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## RESIDENTIAL LEASE AGREEMENT

**THIS LEASE** made is by and between , , , (referred to hereinafter as 'Tenants') and: (referred to hereinafter as 'Landlord'). Landlord's address is . Tenant's address is , , , .

FOR VALUABLE CONSIDERATION received, Landlord and Tenant agree as follows:

### LEASE OF PREMISES

#### 1. LEASE OF PREMISES

Landlord owns and has the authority to lease the following described property to Tenant: , , , (the 'Premises').

The Leased Premises is commonly known by street and number as: . Landlord leases unto Tenant the Premises for the Term stated in Section 2. Tenant accepts and leases the Premises from Landlord and agrees to perform each and all of the terms and conditions of the Lease to be performed by Tenant. The Premises includes the interior living space of the residential structure, and may include the following amenities below:

#### Amenities

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Installation and use of additional or alternative appliances by Tenant is prohibited without prior written consent of Landlord with exception to the Washer and Dryer. Landlord may deny, delay and condition in its sole and absolute discretion any such request. Household members under the age of 18 who will reside in the Premises in addition to the named Tenant(s) include ONLY the following named individual(s): .

## **2. TERM, TERMINATION, AND HOLDOVER**

**2.1** The term of this Lease begins at 12:00 noon on the , and ends at 12:00 noon on the , subject to possible earlier termination as provided for in this Lease. The Lease will terminate at the end of the Term without notice.

**2.2** In the event possession is not delivered within 5 days following the date the term of this Lease is to commence, either party may terminate this Lease prior to delivery of possession to Tenant by giving a written notice of such termination to the other party.

**2.3** Tenant shall provide Landlord with **(60) sixty days** written notice via the tenant portal "Give Notice" button, prior to the expiration of this Lease of Tenant's intent not to renew the Lease or to remain in the Premises. **Notice for the purpose of non-renewal of lease and to vacate the property must be given before the end of the rental month. Any notice given after the 1<sup>st</sup> of the month will not be effective until the following month on the 1<sup>st</sup> day of that month.** Tenant agrees at the expiration of this Lease to peacefully surrender and deliver the Premises to Landlord. In the event Tenant retains possession of the Premises beyond the expiration of the Term and continues to pay Rent, and if Landlord accepts such rent without any express written agreement as to such holding over, Tenant shall be a holdover tenant. Holdover tenants are subject to a two month, automatically renewing lease term and shall be subject to all the terms and conditions set forth in this Lease. In the event of a holdover tenancy, this Lease may then be terminated by either party giving proper written notice as stated prior to the end of the rental month, and Landlord may, at Landlord's option, increase the rent for any such holdover period without notice and upon expiration of this lease. The increase in rent may be up to \$150 or 20% of the rental amount, whichever is greater.

**2.4** Nothing contained herein shall be construed as requiring Landlord to accept any rent tendered by Tenant after the expiration of the Term or to permit Tenant to holdover.

**2.5** If Tenant desires to vacate before the end of the Term, Tenant will be held liable to Landlord for Rent for the remainder of the Term and responsible for all expenses incurred by Landlord for seeking a replacement Tenant, including a **\$500.00** administrative fee and actual advertising expenses.

### 3. SECURITY DEPOSIT

**3.1** Concurrently with the execution of this Lease, Tenant will give Landlord a Security Deposit, which Landlord shall retain as security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this Lease. The Security Deposit may be placed in an interest-bearing account and any interest that accrues shall be the sole property of the Landlord. The Security Deposit, if and to the extent not applied toward the payment of damages or costs, including attorney's fees suffered or incurred by Landlord as a result of Tenant's breach of the terms hereof, or otherwise not applied as permitted herein, shall be returned to Tenant upon surrender and acceptance of the Premises. Landlord shall not be required to apply Tenant's Security Deposit to any charges or damages for Tenant's failure to perform the terms, covenants and conditions of this Lease, but may do so at Landlord's option. In such event, Tenant shall, upon written demand from Landlord, deposit with Landlord an amount sufficient to restore the Security Deposit to its original amount. Landlord's right to possession of the Premises for non-payment of Rent or for any other reason shall not be affected by reason of the fact that Landlord holds Tenant's Security Deposit. Holding or applying the Security Deposit shall not limit Landlord's right to exercise all remedies under this Lease and/or provide 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, to only one named Tenant. Landlord shall disburse the security deposit to Tenant or provide Tenant with an accounting of funds withheld by Landlord for damages or monies owed within **(60) sixty days** from the date Landlord takes possession of the Premises or the date of termination of this Lease, whichever is later. After Tenant vacates the leased premises, a final cleaning of the leased premises, furnishing and appliances, including, but not limited to, a **professional shampoo or steam cleaning of carpets**, which must be evidenced by a receipt from the service company. If the work performed is not to Landlord's satisfaction, Landlord will contract with a vendor of choice, if determined by Landlord, in Landlord's sole discretion, to be necessary to restore the leased premises to their pre-leased condition. It is expressly understood, acknowledged and agreed that the cost of such final cleaning shall be deducted from Tenant's Security Deposit as shown on **Move Out Restoration Cost Schedule**. Landlord will charge a fee to re-key the leased premises. There shall be a charge per light bulb for each light bulb missing or in need of replacement.

### 4. RENT

**4.1** This amount, shall be due . The remainder shall be payable in monthly installments of each, due in advance on the **First** day of each calendar month throughout the lease term. **Rent shall be paid only via online payments using the tenant portal** unless authorization is granted by Landlord in writing. Cash or Check Rent payments will not be accepted in the instance of in person payment, and must be made in **Cashiers Check or Money Order forms. There will be a \$30 administrative fee for each payment made this way.** Rent shall not be deemed paid until payment is actually received by Landlord. Tenant agrees to promptly pay the monthly rental installments and all other sums due under this Lease, without notice, demand, abatement, deduction or setoff. In the event there is more than one person as

Tenant hereunder, each person shall be jointly and severally liable for payment of the full amount of the Rent.

**4.2** If Rent is not paid by 5pm on the **1st day Rent is due**, a **LATE CHARGE OF \$75.00** will be charged as additional rent. **If Tenant's failure to pay rent results in Landlord posting a Demand for Compliance, Tenant will be charged for the cost of preparing and posting notice (\$125.00)**. In addition to this charge, if Rent is not paid by the third day, a late fee of **\$35.00** per day will begin to accrue. The parties agree that such late charges represent a fair and reasonable estimate of the costs and damages that the Landlord may incur as a result of Tenant's failure to pay, which are extremely difficult to ascertain. The late charge shall be in addition to and not a substitute for interest in the amount of 1.5% per month which may be assessed pursuant to any judgment obtained in a court of law for non-payment of rent. The late charge shall not be in derogation of any other right that Landlord may assert, and acceptance of said late charge shall not act as a waiver of any other right or remedy available to Landlord.

**4.3** In addition, if any check is returned unpaid by Tenant's bank, whether such check is for Rent, the Security Deposit or any other payment, a reprocessing charge of **\$100.00** will be charged as additional rent in addition to any late charges due. In the event more than one of Tenant's checks is returned unpaid by Tenant's bank, Tenant shall make all subsequent monthly payments in money order or certified funds. Any late charge or check reprocessing charge may be collected immediately by Landlord, or, at Landlord's option, may be deducted from Tenant's Security Deposit in accordance with section 3.

## **5. UTILITIES**

Tenant agrees to pay for the following utilities or services: **ALL**. **Prior to** the delivery of possession of the Premises to Tenant, except as provided below, Tenant shall arrange for such utilities or services to be provided and to be billed directly to Tenant. If Tenant fails to transfer the utilities or services to Tenant's name **within the three business days after the effective date of the lease**, the Landlord may transfer the utilities or services to Tenant's name and charge Tenant a **\$50.00 service fee**. Landlord agrees to furnish, at Landlord's expense: **No Utilities**. Landlord shall not be liable for damages for failure to furnish any utilities or services when the cause of such failure is beyond Landlord's control or outside Landlord's responsibility hereunder, and, notwithstanding the foregoing, 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. The charges for all utilities or services for which Tenant is responsible shall be deemed additional rent, whether paid or payable to landlord or directly to the person or entity providing such utility or service. **LANDLORD WILL KEEP THE , IN LANDLORDS NAME, HOWEVER TENANT WILL BE RESPONSIBLE FOR PAYING THE FULL COST OF THESE UTILITIES IN ADDITION TO THE MONTHLY LEASE PAYMENTS. A MINIMUM PAYMENT OF PER MONTH WILL BE DUE ON THE FIRST OF EACH MONTH IN ADDITION TO THE MONTHLY LEASE PAYMENT AND ADJUSTMENTS WILL BE MADE BASED ON ACTUAL COSTS. TENANT MUST ARRANGE FOR GAS AND ELECTRIC SERVICES TO BE PLACED IN THEIR NAME TO BE EFFECTIVE ON .**

**PROOF MUST BE OBTAINED AND PROVIDED TO LANDLORD PRIOR TO OCCUPYING THE PREMISES.**

**6. PUBLIC ASSISTANCE**

Tenant agrees that if Tenant is receiving public assistance at the time of execution of this Lease, Tenant will notify the Landlord as soon as Tenant becomes aware that such assistance will be terminated. The parties further agree that Tenant's termination of public assistance shall be cause for termination of the Lease, and to cure this Lease violation, Tenant must re-apply to rent the Premises. If Tenant does not qualify to rent the Premises without public assistance, Tenant agrees that Tenant shall immediately become a month-to-month Tenant.

**7. REDUCTION IN TENANT'S INCOME**

Tenant shall immediately report any reduction in Tenant's income to Landlord during the tenancy. To cure this Lease violation, Tenant must re-apply to rent the Premises. If Tenant does not qualify to rent the Premises with Tenant's income change, Tenant agrees that Tenant shall immediately become a month-to-month Tenant.

**8. USE AND OCCUPANCY**

Unless otherwise agreed in writing, Tenant shall use the Premises for residential purposes only. Only the Tenant and Household Members listed above shall reside in the Premises, and Tenant shall not permit guests to occupy the Premises more than **15 days per month** consecutively, or non consecutively nor more than **30 days per lease period**, without the prior written consent of Landlord. Tenant understands and agrees that the foregoing limitations on the use and occupancy of the Premises are a material inducement for the granting of this Lease by Landlord to Tenant. The Landlord may, from time to time, and in the manner provided by law adopt further or amend written rules concerning the tenant's use and occupancy of the Premises.

**9. RULES AND REGULATIONS**

Tenant agrees to abide by **ALL** applicable laws and regulations of the City, County, State and Federal authorities and, if the Premises is in a condominium or planned unit development, all use and occupancy restrictions and regulations under the declaration or covenants creating or governing the project, and the articles of incorporation, bylaws, rules and regulations and other constituent projects documents, and Tenant acknowledges and agrees that the failure to do so

shall constitute a breach of this Lease. Violation of any of these Rules and Regulations may result in immediate eviction proceedings.

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The following Rules and regulations are specific to this Lease and are intended to help secure the comfort and safety of Tenant, Household Members, and the neighbors.

### ***9.1 ALTERATIONS:***

Tenant shall not make any alterations to the Premises, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers, painting, papering, adding or changing door locks or other items without the advance written consent of Landlord, which consent may be withheld in the sole discretion of Landlord. It is understood that notwithstanding such consent, all alterations including items affixed to the Premises shall become the property of Landlord upon termination of the Lease.

### ***9.2 ANTENNAS:***

Any antenna or satellite dish placed on or attached on the roof or exterior walls of the building without consent of the Landlord in writing is liable to removal without notice.

### ***9.3 BALCONIES/PATIOS:***

Private balconies and patios are not intended for storage. Patio furniture and BBQ Grills are the only items that may be placed or stored on the balcony or patio. Other personal items, including but not limited to, boxes and general clutter, must be stored elsewhere or disposed of properly.

### ***9.4 CLEANING AND DAMAGE DEPOSIT:***

Please see **Move Out Restoration Cost Schedule** for a list of charges that may be deducted from security deposit if the Premises is not returned clean, including appliances and carpet. Other necessary repair, painting, or damage charges may be deducted from deposit. If Landlord must perform painting, carpet cleaning, or other cleaning within the initial Term, Tenant will be responsible for any costs incurred.

### ***9.5 COMBUSTIBLE AND PROHIBITED SUBSTANCES:***

Neither Tenant nor any of Tenant's agents, employees, licensees or visitors shall at any time bring into or keep upon the demised premises any flammable, combustible or explosive fluid, material, chemical or substance.

### ***9.6 COURTESY:***

Profane, obscene, loud or boisterous language, or unseemly behavior and conduct are absolutely prohibited. Tenant agrees to not permit to be done, anything that will annoy, harass, embarrass, or inconvenience any other residents, neighbors or occupants in adjoining or neighboring premises.

### ***9.7 CRIMINAL ACTIVITY AND DRUG-FREE HOUSING:***

None of Tenant, any of Tenant's household members or guests, or any other person under Tenant's control, shall engage in or facilitate: (a) any criminal activity that threatens the health, safety, or right to peaceful enjoyment other residents, household members and guests of the apartment facility (if applicable) or neighboring properties, or by Landlord's employees; (b) any drug-related criminal activity on or near the premises; or (c) harassment or physical or verbal abuse of any employee of Landlord, other Tenant, or neighbor. 'Drug-related criminal activity' means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance as defined in Section 102 of the United States Controlled Substances Act (21 U.S.C. 802) ('CSA'). Marijuana is classified as a Schedule 1 controlled substance pursuant to the CSA, and the transport, manufacture, distribution, or sale of marijuana is prohibited on the Property. Any use, cultivation, or possession of marijuana must be in accordance with state laws and regulations. Cultivation of any kind is prohibited within the residence. Any behavior of the type described in this subsection 6.3 will be cause for immediate termination of this Lease.

### ***9.8 DISTURBANCES:***

At all times during the Term, Tenants, Household Members, and their guests shall conduct themselves, and require other persons on the Premises with their consent to conduct themselves, in a manner that does not unreasonably disturb neighbors or constitute a breach of the peace. Tenant shall not make or permit any disturbing noises to be made on the Premises (including, but not limited to musical instruments or audio-visual equipment) by Tenant, Household Members, or Tenant's family, guests, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the other residents.

### **9.9 EXTERIOR:**

For safety purposes, nothing shall be placed or kept on the outer sill or on the outside of any window, and nothing shall be thrown out of any window, door or from any porch into any attached court, yard, sidewalk, or alley. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the Premises, without prior written consent of the Landlord. No linens, clothing, curtains, rugs or mops shall be shaken or hung from any of the windows or doors. No garbage, trash or junk (definition of will be at the sole discretion of the landlord) is allowed to be stored on the Premises at any time. If Landlord determines that clean up is necessary, it will be done immediately without notice and Tenant will be responsible for all costs associated with the clean up.

### **9.10 GARBAGE:**

No garbage or other refuse shall be stored or allowed to accumulate on the Premises for more than 5 days. No garbage shall be thrown out of windows, doors or from any other part of the property. **It is a requirement of this lease for tenant(s) to obtain trash removal service, from the agency of your choosing if not already provided by a municipality.** All garbage and refuse shall be disposed of weekly in receptacles designed and intended for trash and garbage disposal and will be provided by Tenant or the trash collection agency. No garbage, trash or junk (definition of will be at the sole discretion of Landlord) is allowed to be stored on the Premises at any time. If Landlord determines that clean up is necessary, it will be done immediately without notice and the tenant will be responsible for all costs associated with the clean up.

### **9.11 HEATING & COOLING:**

Only persons employed by the Landlord or his agents shall repair and maintain the heating and or cooling unit on the Premises. Tenant shall not install or use any electrical or other type of space heater without the express prior written consent of Landlord. Tenant shall not use cooking appliances to heat the Premises. Landlord provides routine heating and cooling checks. Landlord reserves the right to access, during normal business hours to conduct routine, preventative maintenance on heating and cooling equipment. Tenant shall be responsible for the start up and shut down cost of evaporative coolers and replacement of cooler pads. The Landlord will hire the start up and shut down to be performed by a professional and tenant will pay for the service. **The base cost for this is a minimum of \$50.00. Tenant shall be responsible for routinely replacing the filter in forced air heating and cooling systems per manufacturer recommendations or at a minimum of every 30 days during the winter and summer months at the Tenants expense. If the forced air system is found to have damage or need repair because of failure to replace filters regularly tenant will be responsible for cost.**

### ***9.12 KEYS:***

Keys shall be provided upon payment of the first's months' rent and security deposits and shall be deemed a part of this agreement. The tenant shall not change, reproduce or add any keys and/or locks without the express prior written permission of the Landlord. In the event written permission is given, the tenant shall provide the Landlord with 4 copies of every key for the premises. If the tenant loses the keys to the property, then he/she shall be responsible to pay a fee in addition to the cost of replacement or locksmith charges to reproduce keys and/or change locks. It is the tenant's responsibility to obtain receipt for the number of keys returned.

### ***9.13 LIGHT BULBS:***

Before occupancy of the rental property, all light bulbs will be installed and in good working order. Thereafter, tenants are required to provide and change all bulbs within, or switch controlled from their premises, no matter where located, at their own expense.

### ***9.14 LOCKOUT:***

In the event that a tenant locks themselves out of their premises, they may obtain a key from the property owner at a time convenient to the Landlord. The tenant must pay for any damage to the property as a result of a lockout.

### ***9.15 VEHICLES:***

All vehicles, trailers, or any other apparatus designed for the road on the premises are required to be fully operational. This includes being licensed and registered as well as being road legal. Any vehicle, trailer, or other apparatus found to not meet this standard will be considered a violation of this lease and will be subject to towing. Tenant will be responsible for all costs of towing and storage as well as a **\$75 administration fee**.

Any vehicles or apparatus designed for off road or any other use that is not allowable by law to be used on public roads such as four wheelers, dirt bikes, off road buggies, race cars, etc. will not be permitted without written consent from Landlord. Any of these vehicles or apparatus found to be on the premise without written consent will be considered a violation of the lease and will be towed at the same expense previously stated.

**See Section 17 for Parking**

### ***9.16 LANDSCAPING/LAWN CARE:***

Tenant shall maintain in good repair and in good, clean, safe and lawful condition, the leased premises. Tenant is responsible for all lawn maintenance including, but not limited to, watering, weekly cutting, edging, trimming, fertilizing, and insect control to ensure that the lawn, trees, and shrubs are maintained. Tenant shall keep weeds pulled, leaves raked, trees and shrubs trimmed. Tenant is responsible for regularly cleaning up and disposing of any pet excrement on the property daily. All maintenance will be completed to the satisfaction of Landlord. If Tenant neglects proper yard maintenance, Landlord reserves the right to secure services of a professional lawn maintenance company, which will be hired to maintain Premises at Tenant's expense. Tenant further agrees to maintain the sidewalks, driveways and parking area, if any, free and clear from snow and ice, and to keep the entire leased premises free of trash, rubbish, abandoned vehicles and the like. In the event that Tenant fails to maintain the yard or to clear snow and ice as required above, Landlord and Landlord's appointed vendor 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 so incurred which shall be considered additional rent for the leased premises and shall be immediately due from Tenant at the option of Landlord. The Landlord shall perform, or hire the performance of, the winterization of the irrigation/sprinkler system including irrigation pumps and backflow preventer. In addition, Landlord will hire the certification of backflow prevention devices. These costs will be billed to the Tenant and will be the Tenants responsibility to pay within the allotted time period.

#### ***9.17 MOLD OBLIGATIONS:***

**TENANTS OBLIGATIONS REGARDING MOLD:** Tenant shall keep the premises; particularly the kitchen, bathroom(s) carpets and floors clean through regular vacuuming, moping, and use of household cleaners on hard surfaces. Tenants shall immediately and consistently remove all visible moisture from all surfaces in the premises. Tenant shall periodically inspect all sinks, bathtubs, toilets, and shower enclosures, refrigerators, dishwashers, water heaters, washing machines, and air conditioners and the connections, discharge lines and the areas surrounding each, to ascertain whether there are any water leaks, or signs of water leaks. Tenant shall immediately inform Landlord in writing of any water leaks or signs of water leaks as well as any missing grout or caulk in tiled areas. Tenant shall reasonably prevent and shall immediately clean and dry all plant watering overflows, beverage spills, cooking spills, pet urination, and overflows of fixtures and appliances. Tenant shall ensure that all shower doors and curtains are utilized to prevent water from escaping any tub or shower enclosure. Tenant shall not allow damp clothes and towels to accumulate and shall consistently hang towels on towel bars to allow them to dry. Tenants shall keep all windows and doors closed during adverse weather and when the premise is unattended. In the event of visible accumulation of mold on hard surfaces, Tenant shall immediately clean the accumulated and surrounding area with soap or detergent and allow the area to dry. Within 24 hours of the initial cleaning, tenant shall apply a spray on type of biocide (such as Lysol disinfectant or pine sol disinfectant) in accordance with the products instructions and labeling. Tenant shall place and store Tenants personal property to prevent it from becoming wet or damaged in the event of water leakage, backup or flooding.

**LANDLORDS OBLIGATION REGARDING MOLD:** Upon receiving written notification by Tenant, Landlord shall within a reasonable time, repair water leaks in premises, provided such

leaks are not caused by the misuse, use, or neglect of Tenant, or any occupants, guests or invites of Tenant, or by any violation of the Lease by Tenant, or any occupants, guests or invitees of Tenant. Upon written notification by Tenant, Landlord shall within a reasonable time, clean or apply biocides to visible mold on porous surfaces such as sheetrock walls and ceilings, provided such visible mold has not been caused by the Tenant, or any occupants, guests, or invites of tenant or by any violation of the lease by tenant or any occupants, guests, or invites of tenant. **REMEDIES:** Landlord does not warrant or represent that the premises shall be free of mold. A breach of the mold obligations outlined herein by Tenant, or any occupants, guests, or invitees of tenant shall be a material violation of the lease allowing Landlord to recover possession of the premises, following Demand for Possession or Compliance in accordance with state law, and all other rights and remedies contained in the Lease. In the event of a breach by Landlord, Tenant's sole and exclusive remedy shall be to immediately vacate the apartment and Tenant's obligations to continue to pay lease payments shall terminate on the date Tenant delivers possession of the premises to the Landlord. Landlord shall in no event be liable for consequential damages such as damages to Tenant's personal property or claims of adverse health conditions associated with exposure to mold. **WARRANTIES, INDEMNIFICATIONS AND RELEASES:** Tenant hereby indemnifies and shall hold Landlord harmless from all claims or causes of action, arising (in whole or in part) from Tenant's breach of the obligations contained in this Mold Addendum. Tenant hereby releases Landlord from any and all claims of Tenant or Occupant for the presence of mold in the premises, other than claims based on breach of the mold obligations outlined herein by Landlord and further releases Landlord from any and all claims of consequential damages to Tenant's personal property or claims of adverse health conditions associated with exposure to mold.

#### ***9.18 PETS:***

Birds, dogs, cats, reptiles, or other pets will not be permitted in, upon or about the property without the express prior written consent of the Landlord and a signed **Pet Addendum**. Consent, if given, shall be revocable by the Landlord at any time.

#### ***9.19 PLUMBING:***

The toilets, washbasin, sink, disposal and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed. No sweeping, rubbish, rags or other substances shall be thrown therein. The cost to repair damages or clean drain lines resulting from the misuse of fixtures in these premises shall be borne by the Tenant. The Tenant shall keep the sink, lavatory drains and commode lines in good operating condition. Do not flush feminine sanitary napkins or tampons down the toilet. Tenant shall not leave water hoses hooked to exterior faucets during freezing temperatures. This may cause the faucet to freeze which can cause leaks or damage to the faucet or water lines. If damage occurs, it shall be the responsibility of Tenant to pay for repairs and all related damage caused by the leak including the additional water usage.

### ***9.20 REPAIRS:***

Tenant agrees to notify Landlord immediately in writing **via the tenant portal** of any necessary repairs or unsafe condition of any kind within the rental property or common areas. Emergency repairs; tenant agrees to notify the Landlord immediately by phone call and follow up in writing **via the tenant portal** of any emergency repairs regarding this property. **A number for maintenance emergencies is available and will be given to all tenants in the "New Tenant Handbook". A maintenance emergency for our purposes will be defined as any situation that would cause harm to a person or the property. Examples would be actively leaking water, no heat, exposed or dangerous electrical situations, gas leaks, etc. This also includes any situation that has involved law enforcement.**

### ***9.21 SMOKE FREE:***

The Premises is a non-smoking property. Tenant, all of Tenant's household members and guests, and all other persons under Tenant's control, shall not smoke or permit smoking anywhere inside the Premises, in any building on the Property, or anywhere else on the Property except for smoking areas designated by Landlord. The term 'smoking' is defined as inhaling, exhaling, breathing, burning, carrying, or possessing any lighted cigar, cigarette, pipe, or other product or similarly lighted product in any manner or in any form.

### ***9.22 WATERBEDS, FISH TANKS, AND OTHER LARGE LIQUID CONTAINERS:***

Water beds or fish tanks or other liquid containers over 10 gallons in capacity shall not be allowed in the premises without the express prior written consent of the Landlord. If consent is provided, Tenant shall be fully responsible for any water damage that may occur to the premises

## **10. 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 representation set forth in such application. If any information, statement or representation contained in such application is or proves to be false or untrue, such event shall be considered a breach of this Lease and shall permit Landlord to terminate Tenant's right to possession of the leased premises pursuant to Section **18.1 (f)** hereof.

## 11. ENTRY BY LANDLORD

Landlord's representatives may enter the Premises upon reasonable prior notice (or without notice in case of emergency) for the purposes of: (a) inspecting the condition of the Premises; (b) verifying Tenant's compliance with provisions of this Lease; (c) making such repairs, alterations, improvements, or additions as may be required by any law, ordinance, code, order or regulation; (d) performing any obligation, exercising any right, or protecting any interest of Landlord under any provision of this Lease or any insurance policy in effect as to the Premises; or (e) for any other reasonable purpose. **Reasonable prior notice shall be deemed to have been given if: (a) a written statement specifying the purpose of Landlord's entry is delivered to the Premises, Left verbally with the tenant or as a voice message on the phone number provided to the Landlord by the tenant or in a text message at the same referenced phone number, message via the tenant portal, or an email at least twenty-four hours before such entry;** or (b) Tenant has given advance written or verbal permission to Landlord's representative(s) to enter at a particular time; or (c) Tenant has requested that work be done in the Premises. If Tenant and all household members are absent at the time of entry, Landlord's representative(s) will leave in the Premises a written statement of the date, time and purpose of entry before leaving the Premises if previous notification was not given or no verbal or electronic communications have occurred.

## 12. ASSIGNMENT AND SUBLEASING

Tenant shall not, and promises and agrees not to, transfer or assign this Lease, or sublet any portion of the Premises, without the prior written consent of Landlord in each instance, which consent Landlord may withhold in its sole and absolute discretion. Any accepted assignment is conditioned on Tenant's payment of an additional rental fee of **\$500.00** to offset the administrative costs of documenting the sublease or assignment. Further, no such consent shall be given or required to be given unless Tenant and assignee or sub-lessee agree in writing that their liability under this Lease shall be joint and several and unless the assignee or sub-lessee agrees in writing: (a) that the leased premises and all furnishings and appliances in the leased premises will be returned to Landlord in the same condition as at the commencement of this Lease, normal wear and tear excepted; and (b) that certain charges may have already been applied to the Security Deposit prior to the termination of this Lease. **IT IS EXPRESSLY UNDERSTOOD AND AGREED BY TENANT, HOWEVER, THAT HIS/HER OBLIGATION TO PERFORM ALL THE TERMS COVENANTS AND CONDITIONS OF THIS LEASE SHALL CONTINUE FOR THE FULL TERM OF THIS LEASE, NOTWITHSTANDING LANDLORD'S CONSENT TO ANY SUBLEASE OR ASSIGNMENT.**

## 13. CONDITIONS OF LEASED PREMISES

Tenant acknowledges that he/she has examined the Premises prior to taking possession, knows the condition of the leased premises, and accepts the leased premises in their present condition as

indicated on the **Electronic Evaluation form** incorporated to this lease herein by this reference. Tenant also acknowledges that he/she has examined all furnishings and appliances in the leased premises, and agrees that, **EXCEPT AS NOTED ON THE ELECTRONIC EVALUATION REFERRED TO ABOVE**, all furnishings and appliances are in good condition or repair. **In the event the tenant fails to complete an electronic evaluation form, the tenant agrees that the premises and all appliances and furnishings are in good operating condition without exception.** Tenant agrees to return the leased premises, furnishings and appliances to Landlord upon the termination of this Lease in their present condition, normal wear and tear excepted. Tenant acknowledges that tenant leases the leased premises AS IS and WITH ALL FAULTS, and that Landlord has not agreed to undertake any maintenance, alterations or repairs or to construct any improvements to the leased premises, nor has Landlord made any representation or warranty, expressed or implied, as to the condition of the leased premises or the fitness or suitability of the leased premises for any particular use or purpose. LANDLORD HEREBY DISCLAIMS, AND TENANT HEREBY WAIVES, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER WITH RESPECT TO THE LEASED PREMISES, INCLUDING BUT NOT LIMITED TO THOSE OF CONDITION, TENANTABILITY, HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND COMPLIANCE WITH ANY APPLICABLE LAWS, CODES OR REGULATIONS.

#### **14. SMOKE DETECTOR / CARBON MONOXIDE DETECTOR**

Tenant acknowledges that as of this date , the unit is equipped with one or more smoke detector(s) AND carbon monoxide detector(s) (where applicable): that the Tenant has inspected the smoke detector(s) and carbon monoxide detector(s): also, that Tenant finds them to be in good working order. **Tenant agrees that it is his/her duty to regularly test the smoke detector(s) and Carbon monoxide detector(s) and agrees to notify Landlord immediately in writing via a service request in the tenant portal of any problem, defect, malfunction or failure of the smoke detector(s) or carbon monoxide detector(s).** Within seven (7) days of receipt of such written notice of the Landlord, Landlord shall repair or replace the smoke detector(s) or carbon monoxide detector(s) assuming the availability of labor and materials. Tenant agrees to allow the Landlord to inspect and test the detector(s) every (12) twelve months. Tenant agrees to notify the Landlord if at any time the existing battery becomes unserviceable. Landlord will pay for a replacement battery however tenant is responsible for replacing immediately on becoming aware that it is not serviceable. Tenant agrees to reimburse Landlord for the cost of a new smoke or carbon monoxide detector and installation thereof in the event the existing smoke or carbon monoxide detector(s) become damaged, or disarmed, or if the top has been removed requiring replacement. Cost of replacement will be for materials and labor.

#### **15. EMERGENCY REPAIR**

The Landlord may stop service of plumbing, heating or electrical system, because of an accident, emergency, repairs, or changes until the work is completed. If unable to supply any service because of labor trouble, lack of fuel supply or other cause not controlled by Landlord, the Landlord is excused from supplying that service. Service will resume when the Landlord is able to supply it. Tenant agrees that Landlord shall not be liable for any personal injury or loss or damage which is caused by a failure or malfunction of the sewer or water system, gas or heating system, or electrical system when such failure or malfunction is the result of acts or omissions beyond the direct control of the Landlord, nor shall Landlord 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, or their guests or pets, when such acts or omissions are beyond the direct control of Landlord. Tenant expressly acknowledges that Landlord'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, and further acknowledges that Landlord has required Tenant to obtain and maintain Tenant's own renter's insurance policy to insure Tenant's personal possessions or personal liability.

## **16. DAMAGE OR DESTRUCTION**

If the leased premises are so injured or damaged by fire or other cause or casualty as to render them uninhabitable, then either Landlord or Tenant may terminate this Lease as of the date such injury or damage occurred, by written notice given to the other party within fourteen (14) days after the occurrence of such injury or damage, or, in Landlord's case, within fourteen (14) days after Landlord receives notice of the injury or damage; provided, however, that if such injury or damage is caused directly or indirectly by any act, omission, abuse or negligence of Tenant or any person claiming under Tenant, or the family members, guests, visitors, invitees, licensees, agents, employees or contractors of Tenant or any such person, then only Landlord shall have such right to terminate this Lease. In addition, in the event the building of which the leased premises are a part of are so injured or damaged by fire or other cause or casualty, even though the leased premises may not be effected, then the Landlord shall decide within a reasonable period of time not to rebuild, then this Lease shall be terminated as of the date such injury or damage occurred. Upon any such termination, rent shall be prorated as of the date such injury or damage occurred or of the date of last possession by tenant, whichever is later, and the parties shall be relieved of further obligations hereunder; provided however, that nothing contained herein nor any termination pursuant hereto shall release or be construed to release Tenant from liability for any injury or damage to the leased premises or the building of which the leased premises are a part, directly caused by any act, omission, abuse or negligence of Tenant or any person claiming under Tenant, or the family members, guests, visitors, invitees, licensees, agents, employees or contractors of tenant or any such person. If this Lease is not terminated as provided above following any such injury or damage to the leased premises rendering the leased premises untenable, except any such injury or damage caused directly or indirectly by Tenant or any person claiming under Tenant, or the family members, guests, visitors, invitees, licensees, agents, employees or contractors of Tenant or any such person, then Landlord shall proceed with reasonable diligence to repair such injury or damage and there shall be an appropriate abatement

of rent, based on the extent to which the injury or damage interferes with tenant's use of the leased premises, until the leased premises have been so repaired. The Tenant is responsible for replacement and installation cost of any broken window regardless of cause, during the lease term. The window must be replaced with that of equal quality.

## **17. PARKING**

The leased premises shall include the following parking areas: .The use of such areas shall be governed by such rules and regulations as may be issued from time to time by Landlord and such use shall be at Tenant's sole risk and with the express understanding and agreement that Landlord shall not be liable for personal injury or property damage or loss suffered or incurred therein or thereon. Owner may also designate specific areas for handicapped parking. Parking of boats, trailers, and recreational or over sized vehicles is not permitted at on the Property at any time. Tenant agrees that Owner has the right to tow away at the vehicle owner's expense, without notice to Tenant, any prohibited vehicles, inoperable vehicles, unlicensed vehicles, vehicles parked in a space assigned to another, and vehicles parked in a fire lane, no-parking area, tow-away zone, or otherwise impeding traffic. Tenant agrees to notify the Owner of any illegal or unauthorized vehicle(s). Motorcycles and motor bikes are not permitted at any time on sidewalks, in landscaped areas, in any building or anywhere other than the paved driveway areas of the Property intended for vehicular traffic. Vehicle repairs will not be undertaken anywhere on the Property. Additional parking regulations and rules regarding bikes and scooters may be posted on the Property, and, if so, Tenant agrees to follow the posted rules and regulations.

Parking outside of legal and/or the specified parking areas stated in this section will be considered a violation of this lease, and the vehicle or apparatus will be subject to towing. Tenant will be responsible for all costs of towing and storage as well as a **\$75 administration fee.**

## **18. DEFAULT AND REMEDIES**

**18.1** Tenant shall be in default under this Lease upon the occurrence of any of the following (a 'Default'):

- (a) Tenant's failure to pay without notice or demand any of the Rent required by the provisions of this Lease after such payment shall become due and payable;
- (b) Failure by Tenant or any of Tenant's household members or guests to perform when due, or violation of, any of the other terms, covenants, or conditions of this Lease and its attached addenda to be performed by Tenant;
- (c) Shut off or discontinuance of gas or electrical service to the Premises because of nonpayment or another fault of Tenant or any member of Tenant's household or any guest of any of them;

(d) Failure to promptly notify Landlord of any needed maintenance or repair of the Premises which results in damage to the Premises or other real or personal property of Landlord;

(e) Harassment of any maintenance or other employee of Landlord;

(f) Any false or materially misleading statement or omission is contained in any application or certification related to this Lease;

(g) Abandonment of the Premises, where 'abandonment' means failure of Tenant to:

(i) live in and physically occupy the Premises, except for reasonable absences not to exceed 60 days for vacations, hospitalizations or rehabilitation,

(ii) notify Landlord whenever the Premises will be unoccupied for a period of longer than 14 days, or

(iii) the absence of Tenant and all of Tenant's personal property from the Premises for at least seven consecutive days;

Any personal property left on the premises by Tenant in the case of the abandonment will be disposed of by Landlord at the expense of the Tenant. No notice will be given and all items will be removed from the premises to allow for re renting of the premises.

(h) Tenant's failure to report income reduction or public assistance termination to Landlord;

(i) Tenant fails to perform (or violates any term or condition of) any other agreement, document, or instrument between Landlord and Tenant;

(j) 'Substantial violation' of this Lease under CRS 13-40-107.5 or any amendment of it or any successor or similar statute by Tenant or any of Tenant's household members or guests;

(k) Any action by Tenant or Tenant's household member or guest that causes a smoke alarm, indoor sprinkling system, carbon monoxide detector, or any other appliance or component of the Unit to be disabled or destroyed including, but not limited to, removing and/or failing to replace any battery of the smoke alarm(s) and/or carbon monoxide detector(s); or

(l) Any action by Tenant or Tenant's household member or guest that causes the Premises to no longer meet the definition of 'decent, safe and sanitary'; this includes, but is not limited to, improper storage or disposal of food or trash, or failure to meet reasonable housekeeping standards.

**18.2** Except as provided in Section 18.3, upon any Default, Landlord shall have the remedies stated below (which are cumulative and non-exclusive and may be exercised together, separately and in any order) if Tenant fails to correct any Default within three (3) days after Landlord has

given Tenant written notice of such Default (which notice period shall be part of and not in addition to any other notice period that may be required by applicable law), Landlord may, at Landlord's option:

- (a) Declare that this Lease is fully and finally terminated without further action by, or notice to, any person or entity;
- (b) Elect to treat this Lease remaining in full force and effect, retake possession of and re-lease the Premises for such rentals and upon such other terms and conditions as Landlord deems appropriate (in which case Landlord is authorized to make any reasonable repairs necessary to re-let the Premises at Tenant's expense, and Tenant shall be liable for a re-renting fee **of \$500.00 and the balance of Rent due during the remainder of the Term** pursuant to the terms of this Lease; and/or
- (c) Exercise any other remedy available to Landlord under applicable law.

**18.3** Despite anything to the contrary stated elsewhere in this Lease, Tenant shall have no right to cure and Landlord, at its option, may terminate this Lease by Notice to Quit to Tenant with respect to any Default:

- (a) Under 18.1, (e), (f), (g), or (j); and
- (b) Under any other subsection of Section 18.1, except for subsection 18.1(a), if Tenant has previously been served with the notice described in Section 21.1 requiring compliance with that same condition or covenant.

**18.4** If Landlord fails to perform any covenant required to be performed by Landlord under the terms of this Lease for more than 10 days after written notice is given by the Tenant to the Landlord, Tenant may pay any sums reasonably necessary to cure such default or terminate this Lease by written notice to Landlord given any time before such default is cured by Landlord. Any amount so paid by Tenant may be deducted from subsequent Rent payments to be paid by Tenant under the terms of this Lease, but only if Tenant itemizes such expenses in writing and attaches paid receipts or invoices to any claim for such offset, which shall also be in writing and signed by Tenant.

## **19. 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 **via the**

**tenant portal** to the other party, or, if tenant refuses to accept through the tenant portal, securely and conspicuously posted, as follows:

If to Tenant: To or at the address of the lease premises, or Tenant's last known address

If to Landlord(s):

**P.O. Box 1765**

**Grand Junction, CO 81502**

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 shall be sent by giving written notice of such change.

## **20. ATTORNEY'S FEES AND COLLECTION COSTS**

**20.1** In the event of any arbitration or litigation between Landlord and Tenant arising out of or in any way related to this Lease, the substantially prevailing party shall be entitled to recover its costs and reasonable attorney's fees from the losing party.

**20.2** If after termination Tenant owes a balance to Landlord in excess of Tenant's security deposit, and Tenant fails to pay Landlord this balance within fifteen (15) days after receiving Landlord's security deposit transmittal letter, Tenant's past due account will be assessed a 40% penalty

## **21. MISCELLANEOUS**

If any provision of this Lease shall be declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect. Landlord has the right to waive any one or more breaches of this Lease, and any such waiver shall not be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this Lease. This Lease shall be subordinate to all existing and future mortgages and deeds of trust upon or affecting the leased premises or the property upon which the leased premises are located. The Landlord shall have such rights and remedies as are contained in this Lease, and such rights and remedies shall be cumulative and shall not be exclusive of any other rights or remedies available at law or in equity

or by statute or otherwise. Any grammatical changes shall be implied whenever necessary to change gender and number of the parties to this Lease so that the wording in the Lease shall reflect the accurate fact. This Lease contains the entire agreement of the parties and may not be altered or amended except by written agreement signed by both parties. This Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns. If this Lease is signed on behalf of Tenant by more than one person, then the liability of the person so signing shall be joint and several.

## **22. TERMINATION UPON SALE OF PREMISES**

Notwithstanding any other provision of this Lease, Landlord may terminate this Lease upon 30 days written notice to Tenant that the premises have been sold.

## **23. ACKNOWLEDGEMENT**

By signing this Lease, Tenant expressly acknowledges that Tenant has thoroughly read and fully understands this Lease, and that Tenant has received a true and correct photocopy of this Lease from Landlord.

## **24. INSURANCE BY TENANT**

Prior to occupancy and effective date of , tenant must obtain renters insurance with a minimum liability coverage of **three hundred thousand (\$300,000.00)**. Landlord must be named as an additional insured on the policy and this policy must be kept in full force and effect during this lease and any subsequent extension of this lease. Tenant acknowledges and agrees that the failure to do so shall constitute a breach of this lease. The effective date of the policy must be concurrent with the effective date of this lease, and proof must be provided to Landlord before occupancy.

## **25. ASBESTOS**

Any home built before 1977 may have asbestos products used. Asbestos only presents a health risk when fibers become airborne and are inhaled. The possible products that may contain asbestos would be roofing shingles, drywall, textured pain, ceiling and floor tiles, and insulation around heating ducts and furnaces. The use of Asbestos as a building material was banned in 1977, and products used to update or renovate since 1977 do not contain asbestos. As disturbing any of these aforementioned areas would be a violation of the lease regardless, Tenants should not be presented with any health risks due to the possible presence of Asbestos. If there is

confirmed Asbestos in your unit, it will be listed below. If there are concerns or questions about the possibility of Asbestos, please contact Landlord in writing immediately.

**Confirmed areas of Asbestos in your unit:**

## **26. ADDITIONAL PROVISIONS**

IN WITNESS WHEREOF, this Lease has been executed on

TENANT(S)

LANDLORD / MANAGER FOR COMPANY

**# of Keys received by Tenant**

**# of garage door openers received by Tenant**

<b>Amount Paid</b>	<b>Date to be Paid</b>	
<b>Security Deposit</b>	<b>Date to be Paid</b>	