

## RENTAL AGREEMENT

### Fixed Term Agreement (Lease)

This agreement, dated xx/xx/xxxx is by and between:  
KEVCO Real Estate, Investments & Property Management  
"Manager/Owner"  
And  
TE/NANT/  
"Tenants"



For rental of the Premises known as: 1234 Sample St, Fort Collins, CO 80521

TERM – Manager/Owner agrees to lease to Tenant and Tenant agrees to lease from Manager/Owner, subject to all terms and conditions stated in this Lease, the Premises for a fixed term of 12 months beginning, 08/01/2012 and ending 07/28/2013. Tenant may gain access to the Premises at 6:00 p.m. on the first day of this Lease and must vacate by 12:00 noon on the last day of this Lease at which time the Premises must be vacant, cleaned and ready for inspection.

RENT – Tenant agrees to rent this Premises for the sum of \$1250.00 per month, payable in advance. First month's rent is \$1200.00 due at Lease signing or the commencement date of this Lease. The total amount of rent due over the term of this Lease is \$15,000.00.

DISCOUNT – In order to encourage Tenant to pay their rent promptly, Manager/Owner will give Tenant a discount of \$50.00 when the rent is paid on or before the rent due date.

RENT DUE DATE; RENT LATE DATE – The due date for the rent under this Lease is the first day of every calendar month by 5:00 p.m. Rents received on the second or third day of the month by 5:00 p.m. are not considered late, but will not receive the \$50.00 discount. If the rent due or delinquent date falls on a Sunday or holiday and the office is closed, it is the Tenant's responsibility to make sure rents are still paid on time. Rents received after 5:00 p.m. the third day of the month will be considered late and will be assessed a \$50.00 late fee.

In other words:

Rent if paid by 5:00 p.m. on the first day of month - \$1200.00

Rent if paid on the second day of the month or by 5:00 p.m. on third day of the month - \$1250.00

Rent paid after 5:00 p.m. on the third day of the month - \$1300.00

The late fee is intended to compensate Manager/owner for administrative and other damages caused by Tenant's late payment which would be difficult or impractical to determine. Both parties agree that the late fee is an acceptable liquidated damage amount and is not a penalty. The late fee may be collected immediately by the Manager/Owner. Late fee is due with payment of the rent for the month for which the late fee applies.

FORM OF PAYMENT – Tenant agrees to pay rent in the form of a personal check, cashier's check or money order. We do not accept cash. In order to be accepted, eligible for a discount and credited to the right account, payment must be made payable to KEVCO and include the Premises address on the check. Manager/Owner, at their option, may apply all monies received first to non-rent obligations of the Tenant, including but not limited to: security deposit, late fees, utility reimbursements, non-fees, A/F fees, pet fees, maintenance charges, or other amounts due under this Lease. Please note, we can only accept one check per Premises for rental payments. In the event that more than one check is received, a service charge of \$25.00 shall be assessed for each additional check.

RENT PAYMENT PROCEDURE – Tenant agrees to pay their rent by mail to or in person at the following address: KEVCO Real Estate, Investments & Property Management, 1124 W Mulberry St, Fort Collins, CO 80521. Please allow enough time for mailing. Rents are considered received when delivered by mail, not when post marked.

RETURNED CHECK – If for any reason a check tendered by Tenant to Manager/Owner is returned for any reason, the check will be deemed a nonpayment and will subject Tenant to all late fees and other remedies available to Manager/Owner under this Lease for nonpayment of amounts due under this Lease without limiting Manager/Owner's rights, otherwise available at law. In addition, Tenant will be assessed a return check fee of \$50.00, which shall become immediately due. The Manager/Owner may also require all future payments by Tenant to be made by money order, cashier's check, bank check, or other certified funds.

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LEASE PERFORMANCE DEPOSIT - Tenant will pay Manager/Owner a security deposit in the amount of **\$1200.00** (one month's rent after discount) payable at the signing of this Lease. Manager/Owner shall hold this deposit as security for Tenant's performance of Tenant's obligations under this Agreement. Tenant may not apply any portion of this security deposit toward the last month's rent or toward any other sums due under this Lease. Please note that KEVCO holds your deposit in a non-interest bearing escrow account. Tenant shall not be entitled to any interest on the security deposit.

RETURN OF DEPOSIT - Within 60 days after Tenant has moved out completely, returned all keys and has provided a forwarding address, or upon the expiration of this Lease, whichever occurs last, Manager/Owner shall provide a written accounting of the disposition of the security deposit and shall at the same time return any deposit remaining. Manager/Owner shall mail said statement and any payment to the forwarding address provided by Tenant, or in the absence of such, to last known address. Manager/Owner may withhold from the security deposit any amounts owed for nonpayment of rent, damages due to abandonment of the Premises, damages caused by the willful or negligent acts of Tenant or Tenant's guests, invitees or other similar persons, any necessary and reasonable cleaning and repair costs incurred by Manager/Owner due to Tenant's failure to leave the Premises in a clean and undamaged condition, normal wear and tear excepted, unpaid rent, utilities, late fees, non-sufficient check fund fees and all other amounts due from Tenant under this Lease. Tenant will have final trash service pick-up scheduled and trash removed prior to the expiration of Lease. Said deposit shall be returned in one check payable to all persons last approved in writing by Manager/Owner to occupy the Premises. In the event the amount due Manager/Owner exceeds the amount of security deposit, the Tenant shall be liable to Manager/Owner for payment of such amount, which shall become immediately due and owing. If the Premises is not ready for checkout by the scheduled move-out appointment a \$100 rescheduling fee will be charged in addition to any holdover charges. No additional time will be given for cleaning the Premises. It is the Tenant's responsibility to make certain that the Premises are free of all personal property of Tenant. Property left at the expiration of this Lease will be considered abandoned and disposed of immediately at Tenant's expense. In the event a Tenant schedules a move-out appointment on a date other than the last day of this Lease, Tenant shall remain liable for all rent owed for the remainder of this Lease, unless Manager/Owner and Tenant have otherwise agreed in writing. A re-key charge of \$75.00 shall be automatically deducted from the Security Deposit.

PETS - No animals of any kind are permitted on the Premises, even temporarily, without first obtaining Manager's/Owner's written permission. "Pets" includes, but is not limited to warm and cold-blooded animals, such as dogs, cats, fish, hamsters, rats, birds, snakes, lizards, and insects. "Pets" does not include animals trained to serve the handicapped, such as seeing-eye dogs, hearing dogs, or service dogs. These animals may be housed on the Premises so long as they are in the direct service of those they were trained to serve and so long as the Manager/Owner is notified in advance in writing of the circumstances. If at any time during the term of this Lease, any pets are being kept other than those permitted in writing, Tenant will be deemed to be in breach of this Lease. Manager/Owner may require the \$100.00 non-refundable pet fee or demand pet be removed, at Manager/Owner's discretion. Pit bulls or pit bull mixes are never allowed on the Premises. Aggressive pets may be asked to permanently leave the Premises if they present a danger to those needing access by request of Manager/Owner.

PET FEE - Tenant agrees that they will have **0 Pets** and will provide an additional \$100.00 upon occupancy to act as a non-refundable pet fee. Tenant shall contact the Manager/Owner for approval before acquiring additional pets.

### UTILITIES / SERVICES -

Tenant agrees to put the following utilities in their name by the first day of the Lease and to promptly pay all utilities and services:

**Water, Sewer, Electric, Gas, and Trash**. Internet, phone and cable are optional at Tenant's expense.

Manager/Owner agrees to place the following utilities into their name:

**Water, Sewer, Electric, Gas, and Trash**.

The Tenant shall pay a flat fee of **\$** per month (payable with the rent payment starting the first month of the commencement of this Lease) for utilities that are in the Manager/Owners name.

Tenant shall not allow any utility that they are responsible for to become delinquent or be disconnected for any reason (including non-payment) until the expiration of this Lease. Failure of Tenant to place the utilities noted above in Tenant's name prior to or on the commencement date of this Lease, will result in a \$25 service fee per billing payable to the Manager/Owner in addition to the utility bill and related charges. Tenant shall be responsible for any damages arising from the disconnection of the utilities that are their responsibility including any disconnect or reconnect fees.

OCCUPANT and GUEST - Tenant acknowledges that Manager/Owner has provided to Tenant, and Tenant has received, the Occupancy Limits Disclosure Statement for Property Lease required by the City of Fort Collins, which is attached to this Lease.

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Tenant agrees to use the Premises only in a manner that is in compliance with the occupancy limits. Tenant shall indemnify Manager/Owner against, and reimburse Manager/Owner for, any fines, charges, damages, costs or fees, including reasonable attorney fees, incurred or paid by Manager/owner as a result of any noncompliance of the occupancy limits by Tenant. No person who is not a Tenant to this Lease or a nurse or maid required to care for Tenant during any period of illness may occupy the Premises, except that Tenant may allow one guest to stay with Tenant for a maximum period of 15 days every six months, provided that such guest at all times maintains a separate residence.

SUBLETTING/ ASSIGNMENT - Tenant shall not sublet the Premises or any part of the Premises, nor shall Tenant assign this Lease to anyone else without first obtaining the Manager's/Owner's written permission. Manager/Owner shall not withhold permission unreasonably, but will be subject to compliance with all reasonable conditions and requirements that Manager/Owner may require, including, without limitation, payment of all required fees and satisfaction of all financial assurances that Manager/owner would generally require of any persons seeking to occupy the Premises as a Tenant. Tenant understands that they are ultimately responsible until this Lease has expired or until this Lease has been terminated by Manager/Owner. Any prospective Tenant must fill out a rental application form supplied by Manager/Owner, must meet the approval criteria and agree to be bound by the terms and conditions in this Lease before such Tenant can be approved. Should sublet of the entire Premises occur, Tenant agrees to be responsible for the full re-key charge so as to unburden Manager/Owner of additional expense related to subletting.

SUBLEASE FEE - Tenant agrees to pay a \$250.00 fee at the time that they commence efforts to sublease their interest in the property to another individual. This fee is in addition to the application fee provided by the new Tenant. The sublease fee is in no way a Cancellation Fee or a Buyout Fee and does not release Tenant from their obligations under this Lease.

NO SMOKING - Tenant agrees that this is a non-smoking residence and that no smoking of any kind is allowed inside the Premises. If smoking outside, Tenant and guests agree to dispose of all cigarette butts in a safe and timely manner, and to ensure that smoke is not allowed to enter the Premises. Tenant shall not throw cigarette butts on the ground or any where else except a proper cigarette butt receptacle. Failure to comply with the no smoking rule will be deemed a violation of this Lease and can be very damaging to the property. Tenant will be responsible for all repairs or replacement and cleaning required, including drapes, carpets, walls, ceilings, doors, etc.

CARPET CLEANING - In addition to the security deposit, Tenant shall pay Manager/Owner upon signing of this Lease, \$\_\_\_\_\_ as a non-refundable deposit that will be applied by Manager/Owner towards the cost to have the carpet professionally cleaned upon Tenant's move-out. If additional cleaning or services are required to remove stains, excess dirt accumulation, pet odors, etc., Tenant agrees to pay to Manager/Owner any additional charges incurred by Manager/Owner, which sums may be withheld from the security deposit. Cleaning and treating for pet odors requires special products and cleaning methods and can cost a great deal more than routine cleaning. Pet odors and stains may require multiple professional cleanings, or in some cases, the removal and replacement of the pad and/or carpeting, as well as other remedial measures, the cost for which Tenant shall be fully responsible. Pet odors and stains can come back days or even weeks after professional cleaning has occurred and may necessitate additional cleaning at a later date.

VEHICLE - Tenant agrees not to keep more than one vehicle per Tenant on the Premises. All vehicles must be both operable and currently licensed. Manager/Owner reserves the right to have any vehicle that is not operable or properly licensed towed from the Premises or property on which the Premises is located at Tenant's sole cost and expense upon three days' written notice to Tenant. Tenant agrees to park their vehicles in assigned spaces, garage if applicable, and to keep those spaces clean of oil drippings and other accumulations. Tenant agrees to advise their visitors about all parking regulations and to be responsible for their compliance with those regulations. All motorcycles must have exhaust muffling comparable to that of a passenger vehicle. Tenant agrees not to park boats, recreational trailers, utility trailers, and the like on the Premises or property on which the Premises is located without first obtaining Manager's/Owner's written permission. Tenant agrees not to repair any vehicles on the Premises or property on which the Premises is located or in a manner that interferes with any other Tenant's use of the property or if such repairs will take longer than a single day unless the vehicle is kept in an enclosed garage. Tenant agrees that Tenant will not park any vehicle on any portion of the yard or any other location other than in a designated parking space. Tenant agrees to pay for all damages and/or fines, and to indemnify Manager/Owner against any such damages or fines resulting from Tenant's inappropriate parking or driving on the Premises or property on which the Premises is located.

APPLIANCE - The following appliances are provided for the Tenant's use at the Premises: Refrigerator \_\_, Range/Oven \_\_, Dishwasher \_\_, Microwave \_\_, Clothes Washer \_\_, Clothes Dryer \_\_, Garbage Disposal \_\_, and Air Conditioning Unit \_\_. If Tenant wishes to use these appliances, they agree to assume all responsibility for damage or misuse. Maintenance for normal wear and tear

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of these appliances shall be the responsibility of the Manager/Owner. If Tenant wishes to use their own appliances, they may request that the Manager's/Owner's appliances be removed from the Premises and agrees to pay for moving them out of the Premises, storing units, and moving back in again upon the expiration of this Lease. Manager/Owner is not responsible for food loss due to refrigerator malfunction or any damage to personal property due to malfunction of any other appliance.

FIREPLACE, WOOD/TOVE/ and GRILL/ - This Premises (has     ) (does not have     ) a fireplace or woodstove. If the Premises has a fireplace or woodstove, Tenant (may use     ) (may NOT use     ) the fireplace or woodstove. Tenant agrees to never place a gas or charcoal grill on any wooden deck, porch, or within 18 inches of the wall of the Premises and to use grills in a manner consistent with manufacturer instructions.

TENANT INSPECTION - Tenant acknowledges that prior to occupying the Premises, Tenant has examined the Premises and is satisfied with the condition, subject to those items specifically stated on the Move-In and Move-Out Checklist. Tenant agrees that Tenant accepts the Premises "As Is" condition and that no warranty or guarantees are expressed or implied by Manager/Owner. Tenant shall have **7 calendar days** from the dates of occupancy to inspect the Premises and to complete the Move-In and Move-Out Checklist and return it to the Manager/Owner. Tenant is responsible to note thereon any conditions of the Premises that are not clean or in a state of good repair and condition. Manager/Owner reserves the right to refuse to accept a Move-In and Move-Out Checklist not returned to Manager/Owner within 7 calendar days of Tenant's occupancy and to review with Tenant any condition noted by Tenant on the Move-In and Move-Out Checklist that Manager/Owner questions. Manager /Owner reserve the right to take pictures, videotape or otherwise document the condition of the Premises at the time of Tenant's occupancy as Manager/Owner deems necessary. By accepting possession of the Premises, Tenant acknowledges and agrees that no repairs or cleaning is required or requested other than as stated in the Move-In and Move-Out Checklist. Tenant acknowledges and agrees that the Move-In and Move-Out Checklist shall be conclusive and binding evidence of the condition of the Premises at the beginning of Tenant's occupancy of the Premises and is Tenant's acknowledgement and admission that the Premises is clean and in a state of good condition and repair except as stated on the Move-In and Move-Out Checklist. Tenant's failure to complete and return the Move-In and Move-Out Checklist in a timely manner shall be deemed Tenant's acknowledgement and admission that the Premises at the time of occupancy was clean and in a state of good repair and condition.

MOLD - Tenant is advised that the presence of mold may cause allergic reactions or, in some cases, be a health hazard. Tenant is required and responsible to maintain the Premises, including the bath and kitchen areas, in a manner that is free of mold. Tenant agrees to use the bath fan and proper ventilation in the use of the bathroom and agrees to remove any mold that forms on any ceilings or walls by scrubbing with a diluted bleach solution or other product designed to remove mold, without damaging the ceilings or walls. If Tenant has any reason to believe that any mold is caused by leaking fixtures, pipes or roof damage, Tenant should notify Manager/Owner immediately. Failure of Tenant to notify Manager/Owner can aggravate the problem. Failure of Tenant to take usual and reasonable care to keep mold from forming that requires mold repair or treatment will be the Tenant's expense.

LEAD BASED PAINT AND RADON - Tenant has been given a copy of the "Protect Your Family from Lead in Your Home" booklet (if the property was permitted to be built prior to 1978) and a Lead Paint Disclosure. By signing this Lease, Tenant confirms receipt of the City of Fort Collins Radon booklet.

NOTIFICATION OF SERIOUS BUILDING PROBLEM/ - Tenant agrees to notify Manager/Owner immediately upon first discovering any signs of serious building problems including but not limited to, crack in the foundation, a tilting porch, a crack in the plaster or stucco, moisture in the ceiling, buckling sheetrock or siding, a leaky roof, a spongy floor, a leaky water heater, or termite activity. Failure to report a problem may create a situation where the Tenant will be liable for damages due to the problem not being addressed sooner.

REPAIRS - Tenant shall keep the Premises in good order and condition and immediately pay for any repairs caused by Tenant's negligence or misuse or that of their guests. Tenant shall give prompt notice of any repairs or maintenance needed. Manager/Owner will endeavor to make necessary repairs within 5 business days of notification. If Tenant is experiencing an emergency, for example, no heat, no hot water, water leaks etc, Manager/Owner will endeavor to make necessary repairs within 1 day. Please be aware that scheduling repairs may take longer than the times noted above. Manager/Owner agrees to keep Tenant informed of the progress towards making necessary repairs. All burned out light bulbs shall be promptly replaced by Tenant or at Tenant's expense with the proper size and wattage bulb. Generally a 60 watt bulb is the maximum for light fixtures.

HEAT - Tenant agrees to keep the Premises heated 24 hours a day to at least 62 degrees and agree to keep cabinet doors open so that heat will circulate around water pipes during severe cold weather. Tenant agrees to routinely change furnace filters in a

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manner consistent with manufacturer instructions. Tenant agrees to disconnect outside hoses during cold months which typically are September through April. Tenant will be held liable for damage to the property for broken water pipes due to violating these requirements.

/SMOKE / FIRE / CARBON MONOXIDE DETECTOR/ - Tenant agrees to check smoke/fire/CO detectors at least once a month to assure that they are working properly, replace any batteries as often as is necessary, and immediately report any defects to the Manager/Owner. Tenant or Tenant's guests are prohibited from tampering with or disconnecting smoke/fire/CO detectors. Any detector tampered with and/or disabled will be reinstalled at Tenant's expense.

WINDOW/ & BEDROOM/ - Tenant agrees to never place sheets, blankets or rugs over the windows to act as window coverings. A bedroom is described as a room with closet and egress window; non-conforming bedrooms shall not be used for sleeping purposes.

PROPERTY VALUE/ - In an attempt to avoid negatively affecting property values in the immediate area, no "inside" furniture shall ever be placed outside. No couches or recliners are allowed outside the formal structure of the Premises.

DRAIN/STOPPAGE/ - Tenant is responsible for the clearing of all clogged drains, garbage disposals, toilets and sewer lines on the Premises unless said stoppage is the result of a structural defect or root growth in the sewer line. Drains will not accept items such as diapers, sanitary napkins, tampons, wipes, children's toys, wads of toilet paper, balls of hair, grease, oil, large or hard table scraps, clothing, rags, sand, dirt, rocks, newspapers, etc. Tenant agrees to pay for clearing the drain of any and all stoppages except those caused by structural defect or root growth. Tenant agrees to own and use a plunger when necessary.

TRASH/ - Tenant agrees to dispose of their ordinary household trash by placing into a receptacle for regular collection. All trash receptacles shall be placed inside the garage or at the rear of the property except for the designated trash pick up day. Tenant agrees to dispose of their extraordinary household trash such as Christmas trees, damaged furniture, and the like, by compacting it so that it will fit inside their trash receptacle or by hauling it to the dump themselves or by paying someone else to haul it away. Tenant is responsible for cleaning up, disposing of, or hauling away any tree limbs, leaves and branches that may fall into the yard or any newspapers whether or not the Tenant has a subscription. If debris and/or garbage are noted in the yard and outside of proper storage for pick up by a waste removal service, Manager/Owner reserves the right to immediately remove items without notice and to invoice Tenant for such work. If the trash service is set up and paid by the Manager/Owner, Tenant agrees to pay for any additional charges for oversized items or extra bags, boxes, etc.

DAMAGE - Tenant agrees to pay for repairs of all damages they or their guest have caused. Tenant shall pay for service calls later determined to be unnecessary. Tenant agrees that, except for any window being noted as cracked or broken at the start of this Lease, Tenant shall replace any window that becomes cracked or broken on the Premises during the Lease term.

LOCK/ - Unless noted on the Move-in Checklist, all locks are in working order and sufficient keys have been received by the Tenant. Tenant agrees that they will not change the locks on any door or mailbox without first obtaining Manager's/Owner's written permission. Having obtained permission, they agree to use a Locksmith approved by Manager/Owner for changing the locks themselves and to provide the Manager/Owner with one duplicate key per lock. Individual keyed bedroom door locks are not allowed. If Manager/Owner cannot gain access to the Premises or a particular room during a scheduled appointment because it is locked by the Tenant, the lock will be removed at the Tenant's expense.

LOCKOUT/ - During normal business hours, Manager/Owner will make reasonable efforts to assist Tenant with a lockout of the Premises. If the same Premises has multiple lockout calls, Manager/Owner reserves the right to assess the Tenant a \$25 lockout fee. Please be aware, for after hours lockout calls, the Tenant will be responsible for paying for the handyman or locksmith charge which can exceed \$75.

GROUND/ MAINTENANCE - Tenant shall keep the Premises and the yard in a clean and sanitary condition and shall immediately pick up or remove any pet waste, garbage or other debris left or deposited on the Premises or the grounds or the property where the Premises is located. Tenant shall be responsible for all lawn care, including weed control, and snow removal (unless service is provided by an HOA). Tenant shall keep sidewalks free of hazardous objects, ice and snow at all times. The City of Fort Collins requires that walks be cleared of snow and ice within 24 hours of the end of the snowfall or will remove the snow at the Tenant's expense. Tenant shall keep the lawn sufficiently watered to maintain the appearance and health of the yard. Tenants who are responsible for their own lawn care agree to provide their own lawn care equipment and to mow, trim, weed, and water regularly. Tenant will not allow the lawn or weeds to exceed four inches in height. Tenants who do not comply with this requirement may be

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placed on a mandatory lawn care service at Manager's/Owner's discretion and will be responsible for payment of all bills for these services. Any damage to trees, shrubs and lawn due to Tenant's action or negligence will be repaired or replaced at Tenant's expense including damage caused by insufficient watering.

CITY NOTICE - If Tenant receives a City Notice of any kind including, but not limited to, lawn not being mowed, weeds in yard, trash/rubbish in yard, delinquent utility bills, etc, a \$25.00 service fee will apply per Notice received. Manager/Owner may remedy the City objection by hiring a third party to do so at Tenants' expense. Receipt of an Occupancy Violation or a Noise Violation will result in a \$300.00 administrative fee payable to Manager/Owner immediately upon receipt of Notice. Payment of such fees shall not relieve Tenant's obligation to also indemnify Manager/Owner against, and reimburse Manager/Owner for, any fines, charges, damages, costs or fees, including reasonable attorney fees, as a result of any noncompliance of any City Ordinance.

ALTERATION, DECORATION, and REPAIR - Tenant shall not alter or decorate their dwelling without first obtaining the Manager's/Owner's written consent. Altering or decorating includes, without limitation, painting or wall papering. Further, Tenant agrees not to make any repair of any damages to the Premises or of any appliances or personal property of Manager/Owner within the Premises, without first obtaining Manager/Owners written consent. Such consent may be conditioned upon Tenant agreeing to provide financial or other assurances as Manager/Owner deem necessary to restore the Premises to the condition that existed prior to the construction of the alteration or decoration at the sole cost and expense of the Tenant. Tenant agrees to indemnify and hold harmless Manager/Owner from any damages, costs or fees, including reasonable attorney fees, that Manager/Owner incurs as a result of any lien being imposed against the Premises and shall take all action as is necessary to cause such lien to be removed immediately. Any alterations or decorations made by the Tenant to the Premises, with the consent of Manager/Owner, shall become and remain on the Premises at the expiration or earlier termination of the Lease unless Manager/Owner, within its sole discretion determine that such alterations or decorations can be removed from the Premises without damaging the Premises.

ACCESS - Manager/Owner, their employees, contractors or agents, shall have the right to access the Premises at reasonable times for the purpose of repair, inspection, maintenance or improvements, or to show the Premises to prospective Tenants, purchasers or lenders. When seeking access under ordinary circumstances, Manager/Owner will schedule entry between the hours of 8:00 a.m. to 8:00 p.m., Monday through Saturday, except holidays. Should the property be listed for sale, appointments related to real estate transactions may occur on Sundays between 8:00 a.m. to 8:00 p.m. Manager/Owner will provide Tenant with reasonable notice for access the day prior. If access is required only to the exterior of the property reasonable notice may be given the same day. Such notice may be given by phone, by leaving a message on an answering machine or voice mail, by delivery of a written note or otherwise. In emergencies, there will be no notice. Re-leasing for the next year begins every January. The Premises may be shown to prospective future Tenants 180 days prior to expiration of the Lease, and the Manager/Owner, its employees or agents may place a 'For Rent' or 'Vacancy' or similar sign on or about the Premises at any time within 180 days prior to termination of the Lease.

PEACE AND QUIET - Tenant agrees that they will refrain from making loud noises and disturbance, that they will keep down the volume of their music and broadcast programs at all times, so as not to disturb other Tenants' or neighbors' peace and quiet. Reasonable complaints from neighbors shall be considered a violation of this section and subject to the same consequences as would follow should a City Notice be received. See "City Notices" section above.

PROLONGED ABSENCE - Tenant agrees that they will notify Manager/Owner whenever they plan to be absent from the Premises for more than ten days, and shall make arrangements for the Premises to be routinely checked on during absence.

BUSINESS and LAWFUL USE - Tenant agrees to use the Premises as their personal residence. They agree to conduct no business on the Premises without first obtaining Manager's/Owner's written permission. Tenant agrees that they will not themselves engage in any illegal activities, including but not limited to the growing of marijuana for any purpose, on the Premises nor will they allow others to engage in any illegal activities on the Premises insofar as they have the power to stop such activities. Tenant acknowledges that certain federal, state and local laws may allow for the seizure of the Premises in the event of any criminal use of the Premises and Tenant agrees to defend and hold Manager/Owner harmless from any violation, loss, liability, seizure and claim (including reasonable attorney fees) incurred as a result of the violation of said laws by Tenant and/or the guests of invitees of Tenant.

CLIMBING ON THE ROOF - Climbing on the roof is strictly prohibited and shall subject the Tenant to a penalty of \$500 and possible eviction. This regulation will be strictly enforced.

INSURANCE CONSIDERATION - Tenant agrees that they will do nothing to the Premises nor keep anything on the Premises that will result in an increase in the Owner's insurance policy premium, cause policy cancellation, or endanger the Premises. Tenant also

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agrees that they will not allow anyone else to do so. Except for injuries or damages caused solely by the gross negligence of Manager/Owner, Manager/Owner shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees or agents, or to any person entering the Premises or the building or property on which the Premises is located or to goods or any personal property thereof. Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any claims, damages, cost or fees, including reasonable attorney fees, resulting from any willful or negligent act of Tenant, Tenant's family, guest, invitees or agents. Tenant acknowledges and understands that Tenant shall be responsible to obtain renter's insurance to cover any damage or loss of Tenant's personal property. In no event shall Manager/Owner or Manager/Owner's insurer be liable for any property damage or loss to any personal property of Tenant caused by any fire or Casualty.

FIRE OR CASUALTY DAMAGE - If the Premises during the term of this Lease is destroyed by fire or casualty, rendering the Premises wholly untenable, Manager/Owner shall have the right to terminate this Lease, and both parties shall be released from any further liability except for the purpose of enforcing any rights that may have been accrued to the date of the fire or casualty. Manager/Owner may also elect to repair or replace the Premises as necessary to return the Premises to a tenable state. During such time, the Tenant shall not be responsible for payment of any rent. Should only a portion, but not all of the Premises be rendered untenable, Manager/Owner shall have the option of either repairing such the damaged portion or terminating this Lease. In the event the Manager/Owner decides to repair such untenable portion, this Lease shall not terminate, but the rent shall abate in the proportion that the damaged portion bears to the whole Premises, and such part so damaged shall be restored by Manager/Owner within such time as is reasonably practicable. Upon repair of the damaged portion, the Tenant shall pay the full rent provided in this Lease through the remaining term of this Lease. Nothing provided in this paragraph shall make Manager/Owner responsible for repairing or replacing any personal property or improvements of Tenant to the extent they are damaged or destroyed. Further to the extent any fire or casualty damage is caused to the Premises by Tenant's willful or negligent acts, or those of Tenant's family, invitees, guest or agents, Tenant shall remain liable for all amounts owed under this Lease as if no fire or damage had occurred, and in addition, shall be fully liable for all amounts paid by Manager/Owner to cause the Premises to be repaired or restored, including any insurance deductible paid by Manager/Owner and including all other costs, expenses or fees, including reasonable attorney fees, paid or incurred by Manager/Owner.

RULES AND REGULATIONS - Manager's/Owner's existing rules and regulations, if any, shall be signed by Tenant, attached to this Lease, and be incorporated into it. Manager/Owner may adopt rules and regulations at a later time provided that they have a legitimate purpose, do not modify Tenant's rights substantially, and do not become effective without notice of at least two weeks. A minimum of two (2) notices of Manager/Owner's intent to modify the rules and regulations will be provided, one of which will be sent via certified mail, prior to modifying the rules and regulations. Any Home Owner Association's documents provided with the Lease shall become a part of this Lease and Tenant agrees to abide by those rules and regulations; any violation thereof will be considered a breach of this Lease and Manager/Owner may seek any remedies available as provided in the Lease.

SERVICE OF PROCESS - Every Tenant who signs this Lease agrees to be the agent of the other Tenants and occupants of the Premises and is both authorized and required to accept, on behalf of the other Tenants and occupants, service of summons and other notices relative to the tenancy. All parties agree that they are jointly and severally liable for their obligations under this Lease. This means that each Tenant signing this Lease is liable for the full amount of any and all financial or other obligations of this Lease. Manager/Owner has no responsibility for resolving disputes or conflicts between Tenants whatever the nature of those disputes.

IDENTITY OF MANAGER - The person who is responsible for managing the Premises and is authorized to accept legal service on Owner's behalf is a licensed Real Estate Entity in the State of Colorado. The Brokerage is acting as a Transaction Broker for the Owner.

HOLDING OVER - This Lease terminates at the expiration of the term without notice or demand being required by Owner/Manager. If Tenant remains on the Premises following the date of their termination of this Lease, Tenant shall be considered a holdover Tenant and shall be liable for rental damages equaling one/thirtieth of the amount of Tenant's current monthly rent due for every day Tenant holds over and an additional \$100 per day until the Premises is delivered to Landlord in the condition required by this Lease.

POSSESSION - Manager/Owner shall endeavor to deliver possession to Tenant by the commencement date of this Lease. Should Manager/Owner be unable to do so, they shall not be held liable for any damages Tenant suffers as a consequence, nor shall this Lease be considered void unless Manager/Owner are unable to deliver possession within fifteen days following the commencement date. Tenant's responsibility to pay rent shall begin when they receive possession.



## RENTAL AGREEMENT

SALE OF DWELLING - If the Owner sells the Premises or the building or property on which the Premises is located, or otherwise transfers its ownership in such to another party, Manager/Owner shall have the right to terminate this Lease by giving Tenant written notice of at least 60 days prior to such termination. In such event, the termination date provided in this Lease shall be amended and shall become the date of termination provided by the Manager/Owner, and Tenant shall deliver possession of the Premises to Manager/Owner by such termination date in the condition required by the terms of this Lease. 'For/sale' signs may be placed on or about the Premises at any time during Lease term as required.

SHOWINGS - Tenant understands that the Premises may be advertised in a variety of ways to encourage pre-leasing or sale, and that interior photos may be utilized in that advertising. Tenant agrees to cooperate with all showings, including containment of vicious or unfriendly pets, and to keep the property in a neat and clean condition. Tenant may be assessed a \$100 fee per showing, for non-compliance with this clause at the sole discretion of the Manager/Owner. Such fee may be collected immediately by Manager/Owner or, at Manager's/Owner's option, such fee may be withheld from Tenant's security deposit.

ABANDONMENT - If at any time during the term of this Lease, Tenant abandons the Premises, or any part thereof, Manager/Owner may, at their option, obtain possession of the Premises in a manner provided by law and without becoming liable to Tenant for damages or for any payment of any kind whatever. Manager/Owner may re-let the Premises for the whole or any part of the term of this Lease, and Tenant will be liable for any difference between rent that would have been payable under this Lease during the balance of the unexpired term of this Lease, if this Lease had continued in force. Any personal property of Tenant remaining in or on the Premises shall be deemed abandoned, in which case Manager/Owner may retain such personal property as their own or dispose of all such personal property in any manner Manager/Owner deems proper without any liability or responsibility to Tenant whatsoever and Tenant shall be liable for all damages, costs, or fees that Manager/Owner incurs in the disposal of such personal property. If you leave it, you lose it!

NON-WAIVER - Should either Manager/Owner or Tenant waive their rights to enforce any breach of this Lease that waiver shall be considered temporary and not a continuing waiver of any later breach. Although Manager/Owner may know when accepting rent that Tenant is violating one or more of this Lease's conditions, Manager/Owner in accepting the rent is in no way waiving their rights to enforce the breach. Neither Manager/Owner nor Tenant shall have waived their rights to enforce any breach unless they agree to a waiver in writing.

REFERENCE IN WORDING - Plural references made to the parties involved in this Lease may also be singular, and singular references may be plural. These references also apply to the Owner and Tenant's heirs, administrators, or successors, as the case may be.

ENTIRE AGREEMENT - As written, this Lease constitutes the entire agreement between the Tenant and Manager/Owner. They have made no further promises of any kind to one another, nor have they reached any other understandings, either verbal or written.

CONSEQUENCE - Violation of any part of this Lease or nonpayment of rent when due shall be cause for eviction under appropriate sections of the applicable code. Tenant shall remain liable for rent for the remainder of the rental period. By signing this Lease, Tenant consents that Manager/Owner may release a copy of this Lease and applications and any information regarding Lease violations, Lease defaults, other party complaints, rent payment history, forwarding addresses and phone numbers to any party claiming money due under the obligations of this Lease and/or prospective rental housing references without recourse.

DEFAULT BY MANAGER/OWNER - If Manager/Owner shall fail to observe or perform any material obligation under this Lease, and shall fail to remedy same within 15 days following receipt of written notice from Tenant specifying the alleged default, provided that if the default is of such a nature that it cannot reasonably be cured within said 15 day period, Manager/Owner shall not be considered in default under this Lease if Manager/Owner commences to cure such default within said 15 day period and diligently continues thereafter to complete said cure, then Tenant may terminate this Lease. Tenant shall not be entitled to any abatement of rent, in whole or part, due to any breach or alleged breach of this Lease by Manager/Owner. Further, Manager/Owner shall not be liable for any damage to Tenant for any breach of the Lease, unless Tenant has complied with providing Manager/Owner proper notice of the alleged breach and Manager/Owner has failed to cure the breach as provided in this paragraph.

TRIAL BY JUDGE - Should any aspect of this Lease or tenancy be litigated in civil court, Manager/Owner and Tenant agrees to waive their rights to a trial by jury and have the matter tried by a judge.



## RENTAL AGREEMENT

JURISDICTION AND VENUE - The parties hereto, and any persons guaranteeing any performance hereunder, agree that any legal action brought concerning this Lease or any dispute hereunder shall be brought only in the courts of Larimer County, Colorado, which shall have exclusive venue and jurisdiction over any state action.

LEGAL SERVICE FEE - Tenant shall reimburse Manager/Owner for all reasonable attorney fees and costs incurred by Manager/Owner as a result of Tenants' default of any of the provisions of this Lease notwithstanding that Tenant cured the default or suit was not brought. In the event legal or equitable proceedings are required to enforce any provisions of this Lease, the prevailing party shall be entitled to recover against the other party all reasonable costs, including reasonable attorney fees, as may be incurred, as determined by a court.

NOTICE - All notices provided for in this Lease shall be in writing and shall be delivered to the other party in person, or be sent by first class mail, postage pre-paid.

ATTACHMENT - Lead Paint Disclosure, Occupancy Limits Disclosure, HOA Documents and Renter's Insurance Disclosure.

ADDITIONAL PROVISION - n/a

MEGAN'S LAW - If the presence of a sex offender in your neighborhood is of concern to you, please contact the Larimer County Sheriff or the City of Fort Collins Police Department to obtain a list of registered offenders prior to signing this Lease.

This Lease is in no way a Lease option to purchase the subject property. This Lease shall remain subordinate to all existing and future mortgages and deeds of trust on the property.

ACKNOWLEDGEMENT- the Tenant understands that the execution of this Lease entails an important decision that has legal implications. Tenant is advised to seek their own council, legal or otherwise, regarding the execution of this Lease. Tenant hereby acknowledges that they have read this Lease, understand it, agree to it, and have been given a copy.

_____ Manager/Owner	_____ Date	_____ Tenant	_____ Date
_____ Tenant	_____ Date	_____ Tenant	_____ Date