

THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING. THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY FRASCONA, JOINER, GOODMAN AND GREENSTEIN, P.C. FOR THE EMPORIA COMPANY, LLC.



**The Emporia Company, LLC
RESIDENTIAL LEASE**

Date of Lease Contract (when the lease contract is filled out): _____

1. PARTIES

This Lease Contract ("Lease") is entered into by _____ (the "Landlord"), having an address at _____ and _____ (the "Tenant") for the Premises having an address of: _____ (the "Leased Premises" and/or "Premises"). If applicable, _____ is also a party to this Lease Contract as a co-signer and is also guaranteeing performance of this Lease Contract with their signature.

Landlord is the owner of the Leased Premises and The Emporia Company, LLC is acting on Landlord's behalf in facilitating the lease transaction. As used herein, the term "Landlord" shall refer to the owner of the Leased Premises and Landlord's agents, employees, and representatives. The term "Broker" shall refer to The Emporia Company, LLC, having an address at PO Box 102548, Denver, CO 80250. Broker's working relationships with Landlord and Tenant are described in the Brokerage Disclosure to Tenant (form BDT20-5-09).

2. USE AND OCCUPANCY

The Leased Premises will be occupied only by Tenant and _____ (list of all other occupants not signing the Lease Contract). No one else may occupy the Leased Premises without Landlord's prior written consent, which consent may be withheld in the sole discretion of the Landlord and which, as a condition of being granted, may require the submission of an application, payment of application fee, and the consenting to a background check. A person shall be considered to be occupying the Leased Premises if the person reasonably appears to be using the Leased Premises as a place to live. Indications of occupancy shall include, but not be limited to: coming and going to the Leased Premises with the use of a key, providing any third-party (including the police) with the address of the Leased Premises as that person's Residential address, receiving mail at the Leased Premises, keeping clothes or personal effects at the Leased Premises, or commonly being present in the Leased Premises or common areas of the Premises. A person may establish unauthorized occupancy of the Leased Premises and thereby create a violation of this Lease Contract, even if that person owns or leases other Residential property. Tenant is responsible for the conduct of any and all occupants and guests. Tenant shall not permit guests to occupy the Leased Premises more than seven days per month without the prior written consent of Landlord. Tenant understands and agrees that the foregoing limitations on the use and occupancy of the Leased Premises are a material inducement for the granting of this Lease by Landlord to Tenant.

3. CONTRACT TERM

This Lease shall commence at _____ on the ____ of _____, _____ ("Commencement Date") and end at _____ on the ____ of _____, ____ ("Expiration Date"). The term of the Lease shall continue thereafter on a month-to-month basis, subject to all terms and conditions of this Lease, unless and until terminated in accordance with the Lease. **Tenant must give written move-out notice to Landlord as required by Paragraph 9.**

4. SECURITY DEPOSIT

Tenant agrees to deposit _____ as a security deposit ("Security Deposit") with the Landlord or Broker, which shall be retained as security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this Lease. The Security Deposit shall draw no interest, unless otherwise required by state or local law. The Security Deposit if and to the extent not applied toward the payment of damages, costs or expenses as permitted herein, shall be returned to Tenant at Tenant's last known address within sixty (60) days following the later of the termination of this Lease or the surrender and acceptance of the Leased Premises, unless otherwise required by state or local law. Tenant agrees that this Security Deposit may not be used by the Tenant to set off any month's rent, including the last month of occupancy. The Security Deposit shall be returned to Tenant only after the following conditions have been met or the corresponding charges have been applied: (a) There are no unpaid charges, damages, or rent payments due by Tenant hereunder; (b) The Premises, including kitchen appliances, have been cleaned thoroughly, in accordance with any written Move-Out Policy Landlord provided, and the Premises shall have been left in the same condition as when Tenant moved in, except for ordinary wear & tear; (c) After inspection by Landlord, appropriate charges will be deducted for any unpaid damages or repairs to the Premises or its contents (beyond reasonable wear); stickers, scratches,

burns or holes, etc., on the walls, doors, floors, draperies, carpets and/or furniture, etc. Holding or applying the Security Deposit shall not limit Landlord's right to exercise all remedies under this Lease and/or provided by law, nor shall Landlord's recovery of damages be limited to the amount of the Security Deposit if Landlord's damages exceed that amount. Landlord reserves the right, in the event there is more than one person as Tenant hereunder, to return the amount of the Security Deposit, less appropriate charges, if any, by either sending one check to one Tenant or dividing the amount equally among all such persons, at Landlord's discretion, unless otherwise specified by written notice signed by all such persons and received by Landlord prior to the termination of this Lease.

5. RENT & PAYMENTS

Tenant agrees to pay Broker in advance periodic Total Monthly Rent commencing on _____ and thereafter on or before the **FIRST** day of each calendar month of the term, at PO Box 102548, Denver, CO 80250, in rent drop box located on Premises (where applicable) or such other place as the Landlord or Broker may designate in writing. Landlord or Broker may, at their option, require at any time that Tenant pay all rent and other sums in certified or cashier's check, money order, via Automatic Clearing House (ACH withdrawal), or one monthly check, rather than multiple checks. However, cash is unacceptable without Landlord's prior written permission. If contract term begins on any day other than the first of the month, the prorated rent for the first month due is _____.

The Total Monthly Rent is calculated as follows:

	Base Rent	Parking Rent	Storage Rent	Utilities (RUBS)	Other:	Total Monthly
Monthly Amount:						

If rent is not paid by the **FIFTH** day of the month a LATE CHARGE equal to \$50 will be charged as additional rent. It is agreed that such late charge represents a fair and reasonable estimate of the costs and damages that Landlord may incur as a result of Tenant's failure, which costs and damages are extremely difficult to ascertain. The late charge shall be in addition to and not a substitute for the legal rate of interest which may be assessed pursuant to any judgment obtained in a court of law for non-payment of rent. In addition, if any payment is returned unpaid by Tenant's bank, whether such payment is for rent, the Security Deposit or any other payment, a reprocessing charge of \$25 will be charged as additional rent in addition to any late charges due. Any late charge or payment reprocessing charge may be collected immediately by Landlord or Broker, or, at their option, may be deducted from Tenant's Security Deposit. In the event Tenant is delinquent or in arrears for past rent due, attorney's fees or costs related to eviction, or other charges owed by Tenant to Landlord, it is specifically understood and agreed that any sums received by Landlord from Tenant shall, regardless of how Tenant may characterize or restrict payment, first be applied to such delinquencies or arrears and the balance, if any, applied to current charges. Furthermore, part payments of rent due or other charges shall not preclude Landlord from proceeding with an eviction action or other remedies under law or this Lease. Tenant agrees to promptly pay the monthly rental installments and all other sums due under this Lease, without notice, demand, abatement, deduction or setoff, and to abide by all other terms, covenants and conditions of this Lease.

6. UTILITIES

The following table indicates which utilities are included in the rental price and which utilities are the responsibility of the Tenant:

	Electricity	Gas	Water/Sewer	Trash/Recycling	Phone	Cable TV	Internet
Landlord	<input type="checkbox"/>						
Tenant	<input type="checkbox"/>						

Upon the delivery of possession of the Leased Premises to Tenant, Tenant shall arrange for the utilities for which Tenant is responsible to be billed directly to Tenant. In the event Tenant exceeds ordinary usage of any utilities to be furnished at Landlord's expense, Landlord reserves the right to charge Tenant appropriate amounts for such extraordinary usage as additional rent. Regardless of the source of such utilities or services, Landlord shall have the right to interrupt any or all of said services at such time as may be necessary by reason of accident, repairs, alterations or improvements desirable or necessary to be made in the Landlord's judgment; or, whenever the Landlord, after exercising reasonable diligence, is unable to furnish any such service by reason of strikes, fire, acts of god, civil disturbances, order of any governmental authority or unavailability of adequate energy sources, or any other reason beyond Landlord's control. Landlord shall not be liable for any claim of damages or injury, proximate or remote, or charge or refund of any kind whatsoever on account of such failure to provide the services hereinabove set forth, nor shall Landlord be liable or deemed to have constructively or actually evicted Tenant as a result thereof. Tenant shall not allow electricity to be disconnected by any means (including nonpayment of bill) until the termination of this Lease Contract. Tenant shall be liable for all utilities until the date Tenant moves out of the Premises or termination of Lease, whichever occurs last. For any utility that Tenant reimburses Landlord for, or for which Landlord bills Tenant, or which is billed by 3rd party biller contracted by Landlord, Landlord may measure, estimate or allocate utility usage among the community's Tenants as Landlord reasonably deems to be appropriate including but not limited to RUBS ("Tenant Utility Billing System"), and Landlord shall have the right, upon 30 days notice to Tenant, to increase the Total Monthly Rent due by an amount reasonably related to any increase in the cost of utilities. If Landlord provides cable TV at the Community, the cable channels provided may be changed during the Lease Term. Tenant hereby acknowledges that upon vacating the

Premises a utility disconnect charge fee *may* be automatically withheld from the Security Deposit paid on the Leased Premises or charged directly to Tenant by utility provider.

7. CONDUCT, RULES & REGULATIONS

Tenant agrees, for him/herself, members of his/her family and guests, to abide by: (A) All applicable laws and police, fire and sanitary regulations of the City, County, State and Federal authorities; (B) If the Leased Premises are in a condominium or a planned unit development, all use and occupancy restrictions and regulations under the declaration or covenants creating or governing the Leased Premises, and the articles of incorporation, bylaws, rules and regulations and other constituent project documents; and (C) The rules and regulations which Landlord may from time to time deem necessary or desirable for the protection of the Leased Premises. **Without limiting the generality of the foregoing, Tenant specifically acknowledges that the smoking, vaporizing, growing, cultivation, production or other use of marijuana (including medical marijuana), or the production or extraction of products derived from marijuana (or medical marijuana), in the Leased Premises is strictly prohibited, regardless of whether Tenant is licensed or permitted to do the same under Colorado state law, as such actions are prohibited by Federal law.** Tenant and all occupants or guests shall not engage in the following prohibited activities: unreasonable disturbances or loud or obnoxious conduct, including unreasonable odors; disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the Premises, including unreasonably hostile communications with the Landlord or the Landlord's representatives, including unreasonable foul language; possessing, selling, or manufacturing illegal drugs or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by Colorado Law; discharging a firearm in the Premises; displaying or possessing a gun, knife, or other weapon; acts prohibited by statute, ordinance or rules and regulations of any government entity or homeowner association; conduct which results in the issuance of a nuisance letter or notification of violation from any governmental agency; soliciting business or contributions; using the Premises for other than Residential use to include operating a business or childcare service; storing anything in closets having gas appliances; tampering with utilities; bringing hazardous materials into the Premises; and using candles. Failure to comply with the terms of this section shall constitute a breach of this Lease, which shall permit Landlord to terminate Tenant's right to possession of the Leased Premises.

The Premises and other areas reserved for Tenant's private use must be kept clean, uncluttered and sanitary. Trash must be disposed of at least weekly in appropriate receptacles. Swimming pools, saunas, hot tubs, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas (where applicable) must be used with care in accordance with the rules and posted signs. Glass containers are prohibited in or near pools and other common areas. Landlord may regulate: (1) the use of patios, balconies, and porches, including the prohibition of the storage or use of barbecue grills and flammable substances; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in the common areas. Tenant shall be liable to Landlord for damage caused by Tenant or any guests, agents, or occupants.

Landlord may exclude guests or others who, in Landlord's judgment, have been violating or about to violate the law, violating or about to violate this Lease Contract or any Rules & Regulations, or disturbing other Tenants, neighbors, visitors, or Landlord representatives. Landlord may also exclude from any common area a person who refuses to show photo identification or refuses to identify himself or herself as a Tenant or as a guest of a specific Tenant in the community. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress. Guests of Tenant shall be considered a licensee for the purposes of 13-21-115, C.R.S. and any subsequent enactments.

Landlord specifically disclaims and Tenant specifically waives any warranty or covenant of quiet enjoyment. Landlord does not represent or warrant the behavior of any third parties, including other Tenants and occupants of the Premises.

8. DELIVERY OF POSSESSION

In the event Landlord is unable to delivery possession of the Leased Premises on the commencement date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom; rather, the Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during the delay; and (2) Tenant's right to terminate as set forth below. If the delay is longer than 10 (ten) days, either party shall have the right to terminate this Lease. The termination notice must be in writing. After termination, Tenant is entitled only to a refund of the deposit(s) and any rent paid. Rent abatement or Lease termination does not apply if delay is for cleaning or repairs that don't prevent Tenant from initially occupying the Premises.

9. NOTICE TO QUIT, RENEW & HOLDOVER

Tenant agrees that at least thirty (30) days prior to the expiration of the initial lease term or any subsequent holdover or renewal term, Tenant shall give **written notice** to Landlord of Tenant's intention to vacate the Leased Premises at the end of the applicable term and shall pay all rent and other charges due through such lease term and vacate on or before said date. If such notice is not timely given, Tenant shall be liable for and agrees to pay Landlord the rent due for the following month if the Premises is not re-rented.

Landlord or Broker is not obligated to give 30-day notice. In the event that Tenant holds over the Premises after the term of the Lease Contract (and/or any subsequent renewal terms), the tenancy shall be deemed a month-to-month residency at an increased monthly rental rate if Landlord or Broker gives written notice to Tenant of such rental rate increase at least 30 days prior to the effective date of the rental rate increase. Regardless of notice given by Landlord, any holdover that results in a month-to-month residency will incur a \$150/month fee on top of the rental rate unless otherwise delineated in written notice from Landlord or Broker.

Landlord or Broker may deliver any notice to Tenant by personal delivery, electronic mail or by posting on the premises. Tenant shall be liable for and pay all month-to-month fees without prior notice or demand from Landlord. Landlord may raise the rent paid by Tenant when Tenant is a month-to-month tenant, upon thirty (30) days' notice to Tenant prior to the 1st day of the previous month for which any rent increase would be effective and Tenant agrees to pay any such increase. 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 this Lease Contract.

All other provisions of the Lease Contract, including the provision requiring Tenant to give at least 30 day notice of Tenant's intention to vacate, shall remain in full force and effect, during any holdover period. **No mid-month termination of lease by Tenant is allowed.** Weekends and holidays shall count towards actual number of days. (Example: notice received on June 3 will not terminate Lease Contract until July 31.) Unless Expiration date explicitly reads November 30th or December 31st of any year, no Lease – even month-to-month, is allowed to expire on these dates. Should a Tenant's Lease Contract be considered month-to-month, Tenant is not permitted to give Notice for a move-out on November 30th or December 31st. **If Tenant gives notice to move out anytime between November 1st and December 31st of any year, such notice shall be honored for a move-out on January 31st at the earliest and Tenant will be required to pay their prescribed monthly rent through January 31st at a minimum.**

Upon receipt of any notice to vacate or notice to quit from Landlord or Broker, Tenant shall vacate on or before date specified in the notice. If without the consent of Landlord or Broker, Tenant continues in possession of the Premises, and fails to vacate or fails to turn in any keys after expiration and termination of Tenant's right to possession, any lease term, extension, and/or renewal; or after any notice to vacate, Tenant shall be wrongfully holding over. For any wrongful holdover period, Tenant shall be deemed to be illegally retaining possession, Tenant and Tenant's property shall be subject to eviction and removal by any means permitted by applicable law, and Tenant shall be liable to Landlord for an amount equal to three times the rental rate in effect immediately prior to the expiration or termination of this Lease for the entire period of any such holdover. Such amount shall be considered liquidated damages for the loss of use of the Leased Premises during such holdover period. No such holding over and no acceptance by Landlord of payments of such liquidated damages shall be construed to extend the Term of this Lease. Further, the above-described liquidated damages are solely for the loss of use of the Leased Premises during the holdover period, and Tenant shall be and remain liable to Landlord for all other harm arising as a result of such holdover, including, but not limited to, attorneys' fees, court costs, and the loss of a new tenant or a prospective purchaser of the Leased Premised, and Landlord may exercise all other rights and remedies available at law, in equity, or by statute or otherwise.

10. RENT INCREASES AND LEASE CONTRACT CHANGES

No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any signed written addendum or by reasonable changes of community association rules. If, at least thirty (30) days before the Lease Contract term or renewal period ends Landlord or Broker gives Tenant written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without the necessity of Tenant's signature) unless Tenant gives Landlord thirty (30) day written move out notice.

11. RIGHT OF RE-ENTRY

Tenant expressly agrees to permit Landlord, Broker, its agents or employees to enter the Leased Premises, including storage areas, if any, at any reasonable time, upon twenty-four (24) hours prior notice, for the purpose of inspection, repair or maintenance of the Leased Premises or to show the Leased Premises to any prospective Tenant, buyer, lender or insurance agent. Notwithstanding the foregoing, entry may be made at any time and without prior notice if Landlord or Broker reasonably believes that an emergency exists or that the Leased Premises have been abandoned.

12. CONDITION OF THE PREMISES AND ALTERATIONS

Within 48 hours after move-in, Tenant shall provide Landlord with a written list of all defects or damage. Except as specified on such a list, the Premises will be considered to be in clean, safe, and good working condition. **Tenant specifically acknowledges that no condition exists in the Premises that makes the Premises materially dangerous or hazardous to Tenant's life, health, or safety.** Subject to the information on the Move-In Move-Out Checklist, unless otherwise prohibited by law, Tenant accepts the Premises in as-is condition, without representation or warranty of any kind, whether express or implied. Tenant shall use customary diligence in maintaining the Premises and common areas.

Unless authorized by Landlord in writing, Tenant shall not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter the Premises or the common areas. No holes or stickers are allowed inside or outside the Premises without Landlord's prior written permission. Landlord may permit a reasonable number of small nail holes for picture hanging in sheetrock walls and grooves of wood-paneled walls; Tenant shall be responsible for the cost associated with repairing any such permitted nail holes. No water furniture, antennas, additional phone or TV-cable outlets, alarms systems, or lock changes, additions, or re-keying is permitted unless consented to by the Landlord in writing. Tenant shall not alter or remove property, including alarm systems, smoke or carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. Landlord shall supply light bulbs for fixtures furnished at Lease Contract inception; after that, Tenant shall replace them at Tenant's expense with bulbs of the same wattage. Tenant's improvements to the Premises (whether or not Landlord consents) become Landlord's unless Landlord agrees otherwise in writing. Should Tenant knowingly, intentionally, deliberately, or negligently destroy, deface, damage, impair, or remove any part of the Leased Premises, exterior/common areas, furnishings or appliances therein provided by Landlord, or knowingly permit any person within Tenant's control to do so, Tenant shall bear the expense of repair of any and all damages resulting therefrom. The expense so incurred shall be considered to be additional rent for the Leased Premises and shall be immediately due from Tenant at the option of Landlord. Landlord may require payment at any time for repairs for which Tenant is liable. Any delay in Landlord demanding sums owed shall not be a waiver.

13. WARRANTY OF HABITABILITY

Landlord has no knowledge of a condition in the Premises that is materially dangerous or hazardous to the Tenant's life, health, or safety. If Landlord receives written notice from Tenant of a condition that is materially dangerous or hazardous to the Tenant's life, health, or safety and if the Landlord is required to cure the condition by Colorado statute, Landlord shall make reasonable repair and shall have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities. In no event is Tenant allowed to offset or withhold rent. Landlord may temporarily or permanently alter, change or remove any common area or amenity during the term of this Lease Contract.

14. REPORTING MALFUNCTIONS

If any appliance or system in, on or about the Leased Premises, including, but not limited to, any range, oven, refrigerator, furnace, heating system, electrical system or plumbing system, fails to operate or otherwise malfunctions, Tenant shall promptly inform Landlord or Broker. Any damages that occur as a result of Tenant's failure to promptly report any such malfunction or that occurs as a result of the continued use of the malfunctioning appliance or system shall be the responsibility of Tenant, and Tenant shall be liable for the same.

15. MAINTENANCE

Landlord shall be responsible for maintenance and repair of the following items in, on or about the Leased Premises, if such maintenance or repair is required due to normal wear and tear: structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, appliances and glass. However, Tenant shall be responsible for all costs associated with maintenance or repair of the foregoing items if Tenant or any person within Tenant's control knowingly, intentionally, deliberately, recklessly or negligently destroys, defaces, damages or impairs such items, including, without limitation, causing the plumbing system to become clogged or backed up other than by reason of ordinary wear and tear of the plumbing system. Tenant shall maintain the Leased Premises in a clean, safe, and sanitary manner, keeping the entire Leased Premises free from trash, rubbish, abandoned vehicles and the like. Tenant shall also be responsible for the following Leased Premises Maintenance, as designated:

	Tenant is Responsible	Landlord is Responsible	Not Applicable
Maintain the yard, keeping weeds pulled, leaves, raked, trees and shrubs trimmed and grass mowed to the satisfaction of Landlord.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Keep the grass, shrubs, trees and flowers watered to the satisfaction of the Landlord. The Leased Premises <input type="checkbox"/> Does <input type="checkbox"/> Does Not have an automatic sprinkler system.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintain the sidewalks, driveway and parking area free and clear from snow and ice.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

In the event that Tenant fails to perform the duties as required above, Landlord and Landlord's agents and employees shall have the right, but shall not be obligated, to enter the Leased Premises and perform such maintenance, and Tenant agrees to and shall bear the expense of any such maintenance. The expense so incurred shall be considered to be additional rent for the leased Premises and shall be immediately due from Tenant at the option of Landlord.

16. TENANT SAFETY AND PROPERTY LOSS

Tenant and all occupants and guests must exercise due care for their own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, dead bolt locks, keyless bolting devices, window latches, and other security devices.

Smoke and Carbon Monoxide Detectors.: Landlord will furnish detectors if required by statute, and provide working batteries when Tenant first takes possession. After that, Tenant shall be responsible for testing such detectors to ensure that they remain in working condition and shall pay for and replace batteries as needed, unless the law provides otherwise. Landlord may replace dead or missing batteries at Tenant's expense, without prior notice to Tenant. Tenant must immediately report detector malfunctions to Landlord. Neither Tenant nor others may disconnect detectors. Tenant will be liable to Landlord and others for any loss or damage from fire, smoke, or water if that condition is contributed to by Tenant disconnecting or failing to replace batteries, or by Tenant not reporting malfunctions.

Casualty Loss. Landlord shall not be liable to any Tenant, guest, or occupant 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, and interruption of utilities, unless that injury or damage is caused by Landlord's gross negligence. Landlord shall have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless instructed otherwise, Tenant shall, 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; and (3) drip hot and cold water faucets. Tenant shall not leave appliances, other than furnaces or air conditioners, or water running unattended. Tenant shall be liable for damage to Landlord's and others' property if damage is caused by broken water pipes due to Tenant's violating these requirements.

Crime or Emergency. Dial 911 or immediately call local fire, police, or EMS authorities in case of fire, smoke, or suspected criminal activity involving imminent harm. Tenant shall then contact Landlord's representative. Tenant shall not treat any of Landlord's security measures as an express or implied warranty of security or as a guarantee against crime or of reduced risk of crime. Any security measure undertaken by Landlord shall be for the benefit of Landlord and for the exclusive purpose of protecting Landlord's property and shall not be relied upon by Tenant. **Landlord shall not be liable to Tenant 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. Landlord shall not be obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. Landlord shall not be responsible for obtaining criminal-history checks on any Tenants, occupants, or guests in the Premises. If Tenant or any occupant or guest is affected by a crime, Tenant shall make a written report for Landlord's representative and for the appropriate local law enforcement agency. Tenant shall also furnish Landlord with the law enforcement agency's incident report number upon request.**

Registered Sex Offender List. No person, including but not limited to Tenant or any occupant, shall register the address of the Premises on any list of registered sex offenders or predators or similar compilation. Landlord does not warrant, represent nor guarantee whether other persons residing in or near the complex appear on any list of sex offenders and shall not be obligated to monitor or disseminate any compilations of registered sex offenders or other criminals.

17. LIMITATION OF LIABILITY; INDEMNIFICATION; INSURANCE

A) Limitation of Liability. Tenant agrees that Landlord and Broker shall not be liable for any personal injury or loss or damage to property which is caused by a failure or malfunction of the sewer or water system, gas or heating system, electrical system, or any other systems within the Leased Premises when such failure or malfunction is the result of acts or omissions beyond the direct control of Landlord or Broker. Further, Landlord or Broker shall not be liable, in the event the Leased Premises are part of a building containing more than one unit, for any personal injury or loss or damage to property that may result from or arise out of any acts or omissions of other Tenants or occupants in the building in which the Leased Premises are located. In the event that Tenant, any member of Tenant's household or any of Tenant's guests has reason to believe that s/he has or may assert any claim against Landlord, any of Landlord's agents or employees, Broker, or any of Broker's agents or employees for personal injury, property damage or loss, or otherwise, s/he shall notify Landlord or Broker in writing within thirty days of the happening of the event(s) giving rise to such claim. The failure to give such notice shall relieve Landlord, Landlord's agents and employees, Broker, and Broker's agents or employees from any and all liabilities for such claims.

B) Indemnification. Tenant will indemnify Landlord and Broker, their agents, and employees against, and hold Landlord and Broker, their agents, and employees harmless from, any and all demands, actions, claims, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, expenses (including, without limitation, reasonable attorneys' fees) or other harm incurred in connection with or arising from: (a) the use or occupancy of the Leased Premises by Tenant or any person claiming under Tenant; (b) any activity, work, or thing done, or permitted or suffered by Tenant in or about the Leased Premises; (c) any acts, omissions, or negligence of Tenant or any person claiming under Tenant, or the contractors, agents, employees, invitees, licensees, family members, guests or visitors of Tenant or any such person; (d) any breach, violation, or nonperformance by Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees, licensees, family members, guests or visitors of Tenant or any such person of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind; or (e) any injury or damage to the person or property of Tenant, Tenant's employees, agents, contractors, invitees, licensees, family members, guests, visitors, or any other person entering upon the Leased Premises under the express or implied invitation of Tenant (except for loss of use of all or any portion of the Leased Premises or Tenant's property located within the Leased Premises which is proximately caused by or results proximately from the negligence of Landlord or Broker). If any action or proceeding is brought against Landlord or Broker, their employees, or agents by reason of any such claim, Tenant, upon notice from Landlord or Broker, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord or Broker.

C) Insurance. Tenant expressly acknowledges that Landlord’s homeowner’s insurance does not cover Tenant’s personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. Renters insurance policies insure Tenant’s personal possessions and provide personal liability protection. **Select one as applicable:**

Tenant **shall** be required to obtain a renters insurance policy with minimum personal liability coverage in amount of \$_____ per occurrence, which names Landlord and Broker as additionally insured parties. Proof of coverage shall be provided to Landlord or Broker prior to taking possession of the Leased Premises and such coverage may not be terminated during the Term of this Lease without notification to Landlord and Broker. In the event that Tenant has not obtained renters insurance prior to taking possession or if Tenant’s policy lapses while possessing the Leased Premises, Broker or Landlord may, in their discretion, terminate the Lease or obtain a renters insurance policy in Tenant’s name, at Tenant’s expense, with the minimum coverage amount specified above.

Tenant **shall not** be required to obtain a renters insurance policy as a condition of occupying the Leased Premises. However, if Tenant chooses not to obtain a renters insurance policy, Tenant acknowledges that Landlord or Broker has advised Tenant to obtain and maintain a renters insurance policy to provide insurance for Tenant’s personal possessions and personal liability.

18. PARKING VEHICLES

Parking is provided for Tenants on a reserved and/or paid basis only. All Tenants and guests without reserved parking must not park on the property. Any Tenant or guest parking in another Tenants’ assigned space will be subject to towing at the owner’s expense. Unless otherwise arranged through a rental agreement or addendum to this Lease, parking is not provided, and therefore is “on-street” only. Tenants are forewarned to the strictness of neighboring lots and their enforcement of their own parking restrictions.

19. REPLACEMENTS AND SUBLETTING

Replacing a Tenant 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 Tenants procure a replacement Tenant acceptable to Landlord before moving out and Landlord expressly consents to the replacement or subletting, then a reletting or administrative fee may be due; and Tenant will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term, unless otherwise noted. If Landlord approves a replacement Tenant, then Landlord may, at Landlord’s option, require that either: (1) the replacement Tenant sign this Lease Contract (or addendum) with or without an increase in the total Security Deposit; or (2) the remaining and replacement Tenants sign a new Lease Contract. Unless Landlord agrees otherwise in writing, Tenant’s Security Deposit will automatically transfer to replacement Tenant as of the date of Landlord approval. The departing Tenant will no longer have a right of occupancy or to a Security Deposit refund. **This sublease provision specifically prohibits Tenant from “hosting” occupants or subletting any portion of the Leased Premises for compensation through short-term occupancy services such as VRBO or Airbnb without Landlord or Broker’s explicit permission.**

20. SURRENDER OF POSSESSION

Tenant further covenants and agrees that upon the expiration of the term of this Lease or upon the earlier termination of the Lease or the termination of Tenant’s right of possession, whether or not this Lease has been terminated, Tenant will at once peacefully surrender and deliver up the whole of the above described premises together with all improvements thereon to the Landlord, its agents and assigns. No payments of money by the Tenant to the Landlord after giving of notice of termination or demand for possession by the Landlord to the Tenant, shall reinstate, continue, or extend the term of this Lease or affect any notice given to the Tenant prior to the payment of such money, it being agreed that after the service of notice or the commencement of a suit or after final judgment granting the Landlord possession of said premises, the Landlord may receive and collect any sums of rent due, or any other sums of money due under the terms of this Lease and the payment of such sums of money, whether as rent or otherwise, shall not waive said notice, or in any manner affect any pending suit or judgment theretofore obtained, unless such waiver shall be reduced to writing and executed by both parties.

21. LEASE APPLICATION

If Tenant has executed an Application for Lease form prior to or concurrently with this Lease, the information, statements and representations given and made by Tenant in such application are hereby incorporated by this reference. The execution of this Lease by Landlord is acknowledged by Tenant to have been induced by the information, statements and representations set forth in such application. If any information, statement or representation contained in such Application is or proves to be false or untrue, it shall be considered a breach of this Lease and shall permit Landlord to terminate Tenant’s right to possession of the Leased Premises.

22. SUBORDINATION

Landlord may encumber the Premises by one or more mortgages, deeds of trusts or leases, hereinafter collectively referred to as “encumbrances.” Any such encumbrances, which are now existing or created in the future, shall be superior to the rights of Tenant herein, and this Lease shall be automatically subordinated to all such encumbrances.

23. ABANDONMENT

In the event Tenant vacates or abandons the Leased Premises prior to the termination of this Lease, Tenant authorizes Landlord and Broker, at Landlord's option, to re-enter and re-rent the Leased Premises for the benefit of Tenant WITHOUT EFFECTING A TERMINATION OF THIS LEASE. All expenses incurred by Landlord in re-renting the Leased Premises, including a charge for Landlord's time expended in such re-renting, shall be borne by Tenant, and any rent received as a result of that renting may be applied to the amounts due to Landlord from Tenant under this Lease. **It is expressly understood and agreed that Tenant's obligation to pay the rent shall continue for the full Term of this Lease, notwithstanding any such re-rental of the Leased Premises.**

24. ABANDONED PROPERTY

In the event that Tenant shall fail to remove any personal property stored in or located upon the Premises upon the expiration or termination of this Lease or upon Tenant's vacation or abandonment or eviction from the Premises, the property will be considered abandoned and Landlord or Broker shall have the right (but not obligation) to dispose of said property and/or possessions unconditionally without liability to the Tenant. Landlord or Broker may presume, at its discretion, that the premises and any personal property remaining therein are abandoned if Tenant is not in residence at premises for more than 14 consecutive days (unless Tenant had delivered written notice to Landlord or Broker that Tenant will not be in residence for more than 14 days and/or Tenant is current in all rent obligations).

25. DAMAGE, DESTRUCTION OR EMINENT DOMAIN

In the event of the destruction of the Premises, or damage thereof by fire or other casualty not the fault of Tenant, which may render premises untenable, Landlord may at its option either: (I) terminate this Lease as of the date of the casualty by notice to Tenant; or (II) repair and restore the Premises within a period of thirty (30) days, in which event the Lease shall not terminate, but rent shall be abated on a per diem basis for the period of time of the Premises are untenable in Landlord's sole discretion.

In the event that the Premises or any substantial part thereof shall be taken by the power of eminent domain or sold by reason of notice thereof, the term of this Lease shall cease and terminate on the date of said taking or conveyance. All damages awarded for such taking or proceeds received shall belong to and be the sole property of the Landlord and Tenant waives any and all right to any portion of any condemnation award. Tenant agrees to vacate the Premises within five (5) days after notice of such event.

26. SALE OF LEASED PREMISES

In the event of a sale or transfer of the Premises and/or substitution of the managing agent thereof, Tenant hereby gives his/her consent to the assignment of this Lease and agrees that the Security Deposit may be transferred to the succeeding owner and/or managing agent whereupon the within-named Landlord and managing agent shall be released from any and all liability for said Security Deposit. Alternatively, Landlord may, in its sole discretion, terminate this Lease by providing Tenant sixty (60) days written notice of such termination; after such sixty (60) day notification period, this Lease shall terminate and both parties shall be released of any ongoing obligations hereunder.

27. DEFAULT OF TENANT

Tenant shall be in default if (1) Tenant fails to pay rent or other amounts provided by this Lease Contract when due; (2) Tenant or any guest, invitee or occupant violates this Lease Contract, community Rules and Regulations, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (3) Tenant abandons the Leased Premises; (4) Tenant gives or gave inaccurate, incomplete and/or false information in a rental application; (5) Tenant or any guest, invitee or occupant is arrested for a criminal offense involving actual, potential or threats of physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in Colorado Law; or (6) any illegal drugs or paraphernalia are found in the Leased Premises. If in default, Landlord may exercise one or more of the following remedies, without limiting any other right or remedy:

(a) Eviction – If Tenant defaults, we may end Tenant's right of occupancy by giving the notices required by Colorado Law and exercising all legal rights. Notice may be by: (1) personal delivery to any Tenant; (2) personal delivery at the Leased Premises to any occupant over 18 years old; or (3) affixing the notice to the Premises's main entry door. Termination of possession rights or subsequent reletting doesn't release Tenant from liability for future rent. After giving notice to vacate or filing an eviction suit, Landlord may still accept rent or other sums due; the filing, or acceptance does not waive or diminish Landlord's right of eviction or any other contractual or statutory right. Accepting money at any time does not waive Landlord's right to damages, past or future rent, or other sums.

(b) Reletting Charge. If Landlord takes possession of the Leased Premises and Tenant failed to give 30-day written move-out notice, Tenant moves out without Landlord's written approval and without paying rent in full for the entire Lease Contract term or renewal period; Tenant moves out at Landlord's demand because of Tenant's default, a judgment for possession is entered against Tenant, or Tenant refuses to take possession of the Premises, resulting in a breach of this Lease Contract, Landlord will charge Tenant **\$500** as a reletting charge, which is neither a Lease Contract cancellation fee nor a buyout fee and does not release Tenant from continued liability for future or past-due rent, cleaning, repairing, repainting, lock changes, or other sums due. Rather, the reletting charge is to reimburse Landlord for Landlord's damages, for, Landlord's time, effort, and expense in finding and processing a replacement Tenant, advertising, showing the Premises, utilities for showing, checking prospects, office overhead, marketing costs, and locator service fees. The reletting charge is an estimate by Tenant and

Landlord of the reasonable and anticipated costs of reletting and is intended to serve as liquidated damages. The reletting charge is due whether or not Landlord's reletting attempts succeed.

(c) Acceleration. All monthly rent for the rest of the Lease Contract term or renewal period shall be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without Landlord's written consent: (1) Tenant moves out, removes property in preparing to move out, or gives oral or written notice (by Tenant or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) Tenant has not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which Landlord need not give Tenant notice. Remaining rent will also be accelerated if a judgment for possession enter against Tenant or Tenant moves out when Landlord demands possession because of a default. Landlord's right to accelerate is in lieu of having rent for the entire term payable when the Lease Contract begins.

(d) Buy Out Fee. Landlord understands that circumstances may arise that require a Tenant to vacate the Leased Premises prior to expiration of the Lease. The Landlord and the Tenant hereby agree that if Tenant desires to buy out of Tenant's Lease prior to the expiration of the term, Tenant shall (1) give at least 30 days written notice of intent to vacate at the end of the following month, (2) shall pay all rent and other sums due through the move-out date stated in the Notice to Vacate, (3) shall pay the reletting charge as set forth in paragraph above labeled Reletting Charge, (4) repay any concessions previously given, and (5) pay a sum equal to 1-1/2 month's rent as a contractual Buy Out fee, and (6) shall vacate and remove all persons and property by the date set forth in the written Notice to Vacate. The Buy Out Fee is liquidated damages for lost rent for the remainder of the lease term, as such sum is difficult to ascertain at the execution of this Lease and the parties both wish to liquidate this amount to reduce risks to all parties. All parties understand that the date of re-rental, whether prior to the end of the 1-1/2 month period or later, shall in no way alter the Buy Out Fee amount and all parties assume the risk that actual lost future rent damages for early move-out may be greater or lesser than such buyout fee. If Tenant fails to comply with the provisions of this paragraph, but moves out early, for whatever reason, Landlord is entitled to all sums including the Buy Out fee and Reletting Fee, or in the alternative, Landlord may seek actual losses, whichever amount is greater.

28. COSTS, FEES & OTHER REMEDIES

In the event of any dispute, arbitration, or litigation between Landlord and Tenant arising out of or in any way related to this Lease, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the non-prevailing party. Landlord may report unpaid amounts and/or other defaults to credit or collection agencies. Upon default, Landlord shall have all other legal remedies, including Lease Contract termination. Late charges are liquidated damages for Landlord's time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded monthly. Tenant shall pay all collection agency fees in addition to the amounts that are due under this Lease Contract. **Tenant and Landlord agree that all litigation between them shall be decided by a judge or magistrate and shall not be tried by a jury. The parties herein waive any right to a jury trial.**

29. LANDLORD'S LIEN

Landlord shall have and is hereby granted a lien upon Tenant's personal property which is on or in the Leased Premises for the amount of any unpaid rent or any other sums due from Tenant under this Lease and for the costs of enforcing the lien, including reasonable attorneys' fees. Such lien may be enforced in the same manner and according to the same procedures as a Colorado statutory landlord's lien.

30. MULTIPLE TENANTS OR OCCUPANTS & NOTICE

Unless otherwise specified by law or in this Lease, all notices required or permitted pursuant to the terms of this Lease shall be in writing and shall be delivered to the other party personally, sent by prepaid postage first-class mail, e-mail, fax or internet. Notice to Tenant may be made by secure, conspicuous posting at the Leased Premises. If this Lease is signed on behalf of Tenant by more than one person, notice given to any one such person shall be deemed notice to all such persons. Landlord may change the address to which future notices are sent by giving written notice of such change. Each Tenant is jointly and severally liable for all Lease Contract obligations. If Tenant or any guest or occupant violates the Lease Contract or rules, all Tenants are considered to have violated the Lease Contract. In eviction suits, any one of multiple Tenants is considered the agent of all other Tenants in the Premises for service of process.

31. RELEASE OF TENANT

Unless Tenant is given written release, Tenant shall not be released from this Lease Contract 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-Tenants, loss of employment or bad health.

32. MOLD DISCLOSURE AND WAIVER

Mold contaminants may exist in the Leased Premises of which Landlord is unaware. These contaminants generally grow in places where there is or may have been excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding; these conditions may be identified with a typical home inspection. Landlord recommends Tenant obtains a home inspection to

better determine the condition of the Leased Premises. Neither the Landlord nor the Landlord's agents are experts in the field of mold contaminants. In the event suspect mold contamination is discovered, it is recommended that Tenant has a mold inspection performed, at sole Tenant's expense. The cost and quality of such inspections may vary.

WAIVER: Tenant(s) agrees to hold Landlord and its agents harmless in the event any mold contaminants are discovered on the Leased Premises. Tenant understands mold is a naturally occurring microbe and that mold should pose no health threat unless concentrated at high levels in the living environment. Landlord agrees that in the event mold like contamination is discovered, this condition will be immediately reported to the Tenant. The only way to determine if mold is present at high levels is through sample collecting and analytical testing.

INITIALS: _____

33. NO SMOKING

Smoking, vaporizing or other use of tobacco products is prohibited anywhere in the Leased Premises. Tenant shall be responsible for ensuring that family members, guests, invitees and any person on the Leased Premises does not smoke or use tobacco products in the Leased Premises. Violation of this clause shall be grounds for immediate termination and eviction. The parties acknowledge that smoking in the Leased Premises will cause irreparable damage to the property and extensive cleaning measures will need to be undertaken to remedy or remediate the presence of smoke or other tobacco residue. The parties desire to liquidate damages in the rent that Tenant or someone in the Leased Premises by or through Tenant smokes in the Leased Premises. Accordingly, the parties agree that if anyone smokes or otherwise uses tobacco in the Leased, Premises, Tenant shall be assessed a charge of \$1000. Such amount is liquidated damages is not a penalty, and represents a reasonable estimate of costs associated with remedying or remediating the existence of smoke or other tobacco residue in the Leased Premises.

34. MOVE-OUT PROCEDURES

Once a move-out date is established by the written notice required of Tenant or Landlord by this Lease Contract, the move-out date cannot be changed unless agreed in writing. Tenant shall not move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in assessment of liquidated damages. Tenant shall give Landlord and the U.S. Postal Service, in writing, each Tenant's forwarding address.

Tenant shall be responsible for paying a cleaning fee upon move-out in the amount of _____. This will be deducted from Security Deposit unless Tenant chooses to pay it in advance. Landlord will arrange for cleaning. If the Premises is found to be excessively dirty, an extra fee may apply. Landlord will inspect premises upon move out, noting any differences beyond normal wear and tear compared to Move-in Condition Form. Upon move out, Tenant shall deliver to Landlord all keys to the Premises, access cards or devices and remotes (collectively "keys") issued by Landlord to Tenant 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. If Tenant fails to turn in keys, Tenant agrees that Tenant shall be liable for rent and any other damages in accordance with this lease through the date Tenant vacated and surrendered the premises as determined by Landlord in Landlord's reasonable judgment or termination of lease, whichever occurs last. Tenant is liable for all rekeying charges if Landlord deems that rekeying is necessary to properly secure the premises.

35. MISCELLANEOUS

- (a) Should any part of this Lease be found to be illegal or in violation of public policy or for any other reason unenforceable by law, such finding shall in no event invalidate the other parts of this Lease.
- (b) This Lease shall be construed and enforced in accordance with the laws of the State of Colorado.
- (c) Tenant acknowledges and agrees that he/she has not relied upon any statements, representations, agreements or warranties except as are expressed herein.
- (d) No amendment or modification of this Lease or any approvals or permissions of the Landlord required hereunder shall be valid or binding unless reduced to writing and executed by Landlord or Broker with the same formality as this Lease.
- (e) The term 'Landlord' as used herein shall include the record owner, management agent/Broker, and any other agent of owner of which Tenant is advised in writing.
- (f) This Lease may be signed in counterparts and electronic signatures shall be considered originals.
- (g) This lease shall be binding upon the parties hereto, their heirs, successors and assigns.

36. ADDITIONAL PROVISIONS

