident, guest or other occupants is affected by crime, Resident shall make a written report for Landlord and local law enforcement and provide an incident number to Landlord.

20. Condition of the Premises and Alterations. Resident accepts the Premises, fixtures, appliances and furniture as is, except for conditions materially affecting the health and safety of ordinary persons. Landlord disclaims all implied warranties. Within seventy-two (72) hours after move-in, Resident must advise Landlord of all defects or damage. Otherwise, everything in, on and about the Premises will be considered to be in clean, safe, and good working condition. Resident may prepare and supply to Landlord an inventory and condition report reflecting the condition and contents of the Premises so long as such report is made and delivered to Landlord within seven (7) days of the date of initial occupancy.

Resident must use customary diligence in maintaining the Premises. Unless authorized by statute or Landlord in writing, Resident must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter the Premises. No holes or stickers are allowed inside or outside the Premises other than a reasonable number of small nail holes for picture hanging in sheetrock walls and in grooves of wood-paneled walls. No water furniture, antennas, additional phone or cable television or computer outlets, alarm systems, or lock changes, additions, or re-keying is permitted unless authorized by statute or Landlord in writing. Resident agrees not to alter or remove Landlord's property, including alarm systems, smoke and carbon monoxide detectors, furniture, telephone and cable television wiring, screens, locks and security devices. When Resident moves in, Landlord shall provide light bulbs for fixtures that we furnish; after that, Resident will replace them at her/his expense with bulbs of the same wattage unless the use of a ladder is needed. Resident's improvements to the Premises (whether or not Landlord has consented) become the sole property of Landlord unless Landlord agrees otherwise in writing.

Resident shall maintain all existing landscaping, if any, of areas specific to or solely accessed by the Premises listed in this lease. Such maintenance shall include watering grass and other plants, mowing grass, and weed control. Resident agrees to be liable for any failure to maintain landscaping. Resident shall not install any landscaping without Landlord's prior written consent. If consent is given, then Resident shall maintain all landscaping installed by Resident. Any landscaping installed by Resident shall be removed upon request of Landlord at Resident's sole expense and the area returned to the condition it was in before Resident's landscaping was installed.

Mold and Mildew: Resident shall keep the Premises free of mold and mildew and shall prevent water at the Premises from leaking into other areas of the Owner's property. Resident agrees to defend, indemnify and hold harmless Owner against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to, attorney's fees and court costs, that may be made as against Owner (its officers, directors, employees, agents, manager, and affiliates) as a result of or arising out of the growth or proliferation of mold or mildew within the Premises. Resident further agrees that Owner shall not be liable for any damages caused to Resident, Resident's guest, occupants, or any property within the Premises resulting from mold or mildew. Resident shall indemnify Owner from any liability relating to mold or mildew resulting from damages to any person or property within Resident's Premises regardless of the source of the mold or mildew. Resident agrees to immediately notify Owner of the existence of any water leak, mold or mildew within the Premises. (Please see Mold and Mildew Addenda for specific details.)

21. Repairs. Resident may perform minor repairs as necessary in a good and workmanlike manner. Landlord shall perform any major repair. **IF RESIDENT NEEDS TO GIVE NOTICE TO LANDLORD OF THE NEED FOR ANY REPAIR, INSTALLATION, OR OTHER SERVICE OR SECURITY RELATED MATTER, SUCH NOTICE MUST BE GIVEN IN WRITING TO MAINTENANCE@DEERWOODS.COM** (except in emergencies involving immediate danger to person or property, such as fire, gas, smoke, not heat, overflowing sewage, uncontrollable running water, electrical shorts or crime in progress).

If Landlord complies or responds to any oral request, such action is not a waiver of the strict requirement for a written notice under this Lease. Resident shall promptly notify Landlord in writing of: water leaks, electrical problems, broken or missing locks

or latches, and other conditions that pose a hazard to property, health or safety. Landlord may change or install utility lines or equipment serving the Premises if the work is done reasonably without increasing Resident's utility costs. Landlord may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or other cause, Resident shall notify Landlord immediately. If other equipment malfunctions, Resident must notify Landlord on the next regular business day. Landlord will act with customary diligence to make repairs and reconnections which are the responsibility of Landlord, taking into consideration when casualty insurance proceeds are received. Rent will not abate.

If Landlord considers fire or catastrophic damage substantial, Landlord may terminate this Lease within a reasonable time by giving you written notice. If this Lease is so terminated, Landlord will refund prorated rent and all deposits less deductions.

22. Pets/Animals. No animals are allowed (even temporarily) anywhere on the Premises unless Landlord has so authorized in writing, except for service animals of disabled persons. Landlord does not allow pit bulls, rotweilers, dobermans, german shepherds, chows or akitas due to contractual insurance limitations. Resident agrees that the animal shall not be dangerous, shall be adequately supervised and controlled, shall not cause a disturbance to the other residents or to management, shall be trained as appropriate, shall be licensed and inoculated as required by law and Resident agrees that Resident shall be solely responsible for all damage and/or injury caused by the animal. Resident shall promptly pick up all animal waste. Resident shall indemnify Landlord as necessary in such event for all costs incurred by Landlord as a result including but not limited to Landlord's attorney's fees. If an animal has been on the Premises at any time during your occupancy, Resident agrees to be responsible for all charges of de-fleaing, deodorizing, cleaning, repair and/or shampooing. Pet prohibitions apply to all mammals, reptiles, birds, fish, rodents and insects. Resident shall not feed stray animals. If Resident or any guest violates animal restrictions (with or without your knowledge), Resident shall be responsible for all charges, damages, and subject to eviction and other remedies available to Landlord under this Lease or the law. A non-refundable pet fee shall not be considered a security deposit. Landlord may require a doctor's written signed statement of the need for a service animal for disabled persons. (Please see Pet Addenda for specific details.)

23. When Landlord may enter. If Resident is present, then repairers, service providers and other workmen, Landlord and Landlord's representatives may enter the Premises peacefully at reasonable times for the purposes listed in (2), below. If Resident is not present, then repairers, service providers and other workmen, Landlord and Landlord's representatives may enter the Premises peacefully and at reasonable times by duplicate key (or by breaking a window or other means if locks have been changed in violation of this Lease) if:

(1) Written notice of the entry is left in a conspicuous place on the Premises immediately after the entry; and

(2) The entry is for: responding to your request; repairs; estimating repair or refurbishment costs; pest control; preventative maintenance; retrieving unreturned tools or appliances; servicing of sprinkler system including start up, shut down and other maintenance; preventing waste of utilities; servicing, delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or re-keying unauthorized security devices; stopping excessive noise; removing health or safety hazards (including hazardous materials) and items prohibited by Landlord; removing unauthorized pets; retrieving property owned or leased by former residents; inspections; entry as directed by law-enforcement officer with or without a search warrant or in hot pursuit; showing the Premises to prospective residents (after move out or vacate notice has been given); or showing the Premises to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents.

Resident understands and agrees that Landlord may undertake various improvements to the Premises. So long as such improvements cause no unreasonable inconvenience to Resident, entry to the Premises may occur during business hours without prior notice to Resident. If improvements shall cause unreasonable inconvenience to Resident, Landlord shall obtain Resident's prior consent to entry.

24. Multiple Residents. Each Resident is jointly and severally liable for all Lease obligations. If Resident or any other occupant or any guest violates this Lease, Resident is considered to have violated the Lease. Landlord's requests and notices to any Resident constitute notice to all Residents and occupants. Notices and requests from any Resident (including repair requests, entry permissions, and move out notices) constitute notice from all Residents. In eviction lawsuits, any one of multiple Residents is

considered the agent of all other Residents on the Premises for service of process. Security deposit refunds, if any, may be by one check jointly payable to any or all Residents and the refund check and accompanying accounting letter may be mailed to any or all of the Residents.

25. Replacements and subletting. Replacing a Resident or subletting is allowed only when Landlord consents in writing, which consent may be withheld in Landlord's sole and absolute discretion. If departing or remaining Residents procure a replacement acceptable to Landlord before the departing Resident moves out and we expressly consent to the replacement or subletting, then:

- (1) A re-letting charge will not be due;
- (2) An administrative fee of \$300 will be due; and
- (3) All original Residents will remain liable for all Lease obligations for the rest of the original Lease term.

Landlord will credit all subsequent rent that Landlord actually receives from replacement or subsequent residents against your liability for past-due and future rent. If Resident moves out early, Landlord will exercise customary diligence to re-rent the Premises.

If Landlord approves a replacement resident, then Landlord may, at Landlord's sole option, require that either:

- (1) The replacement resident signs this Lease with or without an increase in the total security deposit; or
- (2) The remaining and replacement Resident sign an entirely new lease. Unless we agree otherwise in writing, Resident's security deposit will automatically transfer to the replacement resident as of the date that Landlord approves the replacement. The departing Resident will no longer have a right of occupancy or to a security deposit refund and will remain liable for the rest of the original Lease term unless Landlord agrees otherwise in writing.

26. Default by Landlord. Landlord will act with customary diligence to:

- (1) Maintain fixtures supplied by Landlord, hot water, heating and air conditioning equipment, if supplied by Landlord, as applicable;
- (2) Substantially comply with applicable federal, state and local laws regarding safety, sanitation, and fair housing; and
- (3) Make all reasonable repairs, subject to Resident's obligation to pay for damages for which Resident is liable.

If Landlord violates any of the above,

- (a) Resident must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) After receiving the request, Landlord has a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) If Landlord hasn't diligently tried to repair within a reasonable time, Resident must then give Landlord written notice of intent to terminate this Lease;
- (d) Landlord shall have seven (7) days from the date of Resident's notice of intent to terminate; and
- (e) If repair has not been made within the seven (7) day period, then Resident may exercise his remedies.

Failure of Landlord to provide or maintain any recreational, laundry or other facility, amenity, or common area, or to repair any property or premises, shall not constitute a breach of this lease by Landlord unless such failure makes the Resident's Premises uninhabitable and Resident vacates the Premises due to such failure.

27. **Default by Resident.** Resident will be in default if:

- (1) Resident doesn't pay rent or other amounts that Resident owes when due;
- (2) Resident or any occupant or guest violates any provision of this Lease, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs;
- (3) Resident abandons the Premises;
- (4) Resident or any occupant is arrested for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined by Colorado or federal law;
- (5) Any illegal drugs or paraphernalia are found at the Premises, or
- (6) Resident gives incorrect or false answers in a rental application. In the event of incorrect or false answers in a rental application, such action shall not only be considered a default under the lease, but shall, in Landlord's sole discretion, also be considered a material misrepresentation which induced Landlord to enter into this Lease and grounds to rescind this Lease. If rescinded, then Landlord may terminate the tenancy of Resident in the same manner as is required to terminate a month-to-month tenancy.

28. **Remedies.** If Resident is in default, Landlord may exercise one or more of the following remedies, without limiting any other right or remedy:

- (1) **Eviction:** If Resident defaults, Landlord may end Resident's right of occupancy by giving three days' written notice to cure the default or vacate. If Resident has not cured the default within the three days, Landlord can exercise all legal rights. Notice may be by: (a) personal delivery to any Resident; (b) personal delivery at the Premises to any occupant over 16 years old; or (c) affixing the notice to the Premises' main entry door. Termination of Resident's possession rights or subsequent re-letting does not release Resident from liability for future rent. After giving notice to vacate or filing an eviction lawsuit, Landlord may still accept rent or other sums due; the filing, or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, past or future rent, or other sums.
- (2) **Acceleration:** All monthly rent for the rest of the Lease term or renewal term will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without Landlord's prior written consent: (a) Resident moves out, removes property in preparing to move out, or Resident or any occupant gives oral or written notice of intent to move out before the expiration of the Lease term; and (b) Resident has not paid all rent for the entire Lease term and renewal period. Such conduct is considered a default for which Landlord need not give Resident notice. Remaining rent will also be accelerated if Resident is judicially evicted or move out when Landlord makes demand because Resident has defaulted. Landlord's right to accelerate is in lieu of having rent for the entire term payable when the Lease term begins.
- (3) **Other remedies:** If Resident's rent is delinquent and Landlord gives Resident three days' prior written notice, Landlord may terminate utilities that Landlord has furnished and paid for unless governmental regulations on sub-metering or utility pro-rations provide otherwise. We may report unpaid amounts to credit agencies. Upon default, Landlord has all other legal remedies, including Lease termination.

In the event of litigation arising from this lease, the prevailing party shall be entitled to an award of his attorney's fees. In the event of an award of attorney's fees in favor of Landlord, Resident agrees to pay Landlord's attorney's fees when and as they accrue, all of which shall be considered additional rent. Resident shall be responsible for said fees whether or not litigation is actually commenced and shall be responsible for said fees because of any breach by Resident's family, any occupant, or any guest. Late charges are liquidated damages for Landlord's time, inconvenience and overhead in collecting late rent, but are not for attorney's fees or litigation costs. All unpaid amounts bear interest at the rate of eighteen percent (18%) per year from the due date,

compounded annually until paid. Resident agrees to pay all collection agency fees in addition to the amounts that are due under this Lease. Resident **waives trial by jury** concerning any dispute arising pursuant to this Lease or the landlord-tenant relationship between the parties and agrees that any trial shall be to the court.

29. **Paying sums due.** Payment of all sums due is an independent covenant, at Landlord's option and without notice, Landlord may apply money received first to Resident's non-rent obligations, then to rent, regardless of notations on checks or money orders and regardless of when the obligations arise. All sums other than rent (which is due on the first of each applicable month) are due upon Landlord's demand. After the due date, Landlord does not have to accept the rent or any other payments.

30. **Notice of Intention to Vacate and Holdover.** Resident agrees, **at least thirty (30) days prior to the expiration of the original or any renewal term of this Lease**, to give written notice to Landlord of Resident's intention to move out which includes the specific date on or by which the Resident shall vacate and surrender the Premises. Landlord will rely upon such notice or the absence of such notice. If such notice is not timely given, the thirty (30) day period shall run from the date that Landlord learns of Resident's intent to vacate or the date on which Landlord discovers that Resident has vacated, whichever occurs last. In the event that the Resident holds over the Premises after the original or any renewal term of this Lease and Landlord accepts rent for any period after the date of Lease expiration, the Lease shall be deemed to be a month-to-month residency. Landlord may give Resident at least thirty (30) days' prior written notice of an increase in monthly rent. If such notice is given, then monthly rent shall increase to an amount as stated in the notice of up to twice the monthly rental rate applicable for the last month of the original or last renewal term. All other terms of this Lease shall remain in full force and effect during such month-to-month residency including the provision requiring at least thirty (30) days' written notice of Resident's intention to move out.

Early Vacate: If Resident does not fulfill the entire term above (even if such failure is due to eviction by Landlord) Resident shall be liable to Landlord for the costs incurred by Landlord as a result of the early termination. These costs are in addition to the other damages and rent (including future rent) that may be assessed pursuant to this agreement.) They may include, but are not limited to: leasing agent costs, advertising expenses, turnover expense, and such other costs incidental to re-renting the Premises. If Resident vacates prior to the end of the initial term, they will be responsible for a Lease Break Fee of \$[[custom_Lease_Break_Fee]]. Resident shall additionally be responsible for damages, repayment of concessions, and such other provisions as contained herein. It is agreed that an eviction notice shall be deemed to terminate occupancy but NOT the obligations to pay rent under this agreement.

31. **Move-out procedure.** The move-out date cannot be changed unless Landlord gives prior written approval. Resident will not move out before the expiration of the original or any renewal Lease term unless all rent for the entire term is paid in full. Early move-out may result in acceleration of future rent as well as re-letting charges. Before moving out, Resident must pay all rent through the end of the term. Resident agrees that he may not apply any security deposit to rent. Resident agrees not to remain at the Premises beyond the date on which Resident has given notice that Resident shall move out. Resident shall give Landlord Resident's forwarding address in writing.

32. **Cleaning and damage repair.** Prior to move-out Resident must thoroughly clean the Premises, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies and storage rooms. Resident shall be liable for any cleaning and/or repair for soil and/or damage beyond normal wear and tear (which is wear, damage or soil that occurs without negligence, carelessness, accident or abuse). If Resident does not clean adequately, Resident agrees that he will be liable for reasonable cleaning charges as follows (this is a general non-inclusive fee list):

- Carpet cleaning and spot removal \$100.00 per room
- General cleaning and trash removal \$ 30.00 per hour (\$120 minimum)
- Drapery cleaning \$ 35.00 per window.

If Resident does not repair damage, Resident agrees that he will be liable for reasonable repairs as follows (this is a general non-inclusive fee list):

- Interior painting \$250.00 per room

- Mini-blind replacement \$55.00 per window
- Glass repair - labor \$55.00 per pane plus materials
- Re-keying \$75.00 per lock
- Appliance repair, replacement \$55.00 per hour plus parts

It is agreed that carpeting has an expected useful life of five (5) years. Any other repairs shall be charged at the rate of \$55.00 per hour plus materials.

33. **Inspection.** Resident may request that Landlord meet for a joint move-out inspection. Landlord has no obligation to participate in such joint inspection. Whether such joint inspection occurs, Landlord shall be entitled to make a later thorough inspection. Therefore, Landlord will not be bound by observations or statements made during the joint inspection with respect to any full or partial refund of security deposit.

34. **Other charges.** Resident will be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; damage or repairs (beyond normal wear and tear); replacement cost of our property that was in or attached to the Premises and is missing; replacing dead or missing smoke detector batteries; utilities for repairs or cleaning; \$20.00 per hour for time spent by Landlord to supervise cleaning or repairs or give access to utilities (including cable television companies) or personal property rental companies or to open Premises for Resident when Resident or any occupant has misplaced his key (the Premises will not be opened for Resident's guests); duplicate keys including any keys to be kept in Landlord's possession; missing or burned out light bulbs; stickers, scratches, burns, stains, or unapproved holes; removing or re-keying unapproved security devices or alarm systems; agreed re-letting charges; packing, removing, or storing Resident's property removed or stored; removing illegally parked vehicles; government fees, fines or charges for which Resident is liable and which are paid by Landlord; late charges; returned check charges; attorney's fees; court costs; and any other sums due under the terms of this Lease.

35. **Deposit return; Surrender; Abandonment.**

A. Resident surrenders the Premises on the date of the earlier of the following:

- (1) All keys have been turned in at the place where rent is paid;
- (2) The move-out date has passed and no Resident or occupant is living in the Premises in Landlord's reasonable judgment.

Resident abandons the Premises when:

1. Resident and occupants appear to have moved out in our reasonable judgment; and
2. Clothes, furniture, and personal belongings have been substantially removed from the Premises.

The Premises will also be deemed abandoned on the tenth (10th) day after the death of a sole Resident. Surrender or abandonment ends Resident's right to possession for all purposes, including re-letting the Premises, damage and repair, cleaning charges and cleaning, removing property left in the Premises, and return of the security deposit.

B. Resident agrees that if Resident abandons or vacates the Premises and leaves behind personal property of the Resident or other occupants or guests or any person claiming under them, Landlord shall have the right to remove and dispose of said personal property as Landlord sees fit at Resident's sole risk and cost and without recourse by Resident or any person claiming under the Resident against Landlord and/or Landlord's agents. Resident acknowledges that Landlord is in the business of renting the Premises and the removal of Resident's personal property is necessary to Landlord's business. As such, Resident indemnifies Landlord and holds Landlord harmless and Landlord's agents against any claim for any damages or expense with regard to the removal, disposal or storage of the property. Resident agrees that in the event that Resident's property is stored by Landlord, Resident shall pay to Landlord all charges for moving and storage of the property and Resident further agrees that Landlord may thereafter elect to dispose of the property stored at Landlord's sole discretion without being liable to Resident.

C. Resident and Landlord agree that within sixty (60) days after termination of this Lease or surrender and acceptance of the

Premises, whichever occurs last, Landlord shall provide to Resident at his last known address a written statement listing the reasons for any and all charges against the security deposit and refund the balance of the security deposit, if any. The security deposit shall be returned to Resident only after each and every one of the following conditions has been met:

- (1) The full agreement Term has expired or the agreement has been terminated without default of Resident and Resident has not "held over."
- (2) Resident has provided a written thirty (30) day notice of intent to vacate to Landlord prior to the original date of termination or original expiration and/or thirty (30) days prior to the last day of the month Resident intends upon vacating. This provision does not allow Resident to terminate the lease prior to the expiration of the initial term but does require at least thirty (30) days notice of intent to vacate at all times.
- (3) There are no unpaid charges, damages, or rent due by Resident under this Lease;
- (4) The Premises, including kitchen appliances, have been cleaned and the Premises has been left in the same condition as when the Resident moved in, normal wear and tear excepted; and
- (5) Appropriate charges for cleaning, damage, repair, and replacement have been deducted or paid.

D. Resident acknowledges and agrees that security deposit may not be applied by Resident to rent or any other charge under the terms of this Lease and that no oral agreement may modify this provision.

36. **Miscellaneous.**

- a. Choice of Law: This Lease has been executed and delivered in the State of Colorado and shall be construed in accordance with the laws of the State of Colorado.
- b. Waiver: No waiver of any breach of any one or more of the terms, covenants or conditions of this Lease by the Landlord shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
- c. Severability: If any sentence, paragraph or article of this Lease is held to be illegal or invalid, this shall not affect in any manner those other portions of the Lease not illegal or invalid and this Lease shall continue in full force and effect as to those provisions.
- e. Entire Agreement: This Lease constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and cancels all prior agreements between the parties relating thereto.
- f. Amendment and Modification: This Lease may not be modified, amended or supplemented except by a writing signed by the parties hereto.

Resident is entitled to a copy of this Lease when it has been fully signed. Keep it in a safe place.

Other Conditions: [[custom_Other_Terms_for_the_Lease]]

Date of Lease Agreement: [[Current_Date]]

RENT AND FEES SUMMARY

Monthly Rent \$[[Lease_Rent]] **Security Deposit** \$[[Lease_Security_Deposit]]

Pro-Rate rent for second month of Lease Term in the amount of \$[[Lease_Prorated_First_Month_Rent]]

Late Fee \$50.00 **plus** \$10.00 **per day after and inclusive of the 3rd day of each month**

Pet Fee (*one time*) \$[[custom_Pet_Fee]] **Pet Rent** (*monthly*) \$[[custom_Pet_rent]]

Parking: Fee (*monthly*) \$[[custom_Parking__Parking_Space_Rent_Monthly]] **Remote Deposit**
\$[[custom_Garage_Deposit]]

RUBS (*Utility Reimbursements, monthly*) \$[[custom_RUBS__Amount]] **Other Fees / Assessments** (*monthly*)
\$[[custom_Other_Fees]]

Service of Notice Fee \$30.00 **Lease Break Fee** \$[[custom_Lease_Break_Fee]]

[[Adobe_Tenant_Initials]]

In the event Resident fails to complete the entire term (regardless of the reason, even eviction by Landlord) or violates any other term of this agreement, Landlord shall be entitled to recover the amounts stated above that were discounted to Resident. It is agreed that any concession shall be deemed a rental payment deferment, which shall become due and payable upon breach or at the termination of the lease unless the lease is completed wherein the deferred rental payment shall be forgiven.

This is a binding legal document. Resident acknowledges reading all of this agreement and any addendums carefully before signing. Residents are jointly and severally liable for all the terms, conditions, and payments due pursuant to this agreement.

RESIDENT OR RESIDENTS SIGNATURES: (All Residents Must Sign)

[[Adobe_Tenant_Signatures]] [[Current_Date]]

LANDLORD OR LANDLORD'S AGENT:

[[Adobe_Staff_Signatures]] [[Current_Date]]