

# Lease Contract Agreement

1. **Parties** This Lease Contract is between the resident:

<u>&lt;&lt;AdultName1&gt;&gt;</u>	<u>&lt;&lt;AdultName2&gt;&gt;</u>
<u>&lt;&lt;AdultName3&gt;&gt;</u>	<u>&lt;&lt;AdultName4&gt;&gt;</u>
<u>&lt;&lt;AdultName5&gt;&gt;</u>	<u>&lt;&lt;AdultName6&gt;&gt;</u>

(Collectively "Resident"), the owner of the premises, <<MgmtName>>, and its authorized agent, The Ross Management Group (Collectively "Landlord").

Resident agrees to rent Apartment <<UnitAddr2>> at: <<UnitAddr1>> <<UnitCity>>, <<UnitState>> <<UnitZip>> in <<PropCounty>> (the "Premises"), for use as a private residence only, at <<ProjectName>> ("Property").

2. **Occupants** The Premises will be occupied only by Resident and (list all other occupants not signing the Lease Contract): <<MinorName1>> <<MinorName2>> <<MinorName3>> <<MinorName4>> <<MinorName5>> <<MinorName6>> <<MinorName7>> <<MinorName8>> <<MinorName9>> <<MinorName10>> \_\_\_\_\_

No one else may occupy the 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 and the consent to a background check. 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 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. Upon Landlord's demand, Resident shall provide to Landlord any information necessary to establish the residence of any person who appears to be residing at the Premises in Landlord's reasonable judgment. 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.

3. **Contract Term** The initial term of the Lease Contract begins on <<LeaseFromLongMonth>> and ends at midnight on <<LeaseToLongMonth>>. Resident must give written move-out notice as required by Paragraph 8.

4. **Rent Charges** Resident shall pay \$<<RentPlusSub>> per month for rent, payable in advance and without demand at: <<MgmtAddr1>> <<MgmtCity>>, <<MgmtState>> <<MgmtZip>>. **Resident must pay rent on or before the 1st day of each month (due date).** Landlord may, at Landlord's option, require at any time that Resident pay all rent and other sums in certified or cashier's check, money order, or one monthly check, rather than multiple checks. However, **cash is unacceptable without Landlord's prior written permission.**

Prorated rent for the month ending <<LeaseFirstMonthEOM>> is \$<<ProratedRentAndSubsidy>>.

If resident is receiving a Section 8 voucher and the subsidy payment is terminated, the tenant's portion of rent will be changed to the maximum rent limit, minus any utility allowance, for the unit they are in, as indicated in Part VI of the most recent Tenant Income Certification (TIC).

5. **Late Fees and NSF Charges** If Resident doesn't pay all rent on or before the 5th day of the month, Resident shall pay an initial late charge of \$75. An additional late fee of \$75 will be charged if the balance is not paid in full on the 15<sup>th</sup> day of each month.

Resident shall pay a charge of \$25 for each returned check, plus initial and daily late charges from due date until Landlord receives acceptable payment. Re-submission of payment must be in certified funds. In the event that two of Resident's checks are returned during length of residency, Resident will be required to make all future payments via certified funds. **Resident may not withhold or offset rent for any reason.**

## 6. Security Deposit

A. Resident shall deposit with Landlord the sum of \$<<tDeposit>> as security deposit against the breach of any of Resident's covenants and agreements contained herein, including without limitation: damage to the building of which the Premises is a part, common areas and buildings owned by Landlord and surrounding or adjacent to the building which the Premises is a part, furniture, fixtures, appliances, and carpet; abandonment of the Premises; nonpayment of rent, late charges, insufficient check charges, and attorneys' fees.

B. The security deposit or other like amounts received by Landlord from Resident pursuant to this Lease Contract will be held and disbursed subject to the terms of this Lease Contract and law. In the event Landlord appoints his agent, broker, or manager to hold and disburse said funds, Resident hereby consents to such appointment. In the event of a sale of the Premises by Landlord, upon Landlord's compliance with the applicable law, Resident will look solely to the successor owner, or said owner's



agent, broker or manager, as the case may be, for satisfaction of all claims relating to said security deposit, and shall not look to original Owner.

Agent for Owner to Hold Security Deposit at:

Ross Management Group  
2025 York Street  
Denver, Colorado 80205

The Agent for Owner shall hold the security deposit to be held in a Trust account in the name of Landlord. The security deposit may be commingled with other security deposits but shall not be commingled with other funds of the Landlord or Owner. Any and all interest earned on the security deposit shall belong to Owner. The security deposit shall be returned to Resident or provided to Owner in accordance with the terms of the Lease Contract.

Resident understands that the Landlord shall transfer any security deposit placed in Landlord's trust account to a new property manager if managing agent's contract ends. Alternatively, Owner shall transfer the security deposit to a new owner if the apartment community is sold. Additionally, Resident grants to Owner and Landlord the right to transfer the security deposit between Owner and Landlord. In the event of a transfer of the security deposit, as described in this paragraph, Landlord shall provide Resident with timely notice by mail.

**7. Utilities** Resident shall pay for the following items, if checked:

- |                                     |                                      |
|-------------------------------------|--------------------------------------|
| <input type="checkbox"/> Water      | <input type="checkbox"/> Gas         |
| <input type="checkbox"/> Wastewater | <input type="checkbox"/> Electricity |
| <input type="checkbox"/> Cable TV   | <input type="checkbox"/> Trash       |

cable TV will be paid directly to service provider if resident decides to subscribe

cable TV will be paid directly to Landlord if resident decides to subscribe

Resident shall pay for all other utilities, related deposits, connect and disconnect fees, and charges on utility bills delivered to or for the benefit of the Premises or connected in Resident's name or during Resident's tenancy. Resident must not allow utilities to be disconnected – including disconnection for not paying bills – until the Lease Contract term or renewal period ends. Landlord, at Landlord's option, may pay any past due utility bill on behalf of Resident, add the amount paid to the balance due by Resident under this Lease Contract and utilize all remedies available against Resident for nonpayment of amounts due under this Lease Contract, including termination of the right of possession and the accruing of late fees on the amounts advanced. Cable channels that Landlord provides, if any, may be changed during the Lease Contract term. Utilities may be used only for normal household purposes and must not be wasted. If electricity is ever interrupted, use only battery-operated lighting. Landlord does not warrant, represent or guarantee that utility services will be uninterrupted during the term of this Lease Contract. To the extent an interruption of utilities is within the control of Landlord, Landlord shall use reasonable efforts to restore interrupted utility service.

**8. Notice to Quit and Holdover** Resident agrees, at least 30 days prior to the expiration of the term, to give written notice to Landlord of Resident's intention to vacate the Premises at the end of the term of the Lease Contract. If such notice is not timely given, Resident shall be liable for and agrees to pay Landlord the rent due for the following month if the Premises is not re-rented. In the event that Resident holds over the Premises after the term of the Lease Contract, the tenancy shall be deemed a month-to-month residency at an increased monthly rental rate if Landlord gives written notice to Resident of such rental rate increase at least 30 days prior to the effective date of the rental rate increase. All other provisions of the Lease Contract, including the provision requiring Resident to give at least 30-day notice of Resident's intention to vacate, shall remain in full force and effect. Regardless of the number of days in a month, Resident agrees that notices tendered after the first day of any month shall not be effective to terminate this Lease Contract until the last day of the following month (example: notice received on June 3 will not terminate Lease Contract until July 31). Written notice from Resident to Landlord as required by this Lease Contract or by law, shall be given to: <<MgmtAddr1>> <<MgmtCity>>, <<MgmtState>> <<MgmtZip>>.

Landlord agrees to give Resident as least 30 days written notice for non-renewal of the Lease Contract.

**9. Keys** Resident will be provided the following keys:

\_\_\_\_\_ apartment key(s)      \_\_\_\_\_ mailbox key(s)  
\_\_\_\_\_ garage door openers      \_\_\_\_\_ other key(s) for \_\_\_\_\_

**KEYS MUST NOT BE DUPLICATED.** Any Resident or occupant who has permanently moved out according to a remaining Resident's notice is (at Landlord's option) no longer entitled to occupancy or keys.

**10. Eligibility Requirements** Property is operated under Section 42 of the United States Internal Revenue Code, known as the Low Income Housing Tax Credit Program ("Program"). The Resident understands that the Landlord is bound by the requirements of the Program and of other agencies and/or mortgage lenders, as applicable to assure that rental and occupancy of the Property is by persons and families of low or moderate



income. Accordingly, Resident agrees that each person occupying the unit has been income qualified. The annual income must be within the published Program Income Limit Guidelines. Annual income is defined as the gross income the Resident anticipates it will receive in the 12-month period following the effective date of certification of income. The Resident agrees that the family income, family composition and other eligibility requirements are substantial and material obligations of his/her tenancy. The Resident certifies that the information provided to the Landlord on the application and Tenant Income Certification is complete and accurate. The Resident agrees to promptly provide all requested information with respect to income, occupancy, or other requirements and agrees that failure to provide accurate information regarding such requirements (regardless of whether such inaccuracy is intentional or unintentional) or refusal to comply with such request will be deemed a violation of a substantial obligation of tenancy and shall constitute cause for termination thereof. The Resident agrees that this lease may be terminated with a thirty (30) day notice in the event of any such non-compliance by Resident with income, occupancy or other eligibility requirements.

**11. Requirement to Vacate** The Program requires that the Property be leased to "Qualified Households" as defined by Section 42 of the Internal Revenue Code and is intended to provide long-term housing for low-to-moderate income families. At this property, Qualified Households must meet certain income and student status limitations. Households that become comprised entirely of full-time students may not be Program eligible. Students include elementary, middle school, high school, and college undergraduate, graduate and postgraduate. A full-time student is defined as an individual, who during each of 5 calendar months during the calendar year in which the taxable year of the taxpayer begins, is a full-time student at an education organization described in IRC 171(b)(1)(A)(ii). Treasury Regulation 1.151-3(b) further provides that the five calendar months need not be consecutive or nor a full month.

Resident agrees to notify Landlord immediately of any material changes in income, number of persons residing within the Premises or the change in student status of any occupant residing within the Premises. In the event that Resident is no longer a Qualified Household under the Program, Resident shall vacate the Premises upon the earlier of the expiration of their lease or upon thirty (30) days written notice from Landlord of non-qualify status.

If the Premises is also funded under HUD'S HOME Program, should a household member, under age 24, contemplate attending an institution of higher education, the head of household agrees to immediately notify Landlord. It is agreed that; if the student does not meet one of the below noted exceptions, that individual will no longer be eligible to occupy the unit. HUD does not allow "grandfathering" of current tenants.

Housing units funded with HOME funding cannot provide assistance to any individual who:

1. Is enrolled either full or part time at an institution of higher education for the purpose of obtaining a degree, certificate or in a program leading to a recognized educational credential; and
2. Is under age 24; or
3. Is not a veteran of the United States Military; or
4. Is not married; or
5. Does not have dependent children; or

Is not living with his or her parents who are receiving Section 8 rental assistance; and is not individually eligible to receive Section 8 rental assistance and has parents who are not eligible to receive Section 8 rental assistance.

**12. Regulatory Rent Adjustments** Notwithstanding 4 above, the total and monthly rents payable under this lease may be adjusted prospectively at the discretion of the Landlord, on thirty (30) days written notice to Resident, pursuant to rent schedule or adjusted factor changes published in accordance with the Program. No such adjustment shall affect any rents paid retroactive to such adjustment taking effect. Landlord shall maintain a written record of the published rent schedule or adjustment factors, which shall be available for inspection by Resident during normal business hours.

**13. Recertification** At least 120 days prior to the lease anniversary date, the Resident is required to recertify with the Landlord the household income, assets and family composition in order to determine continued Program eligibility. The Resident agrees to submit all required releases and other related information in order for the Landlord to verify income, assets and family composition as required by Program regulations. The Landlord will verify the information supplied by the Resident and use the verified information to re-compute the eligibility of the Resident's income. Failure to comply with recertification requirement shall constitute a material default under the Lease and proper grounds for Landlord to terminate the Lease

**14. Insurance** Landlord does not warrant, represent or guarantee the safety of Resident's personal property. Resident hereby releases Landlord from any and all claims for damage or loss to Resident's personal property and shall indemnify and hold Landlord harmless, including Landlord's attorney fees and costs, from any claims associated with Resident's personal property regardless of by whom such claims are brought, including Resident's insurer. Landlord advises Resident to obtain insurance for losses due to theft, fire, smoke, water damage, and the like. **LANDLORD'S INSURANCE POLICIES PROVIDE NO COVERAGE FOR RESIDENT'S PROPERTY, INCLUDING RESIDENT'S AUTOMOBILE.**

**15. Delay of Initial Occupancy** If initial occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, Landlord shall not be liable to Resident for the delay. The Lease Contract 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 30 days, Resident shall have the right to terminate this Lease Contract. The termination notice must be in writing. After termination, Resident is entitled only to a refund of the deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent Resident from initially occupying the Premises.

**16. Copies and Attachments** This Lease Contract has been executed in multiple copies – one for Resident and one or more for Landlord. By signing the Lease Contract, Resident acknowledges the receipt of a copy of the Lease Contract and all its attachments. Resident should retain a copy of the Lease Contract and all attachments.

**17. Reimbursement for Repairs** Resident shall promptly reimburse Landlord for all loss, damage, or cost of repairs or service in the Premises or to the exterior of the Premises regardless of the cause or by whom damaged, except for damage caused by the Landlord or which is the result of ordinary wear and tear. Landlord may require payment at any time, including advance payment of repairs for which Resident is liable. Any delay in Landlord demanding sums owed shall not be a waiver.

**18. Disclosure Rights** Landlord may disclose the identities and addresses of Resident and all occupants to any requesting law enforcement or other governmental agency, including the U.S. Census Bureau. Landlord shall not be obligated to disclose any information to any other third-party. At Landlord's option, Landlord may disclose information regarding rental history if requested or authorized by Resident in writing.

**19. Community Policies** Resident and all guests and occupants must comply with this Lease Contract, written apartment rules and community policies, including instructions for care of the property. Landlord's rules are a part of this Lease Contract. Landlord may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the apartment community.

**20. Conduct** The Premises and other areas reserved for Resident'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 must be used with care in accordance with apartment 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 common areas. Resident shall be liable to Landlord for damage caused by Resident 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 apartment rules, or disturbing other residents, 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 resident or as a guest of a specific resident 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 Resident shall be considered a licensee for the purposes of 13-21-115, C.R.S. and any subsequent enactments.

**LANDLORD SPECIFICALLY DISCLAIMS AND RESIDENT SPECIFICALLY WAIVES ANY WARRANTY OR COVENANT OF QUIET ENJOYMENT. LANDLORD DOES NOT REPRESENT OR WARRANT THE BEHAVIOR OF ANY THIRD PARTIES, INCLUDING OTHER RESIDENTS AND OCCUPANTS OF THE APARTMENT COMMUNITY.**

Resident 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 apartment community, 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 apartment community; displaying or possessing an illegal gun, illegal knife, or other illegal 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 apartment community; having or using glass containers in the pool area; and using candles or kerosene lamps.

**21. 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. Landlord may have vehicles parked in violation of the Lease Contract, rules or posted signs towed off the premises by the Landlord or hired towing company at the vehicle owner's expense, with or without prior notice. A vehicle is prohibited in the apartment community and may be immediately towed, without prior notification of any kind, 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 resident(s) or unit(s).



A vehicle is prohibited in the apartment community and may be towed after posting a 24-hour notice in a conspicuous place on the vehicle indicating the Landlord's intent to tow said vehicle, if the vehicle: (1) is abandoned, unlicensed, derelict, inoperable; (2) has flat tires or other conditions rendering it inoperable; (3) has an expired license or inspection sticker; (4) takes up more than one parking space; (5) belongs to a Resident or occupant who has surrendered or abandoned the Premises; or (6) is the type of vehicle prohibited below, and Resident has failed to obtain Landlord's prior written consent. In the event the Landlord is fined or incurs any cost associated with Resident's or any occupants' or guests' vehicles, Resident shall immediately reimburse Landlord for such amounts.

Resident further agrees not to store and/or park any trailer, camper, boat, or any other similar recreational item or vehicle in the apartment community without the written consent of the Landlord. Resident agrees not to store and/or park any commercial or public vehicle in the apartment community under any conditions. Resident further agrees not to make any repairs of the aforementioned motor vehicle and/or recreational items in the apartment community without the written consent of the Landlord.

**22. Release of Resident** Unless Resident is given a written release; Resident 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-residents, loss of employment or bad health.

**23. Resident Safety and Property Loss** Resident 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 lock, 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 Resident first takes possession. After that, Resident shall pay for and replace batteries as needed, unless the law provides otherwise. Landlord may replace dead or missing batteries at Resident's expense, without prior notice to Resident. Resident must immediately report detector malfunctions to Landlord. Neither Resident nor others may disconnect detectors. Resident will be liable to Landlord and others for any loss or damage from fire, smoke, or water if that condition is contributed to by Resident disconnecting, failing to replace batteries, or by Resident not reporting malfunctions.

**Casualty Loss.** Landlord shall not be liable to any Resident, 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 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, Resident 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. Resident shall not leave appliances, other than furnaces or air conditioners, or water running unattended. Resident shall be liable for damage to Landlord's and others' property if damage is caused by broken water pipes due to Resident'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. Resident shall then contact Landlord's representative. Resident 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 Resident. **Landlord shall not be liable to Resident 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 Residents, occupants, or guests in the apartment community. If Resident or any occupant or guest is affected by a crime, Resident shall make a written report for Landlord's representative and for the appropriate local law-enforcement agency. Resident 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 Resident 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.

**24. Condition of the Premises and Alterations** Within 48 hours after move-in, Resident 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. Resident specifically acknowledges that no condition exists in the Premises that make the Premises materially dangerous or hazardous to Resident's life, health, or safety. Subject to the information on the Move-In Move-Out Checklist, unless otherwise prohibited by law, Resident accepts the Premises in as-is condition, without representation or warranty of any kind, whether express or implied. Resident shall use customary diligence in maintaining the Premises and common areas. Resident shall keep the Premises free from mold and shall immediately report the presence of mold or sources of moisture to Landlord. Unless authorized by Landlord in writing, Resident 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. Landlord may permit a reasonable number of small nail holes for picture hanging in sheetrock walls and grooves of wood-paneled walls. No water furniture, antennas, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or re-keying is permitted unless consented to by the Landlord in writing. Resident 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, Resident shall replace them at Resident's expense with bulbs of the same wattage. Resident's improvements to the Premises (whether or not Landlord consents) become Landlord's unless Landlord agrees otherwise in writing.

**25. Requests, Repairs and Malfunctions** ALL NOTICES AND REQUESTS FOR REPAIRS, INSTALLATIONS, OR SERVICES, OR SECURITY RELATED MATTERS MUST BE DIRECTED TO THE MANAGEMENT OFFICE OF THE LANDLORD'S DESIGNATED REPRESENTATIVE (except in emergencies involving immediate danger to person or property, such as fire, gas, smoke, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Landlord's complying with or responding to any oral request does not waive the strict requirement for written notices under this Lease Contract. 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. 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 similar cause, Resident shall notify Landlord's representative immediately. If air conditioning or other equipment malfunctions, Resident shall notify Landlord's representative as soon as possible on a business day. Landlord shall act with customary diligence to make repairs and reconnections, 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 Contract within a reasonable time by giving Resident written notice. If the Lease Contract is so terminated, Landlord shall refund prorated rent and all deposits, less deductions.

**26. Pets** No pets are allowed (even temporarily) anywhere in the Premises or apartment community unless Landlord has so authorized in writing. If Landlord allows a pet, Landlord may require Resident to sign a separate pet agreement. Pet prohibitions apply to all mammals, reptiles, birds, fish, rodents, and insects. Resident must not feed stray animals including birds and squirrels. A pet deposit is considered a general security deposit and Landlord may apply it to any amount due under the Lease Contract. If a pet has been in the Premises at any time during the term of occupancy (with or without Landlord's consent), Landlord may charge Resident for defleaing, deodorizing, or shampooing to protect future residents from possible health hazards.

**27. When Landlord May Enter** If Resident or any guest or occupant is present, then Resident shall allow *repairers, servicers, or Landlord's representatives* to peacefully enter the Premises at reasonable times for the purposes listed in (2) below. If nobody is in the Premises, then repairers, servicers, or Landlord's representatives may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means if locks have been changed in violation of this Lease Contract) if:

1. Written notice of the entry is left in a conspicuous place in the Premises immediately after the entry; **and**
2. Entry is for: any reasonable business purpose including, responding to Resident's request; repairs; estimating repair or refurbishing costs; pest control; preventative maintenance; filter changes; testing or replacing detector batteries; retrieving tools or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; stopping excessive noise or other disturbances; removing health or safety hazards (including hazardous materials); retrieving property owned or leased by former residents; inspections; entry by a law-enforcement officer with or without a search or arrest 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.

**28. Multiple Residents or Occupants** Each Resident is jointly and severally liable for all Lease Contract obligations. If Resident or any guest or occupant violates the Lease Contract or rules, all Residents are considered to have violated the Lease Contract. Landlord's requests and notices (including sale notices) to any Resident constitute notice to all Residents and occupants. Notices and requests from any Resident or occupant (including notices of Lease Contract termination, repair requests, and entry permissions) constitute notice from all Residents. In eviction suits, any one of multiple Residents is considered the agent of all other Residents in the Premises for service of process. Security deposit refunds may be by one check jointly payable to all Residents; the check and any deduction itemizations may be mailed to any one Resident only.

**29. Replacements and Subletting** Subletting is not allowed. This includes, but is not limited to, listing your apartment on Air BNB or similar room sharing websites.

Replacing a Resident is allowed only when Landlord consents in writing, which consent may be withheld in Landlord's sole and absolute discretion.



**Credits.** Landlord shall credit all subsequent rent that Landlord actually receives from replacement or subsequent residents against Residents liability for past-due and future rent. If Resident moves out early, Landlord shall exercise customary diligence to relet.

**Procedures.** If Landlord approves a replacement resident, then Landlord may, at Landlord's option, require that either the replacement resident sign this Lease Contract with or without an increase in the total security deposit. Unless Landlord agrees otherwise in writing, Resident's security deposit will automatically transfer to the replacement resident as of the date of Landlord approval. The departing Resident will no longer have a right of occupancy or to a security deposit refund, but will remain liable for the rest of the original Lease Contract term unless agreed otherwise in writing.

**30. Warrant of Habitability** Landlord has no knowledge of a condition in the Premises that is materially dangerous or hazardous to the Resident's life, health, or safety. If Landlord receives written notice from Resident of a condition that is materially dangerous or hazardous to the Resident'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 Resident 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.

**31. Default of Resident** Resident shall be in default if: (1) Resident fails to pay rent or other amounts provided by this Lease Contract when due; (2) Resident or any guest, invitee or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (3) Resident abandons the Premises; (4) Resident gives or gave incorrect or false information in a rental application; (5) Resident or any occupant is arrested for a criminal 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 in Colorado Law; or (6) any illegal drugs or paraphernalia are found in the Premises. If in default, Landlord may exercise one or more of the following remedies, without limiting any other right or remedy:

**Eviction.** If Resident defaults, Landlord may end Resident'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 Resident; (2) personal delivery at the Premises to any occupant over 18 years old; or (3) affixing the notice to the Premises main entry door. Termination of possession rights or subsequent reletting doesn't release Resident 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 doesn't waive or diminish Landlord's right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive Landlord's right to damages, past or future rent, or other sums.

**Reletting Charge.** If Landlord takes possession of the Premises because Resident fails to give 30-day written move-out notice; Resident moves out without Landlord's written approval and without paying rent in full for the entire Lease Contract term or renewal period; Resident moves out at Landlord's demand because of Resident's default; a judgment for possession is entered against Resident; or Resident refuses to take possession of the Premises, resulting in a breach of this Lease Contract, Landlord will charge Resident \$300 as a reletting charge, which is neither a Lease Contract cancellation fee nor a buyout fee and does not release Resident 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 resident, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator service fees. The reletting charge is an estimate by Resident 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.

**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) Resident moves out, removes property in preparing to move out, or gives oral or written notice (by Resident or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) Resident has not paid all rent for the entire Lease Contract 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 a judgment for possession enters against Resident or Resident 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.

**Attorney Fees and Other Remedies.** Landlord may report unpaid amounts 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. Resident shall pay all collection agency fees in addition to the amounts that are due under this Lease Contract. Landlord and resident agree that the prevailing party is awarded attorney fees. In the event that Landlord employs an attorney to communicate with Resident or because of a breach of the Lease Contract by Resident, Resident shall promptly reimburse Landlord for Landlord's attorney fees. In the event of litigation between Landlord and Resident, the prevailing party shall be awarded attorney fees.



**32. Interpreting this Lease Contract** Neither Landlord nor any of Landlord's representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement. Landlord's representatives (including management personnel, employees and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Landlord or Landlord's representatives unless in writing. All notices and documents shall be in English or, at Landlord's option, in any language that Resident reads or speaks. No action or omission of Landlord's representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Landlord not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Exercising one remedy shall not constitute an election or waiver of other remedies. All remedies are cumulative. No employee, agent, or Management Company is personally liable for any of Landlord's contractual, statutory, or other obligations merely by virtue of acting on Landlord's behalf. Neither an invalid clause nor the omission of initials invalidates this Lease Contract. All provisions regarding Landlord's non-liability and non-duty apply to Landlord's employees, agents, and management companies. This Lease Contract is subordinate to existing and future recorded mortgages. All Lease Contract obligations must be performed in the county where the Premises is located. Resident shall not record this Lease Contract.

**33. Paying Sums Due** Payment of all sums is an independent covenant. At Landlord's option and without notice, Landlord may apply money received first to 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 day of each month without demand) are due upon Landlord's demand. After the due date and any cure period provided by state law, Landlord does not have to accept the rent or any other payments.

**34. Move-Out Procedures** Once a move-out date is established by the written notice required of Resident or Landlord by this Lease Contract, the move-out date can't be changed unless agreed in writing. Resident 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 acceleration of future rent and reletting charges. Resident won't stay beyond the date Resident is supposed to move out. Resident shall give Landlord and the U.S. Postal Service, in writing, each Resident's forwarding address.

**35. Cleaning** Resident shall thoroughly clean the Premises, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, and storage rooms at the time of move-out. Resident shall follow Landlord's move-out cleaning instructions. If Resident does not clean adequately, Resident shall be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc.

**36. Move-Out Inspection** Resident and Landlord may meet for a move-out inspection. Landlord's representative has no authority to bind or limit Landlord regarding deductions for repairs, damages, or charges. Any statements or estimates by Landlord or Landlord's representative are subject to Landlord's correction, modification, or disapproval before final refunding or accounting.

**37. Other Charges** Resident shall at all times be liable for the following charges, if applicable: unpaid rent; unpaid utilities and utility disconnect fees; un-reimbursed service charges; damages or repairs (beyond reasonable wear and tear); replacement cost of property that was in or attached to the Premises and is missing; replacing dead or missing detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove telephone or TV cable services or rental items; trips to open the Premises when Resident or any guest or occupant is missing a key; key duplicates; unreturned keys; missing or burned-out light bulbs; stickers, scratches, burns, stains, or unapproved holes; removing or rekeying unauthorized security devices or alarm systems; reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security alarm charges unless due to Landlord's negligence; government fees or fines against Landlord for Resident's violation of the Lease Contract or law; late-payment and returned-check charges; and other sums due.

**38. Deposit Return; Surrender; Abandonment** Resident agrees that if Resident abandons or surrenders the Premises and leaves behind personal property, Landlord shall have the right, but not the obligation, 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 Resident against Landlord or Landlord's representatives. Resident shall indemnify and hold harmless Landlord and Landlord's agents and representative against any claim or cost for any damages or expense with regard to the removal, disposal and/or storage of the property. Within sixty (60) days after surrender and acceptance of the Premises Landlord shall provide Resident, at Resident's last known address, with 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) therewith. The security deposit shall be returned to Resident only after each and all of the following conditions have been met or the corresponding charges have been applied:

1. There are no unpaid charges, damages, or rentals due by Resident hereunder.
2. 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 Resident moved in, except for ordinary wear and tear. If Resident fails to clean thoroughly and/or in accordance with the written Move-Out Policy, reasonable charges to complete such cleaning shall be deducted.



- After inspection by Landlord, appropriate charges will be deducted for any unpaid damages or repairs to the Premises or its contents (beyond reasonable wear); insufficient light bulbs; stickers, scratches, burns or holes, etc., on the walls, doors, floors, draperies, carpets and/or furniture, etc.

Resident acknowledges and agrees that in no event shall said security deposit be applied for any rent or charge due hereunder without the Landlord's prior written approval.

**39. Satellite Dish** Resident may, in some limited circumstances, be allowed to install a satellite reception dish, subject to the following limitations and restrictions: Only one dish or other reception device may be installed. The dish shall be no larger than 1 meter in diameter. The dish may be installed only within the Premises. The Premises includes private balconies, balcony railings, terraces, patios, yards and gardens. However, the Premises does not include any outside walls, roofs, window sills or common balconies, railings, patios, yards or other common areas in the community. No part of the dish may extend beyond the outside balcony rail or patio line. Resident shall remain fully and solely liable and responsible for the safety of the satellite dish and for any damage caused to persons or property associated with the satellite dish. Resident hereby indemnifies and shall hold Landlord harmless from any and all claims based on damage to or injury by the dish. Any Resident who installs a satellite dish must maintain a renter's property insurance policy, which includes general liability coverage. No dish may be installed in a fashion, which will damage the Premises beyond ordinary wear and tear. No holes may be drilled in exterior surfaces, including walls, roofs, glass, balcony floors or railings. Any hook-up between interior and exterior equipment must be accomplished with flat cable capable of fitting below a door jam or by means of a device that allows the signal to pass through the exterior wall, door or glass without wiring. Interior holes must be fully repaired and painted to the exact match of the existing wall when Resident vacates the Premises.

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

Landlord:

Landlord Signature \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_