



Residential Lease Agreement and Acceptance
P.O. Box 350217
Westminster, CO 80035

1) THIS RESIDENTIAL LEASE AGREEMENT ("Lease"), as dated on page 1 of this Lease, by and between Eloquent Property Management and Design as AGENT or the Owner (hereinafter "AGENT") with an office located at the address shown on page 1 of this Lease and the resident(s) listed on page 1 of this Lease (hereinafter "RESIDENT"). This Lease and any other written Addendums are incorporated by reference and collectively together shall constitute the Lease. RESIDENT acknowledges that AGENT is entering into this Lease in the reliance on the information contained in RESIDENT's rental application and if it is determined that such information is false then RESIDENTs tenancy shall be at will and terminable by AGENT.

2) DESCRIPTION AND TERM. AGENT hereby leases to RESIDENT, and RESIDENT hereby leases from the AGENT, the LEASED PREMISES as described on page 1 of this Lease (hereinafter the "Premises") subject to the terms and provisions hereof. The INITIAL LEASE TERM and commencement date (hereinafter "Commencement Date") of the Lease are described on page 1 of this Lease through the last day of occupancy of the leased Premises subject to holdover and abandonment provisions below. Except for any month-to-month periods, any renewals or extensions of the Lease for an additional specified term must be in writing and signed by both RESIDENT and AGENT.

3) RENT DUE. METHOD OF PAYMENT. PAYING SUMS DUE. CHECK ACCEPTANCE.

(a) RENT DUE. RESIDENT agrees to pay AGENT Rent in the amount of _____ per month and/or _____ per day shown on pages 1 and 2 of this Lease for the leased Premises, from the Commencement Date of this lease. Monthly Rent may be altered from time to time by directly billable utilities or other home charges. RESIDENT shall pay total monthly rent on the first day of each month without demand or notice by AGENT. RESIDENT shall pay all sums under this Lease when due and AGENT, although not required, may demand any sum due under this Lease on the date it is due. RESIDENT shall make all payments due to AGENT at the on-site management office, or at such other place AGENT may designate in writing from time to time.

(b) METHOD OF PAYMENT. RESIDENT shall pay all sums due under this Lease by credit (eloquentpmd.com), debit, check, money order or certified funds. Upon written notice and regardless of RESIDENT's default, AGENT may at any time require RESIDENT to pay AGENT all sums in certified funds, or in one monthly check or payment rather than in multiple checks or payments. RESIDENT shall not pay AGENT in cash. AGENT reserves the right to refuse a personal check at any time for any reason.

(c) PAYING SUMS DUE. RESIDENT's promise and covenant to pay rent is independent, absolute, without right to setoff, offset, or deduct by RESIDENT, for any reason whatsoever including, but not limited to, any alleged breach of AGENT or Owner claimed by RESIDENT. AGENT shall apply on RESIDENT's account, all monies received from RESIDENT, in AGENT's sole and absolute discretion, regardless of any notations on payments made by RESIDENT or when RESIDENT's obligation to pay such monies arose. Regardless of whether specifically stated in any applicable provision of this Agreement, any and all rent, amounts, charges (including late charges and returned check charges), sums, damages, or money owed by RESIDENT under this Lease shall be considered rent, and AGENT shall have all remedies for non-payment of any amount including eviction. If RESIDENT tenders any payment to AGENT that is less than the full amount due, AGENT may accept, and AGENT's acceptance shall not constitute an accord and satisfaction under any circumstances regardless of any endorsement to the contrary or otherwise on any instrument tendered or offered in payment, any such payment shall only be deemed a partial payment "on account" of the full amount due.

(d) CHECK OR FUNDS ACCEPTANCE. Rent shall be considered not paid until accepted by AGENT and deposited for collection, RESIDENT shall have the burden of proof to establish that rent was tendered and accepted in the event of a dispute.

4) PRORATION. If the Lease Term begins on a day that is not the first day of a month, Monthly Rent for the first partial month of the Term will be computed based upon a daily rate, which shall be calculated by dividing the monthly rent by the number of days in the applicable month and shall be due upon execution of the Lease. If, at any time, prorated amounts are due under this Lease, any such prorated amounts will be calculated in accordance with this paragraph.

5) CONCESSIONS. RESIDENT agrees that, if AGENT has given RESIDENT a one-time move-in concession and/or monthly rent concessions (hereinafter collectively "concessions") during the term of the Lease, the concession is in consideration of RESIDENT's agreement to timely and fully pay all amounts due under this Lease, and to completely perform and comply with all lease covenants as well as all applicable rules and regulations (hereinafter collectively "Lease Covenants"). The amounts of said concessions, if any, are described on pages 1 and 2 of this Lease.

6) LATE CHARGE. RETURNED CHECK OR FUNDS CHARGE. EVICTIONS AND OTHER FEES/ CHARGES.

(a) LATE CHARGE. RESIDENT agrees that if any installment of Monthly Rent is not received by AGENT on or before the third (3rd) day of any month, THERE WILL BE A \$50.00 LATE CHARGE PLUS \$5.00 PER DAY FOR EACH DAY IN WHICH THE RENT REMAINS UNPAID, IN ADDITION TO THE FULL MONTHLY RENT DUE.

Landlord: _____ Res: _____ Res: _____ Res: _____ Res: _____



(b) RETURNED CHECK OR FUNDS CHARGE. If a check is returned by RESIDENTs bank for any reason, RESIDENT agrees to pay AGENT a minimum returned check charge of \$50.00 and all additional fees AGENT incurs as a result of the returned check, in addition to the full Monthly Rent and any late charges due. All returned checks must be replaced immediately with certified funds. In the event that (2) two returned checks are received by AGENT at any time, all payments of future rent must be in certified funds.

(c) EVICTIONS AND OTHER FEES/CHARGES. If RESIDENT makes any payment in response to an eviction notice or demand for rent or possession, RESIDENT shall make such payment in certified funds. If RESIDENT makes any payment in response to an eviction notice or demand for rent or possession after the three-day demand period has expired, RESIDENT shall pay AGENT for AGENT's attorneys' fee, in addition to any other amounts due. RESIDENT agrees to reimburse Agent for all Sheriff's fees, if any. RESIDENT acknowledges that AGENT may elect not to accept any late payment if all applicable fees and charges owed by RESIDENT, through the date RESIDENT offers payment, do not accompany said payment.

7) SECURITY DEPOSIT.

(a) RESIDENT agrees to pay AGENT a SECURITY DEPOSIT as described on page 2 of this Lease, and, if applicable and described on page 2 of this Lease, a PET DEPOSIT, AND/OR A SATELLITE DISH DEPOSIT, as a general security deposit. The deposits total (hereinafter collectively "Security Deposit") will be held by AGENT without interest as security against breach by RESIDENT of any provision of this Lease. RESIDENT understands that all or a portion of the Security Deposit may be retained by AGENT upon termination of this Lease or RESIDENT's tenancy unless each of the following conditions is satisfied: (1) The full Term expired without default by RESIDENT and any and all Monthly Rent and other charges due under this Lease were paid in full; (2) RESIDENT gave AGENT written notice of RESIDENTs intention to vacate the Premises at least 60 days before RESIDENT vacated the Premises and RESIDENT did not retain possession of the Premises after the expiration of the 60 day period following delivery of such notice to AGENT; (3) If RESIDENT occupies the Premises less than one year, a portion of the total cost of thoroughly cleaning carpets and draperies and painting the Premises for the purpose of preparing the Premises for another RESIDENT will be deducted from the Security Deposit. RESIDENTs portion of the total cost of such carpet and window covering cleaning and painting will be charged on a prorated basis of the unused portion of a 12-month period; (4) there was no damage to the Premises beyond ordinary wear and tear at the time RESIDENT vacated the Premises (burns, spots or stains on floors, kitchen and bathroom countertops, or window coverings will not be considered ordinary wear and tear); (5) the Premises, including kitchen appliances, have been cleaned thoroughly in accordance with the written MOVE-OUT POLICY and all rubbish and discards were placed into proper rubbish containers; and (6) All keys and access devices were returned to AGENT. The following terms and conditions apply there will be a Vandalism claim which in Colorado is the crime of knowingly damaging or defacing someone else's property. It must be done without their consent. Vandalism is usually charged as the crime of criminal mischief. It can also be charged as defacing property. Vandalism is often a misdemeanor. However, vandalism can be a felony in some situations. There must also be homeowners and renter's insurance as further explained below.

Homeowners insurance is a form of property insurance that covers losses and damages to an individual's residence, along with furnishings and other assets in the home. Homeowners insurance also provides liability coverage against accidents in the home or on the property.

Homeowners insurance is a form of property insurance that covers losses and damages to an individual's house and assets in the home. The policy usually covers interior damage, exterior damage, loss or damage of personal assets, and injury that arises while on the property. Every homeowner's insurance policy has a liability limit, which determines the amount of coverage the insured has should an unfortunate incident occur.

Homeowners insurance should not be confused with a home warranty with property insurance.

Renters insurance which is a form of property insurance that covers losses to personal property and protects the insured from liability claims. This includes injuries occurring in your rental that are not due to a structural problem. Injuries due to structural problems are your landlord's responsibility. Renters insurance protects anything from a studio apartment to an entire house or mobile home.

(b) RESIDENT must leave a forwarding address with AGENT's property manager. WITHIN 60 days after RESIDENTs vacancy (which will be the date on which RESIDENT gives AGENT the keys to the Premises or the date on which RESIDENT surrenders and AGENT accepts the Premises, whichever occurs last), AGENT will refund the Security Deposit to RESIDENT, less any charges against the Security Deposit as described previously. Any such written statement and/or any refund check or statement of balance due will be mailed to RESIDENT'S last known address. RESIDENT agrees that any change of forwarding or last known address provided by RESIDENT to AGENT shall only bind AGENT if receipted for by AGENT. If more than one person signed this lease, AGENT may issue one check for the Security Deposit refund payable jointly to all RESIDENTS and mail such check to any last known address of any RESIDENT. Refunds cannot be picked up at the Carmel Partners central office or the on-site management office.

(c) If AGENT's damages resulting from RESIDENT'S failure to comply with the provisions of this Lease exceed the amount of the Security Deposit, AGENT will not be limited to the amount of the Security Deposit but may use all legal remedies available for collection of the actual amount of damages.

(d) RESIDENT understands and agrees that the Security Deposit may not be used by RESIDENT as part of payment or to set off any month's Monthly Rent due from RESIDENT.

Landlord: _____ Res: _____ Res: _____ Res: _____ Res _____



8) MOVE OUT INSPECTION. Upon move-out, RESIDENT agrees to schedule with AGENT an inspection of Premises. AGENT's representatives have no authority to bind or limit AGENT regarding deductions for repairs, damages, or charges. Any statements or estimates by AGENT or AGENT's representatives are subject to correction, modifications, or disapproval before final refunding or accounting. If RESIDENT fails to arrange a move-out inspection with AGENT, RESIDENT waives all rights to a joint inspection and any damage caused to the Premises will be determined solely by AGENT.

9) UTILITIES, in addition to Monthly Rent, RESIDENT agrees to pay for all utilities including ELECTRIC, GAS, WATER, SEWER, TRASH, TELEPHONE and CABLE and any applicable service/billing fees that are associated with the utilities. These fees are subject to change without notice. RESIDENT will not allow electricity or gas to be disconnected for any reason (including nonpayment of bill) until the end of RESIDENT'S occupancy of the Premises. It will be RESIDENT's responsibility to contact the various public utilities to arrange for all RESIDENT paid Utilities. Within one day after the RESIDENT takes occupancy of the Premises, RESIDENT shall transfer into RESIDENT's name or account, effective on the Commencement Date, all utilities servicing the Premises that are to be paid for by RESIDENT. If any AGENT paid utilities are interrupted or stopped for any reason, AGENT will use its best efforts to resume the utility service. However, such stoppage shall not constitute an actual or constructive eviction, cause an abatement of monthly rent, or in any manner for any purpose relieve RESIDENT from any obligations under this Lease. RESIDENT will not waste any utilities and will use them only for normal residential purposes. If RESIDENT fails to pay utilities, AGENT considers this a breach of the Lease and is entitled to the remedies described in herein.

10) DEFAULTS AND REMEDIES.

(a) RESIDENT will be deemed in default under this Lease if: (1) RESIDENT fails to pay Monthly Rent, or any other charges, promptly when due;(2) RESIDENT fails to comply with any of the other terms, conditions, or covenants of this Lease or any Addendums or Community Policies; and/or (3) RESIDENT abandons or leaves the Premises vacant before the expiration of the term of the lease.

(b) Upon default by RESIDENT, AGENT shall have all remedies provided for in this Agreement and at law. In the event of any default under this Agreement by AGENT, RESIDENT's remedies shall be limited to either an action for specific performance or declaratory judgment. RESIDENT waives the right to an award for damages in consideration of AGENT's Agreement to rent the Premises to RESIDENT. Each right and remedy provided to AGENT in this Agreement shall be cumulative and shall be in addition to each and every other right or remedy provided for in this Agreement and at law, whichever is greater, now or hereafter existing at law or in equity. The exercise or commencement of the exercise by AGENT of any one or more rights provided for in this Agreement or at law shall not constitute an election by AGENT or preclude the simultaneous or subsequent exercise by AGENT of any and all other rights or remedies.

11) ATTORNEY'S FEES. RESIDENT agrees to pay AGENT all costs incurred by AGENT in connection with collecting any rent, amounts or damages owing by RESIDENT under this Agreement or to enforce any provision of this Agreement, including but not limited to any collection costs and reasonable attorneys' fees from the date any such matter is turned over to an attorney and regardless of whether suit is commenced. In any suit, AGENT and RESIDENT agree that the court shall award to AGENT, AGENT'S reasonable attorneys' fees and costs if AGENT prevails in any such suit. RESIDENT agrees that suit shall have the broadest possible meaning and includes by way of example, but not by way of limitation, any lawsuit, governmental agency action including but not limited to any fair housing claim, or any other proceeding, between AGENT and RESIDENT to enforce this Agreement, arising from this Agreement, or in any way connected with this Agreement or RESIDENT's tenancy at the Premises, including but not limited to, litigation concerning RESIDENT's Security Deposit. Notwithstanding anything to the contrary in this Section or Lease, AGENT and RESIDENT agree that the Court shall award the prevailing party in any eviction, unlawful detainer, or action brought under their reasonable attorneys' fees and costs.

12) WAIVER OF RIGHT TO JURY TRIAL. RESIDENT agrees that any action or proceeding arising out of or in any way connected with this Agreement, regardless of whether such claim is based on contract, tort, or other legal theory, shall be heard by a court sitting without a jury and thus RESIDENT hereby waives all rights to a trial by jury.

13) FINANCIAL OBLIGATIONS OF RESIDENT. In the event it becomes necessary for the AGENT to serve an eviction notice, either because of nonpayment of rent, or failure of RESIDENT to abide by this Lease or its published Community Policies, it is understood by all parties to this Lease that AGENT'S service of an eviction notice, reentry or retaking possession of said Premises shall not be construed as an election on AGENT's part to release RESIDENT from RESIDENT's financial obligations stated within this Lease unless written notice of release of any monetary obligations shall be given to RESIDENT by AGENT or unless the termination and release of further monetary obligations shall be decreed by a court of competent jurisdiction.

14) ABANDONMENT.

(a)"Abandonment" means either:

(1) the absence of the RESIDENT from the Premises without notice to the AGENT for at least seven days while rent for the Premises is outstanding and unpaid for ten days and there is no reasonable evidence other than the presence of the RESIDENT's personal property that the RESIDENT is occupying the residence: or

(2) the absence of the RESIDENT for at least five days if the rent for the Premises is outstanding and unpaid for five days and none of the RESIDENT'S personal property is in the Premises.

Landlord: _____ Res: _____ Res: _____ Res: _____ Res _____



(b) If RESIDENT abandons the Premises or vacates the Premises upon the expiration or termination of this Lease while leaving personal property within the Premises, RESIDENT specifically and irrevocably waives RESIDENT's right of possession for all purposes and AGENT shall have the right, but not the obligation, to remove and dispose of said personal property as AGENT sees fit, at RESIDENT's sole risk and cost, without recourse by RESIDENT or any person claiming under RESIDENT against AGENT, AGENT'S representatives, and/or the property owner. RESIDENT acknowledges that AGENT is .in the business of renting premises and the removal of the property is necessary to AGENT's livelihood; and as such, RESIDENT shall indemnify AGENT, AGENT's representatives, and/or the property owner against any claim or cost for any damages or expense with regard to the removal, disposal and/or storage of the property. RESIDENT grants to AGENT full authority to immediately dispose of said chattel without notice, court order, or accountability.

(c) The Premises are also abandoned on the 10th day after the death of a sole RESIDENT.

15) NOTICE OF INTENTION TO VACATE-60 DAY NOTICE REQUIREMENT.

(a) If RESIDENT intends to vacate the Premises at any time and for any reason, RESIDENT shall give AGENT 60 days written notice of the date which RESIDENT intends to vacate ("vacate date"). RESIDENT shall give AGENT at least sixty (60) days written notice of RESIDENT's intent to vacate the Premises at the end of the Lease Term, any extension, or renewal, or (30) days written notice of RESIDENT's intent to vacate when RESIDENT has become a month-to-month tenant. RESIDENT's notice shall be effective if executed by any resident who executed this Lease regardless whether any or all other residents who executed this Lease sign the notice. RESIDENT's notice of intent to vacate shall only be effective if acknowledged and received for by AGENT. If RESIDENT gives proper notice, RESIDENT shall vacate on or before the last day of the notice period.

(b) If RESIDENT vacates without required and proper notice, regardless of the circumstances which RESIDENT vacates, RESIDENT shall be liable to AGENT for 60 days of market rent commencing the day after RESIDENT vacates the Premises less any amounts of rent previously or actually paid by the RESIDENT for the 60 days after RESIDENT vacates.

(c) If RESIDENT gives proper notice but vacates prior to the end of the notice period without paying all rent through the notice period, RESIDENT shall be liable to AGENT for 60 days of market rent less any amounts of rent previously or actually paid by RESIDENT covering the 60-day notice period.

(d) If RESIDENT fails to give required notice, RESIDENT agrees that the amounts agreed to be paid by RESIDENT in such event represent a fair amount and method to allocate the numerous risks and liabilities between RESIDENT and AGENT.

16) HOLDOVER. AGENT may terminate RESIDENT's tenancy at the end of any term, extension, or renewal upon thirty (30) days written notice to RESIDENT, prior to the end of the term, extension, or renewal being terminated. Any notice given by AGENT to any RESIDENT is notice to all Residents who executed this Lease and occupants of the Premises. AGENT may deliver any notice to RESIDENT by personal delivery or by posting on the Premises. If, without the consent of AGENT, RESIDENT continues in possession of the Premises, and fails to vacate or fails to turn in any keys after expiration and termination of any lease term, extension, or renewal, or after any notice to vacate, RESIDENT shall be wrongfully holding over. For any wrongful hold over period, RESIDENT shall pay AGENT rent in the amount of two (2) times the daily rent calculated by using the total monthly rent from the preceding month.

17) MONTH-TO-MONTH TENANCIES. If, with the consent of AGENT, RESIDENT continues in possession of the Premises after expiration of the Lease Term, any extension, or renewal, this Lease shall become a month-to-month lease, and remain in effect, subject to all of the terms and conditions of this Lease, until terminated by either party in accordance with requirements set forth in sections 15 and 16. If RESIDENT becomes a month-to-month tenant, RESIDENT shall pay AGENT for monthly rent equivalent to the last month of the proceeding term plus a month-to-month fee. RESIDENT shall be liable for and pay all monthly rent and month-to-month fees without prior notice or demand from AGENT. AGENT may raise any rent paid by RESIDENT when RESIDENT is a month-to-month tenant upon thirty (30) days' notice to RESIDENT prior to the 1st day of the month for which any rent increase would be effective. AGENT may terminate any month-to-month tenancy upon giving RESIDENT thirty (30) days' notice to vacate effective the last day of any month. Upon receipt of any notice to vacate from AGENT, RESIDENT shall vacate on or before the date specified in the notice.

18) LIQUIDATED DAMAGES-LEASE BREAK FEE.

(a) In addition to the Insufficient Notice Fee described in Section 15, if applicable, RESIDENT shall pay a lease break fee equal to one month market rent if, for any reason, prior to the end of the Lease Term, any extension, or renewal, RESIDENT vacates the Premises for any reason without fully performing all Lease covenants including RESIDENT's covenant to pay all rent due under the Lease (hereinafter "Lease Break Event") for any term, extension, or renewal other than a term for month-to-month. Upon the occurrence of a Lease Break Event, RESIDENT shall pay the lease break fee regardless of the circumstances which RESIDENT vacates including, but not limited to: voluntary surrender; at the request of AGENT as the result of RESIDENT's default under the Lease; as the result of an eviction or forcible detainer proceeding, or otherwise. RESIDENT does not have the option, in lieu of the lease break fee, of paying rent until the Premises are re-rented.

(b) RESIDENT agrees that the lease break fee is a liquidated damage amount agreed to by RESIDENT in consideration of, among other things, AGENT's waiver to seek from RESIDENT future rent for the entire amount of any uncompleted rental term, plus re-letting related fees, costs, and expenses in

Landlord: _____ Res: _____ Res: _____ Res: _____ Res _____



the event of RESIDENT's default. RESIDENT agrees the lease break fee only relieves RESIDENT from liability for the future payment of base monthly rent and re-letting related costs and expenses.

(c) RESIDENT's agreement to pay the lease break fee shall not, under any circumstances, release RESIDENT for any liability to AGENT under this Lease for any other charges or amounts due under the Lease including, but not limited to, unpaid utilities, cleaning charges, or any physical damages to the Premises. RESIDENT shall, at all times, remain liable for said amounts or any other breaches of the Lease, and AGENT shall retain all remedies for RESIDENT's breaches and other non-compliance with the Lease. RESIDENT shall not be released from liability on this Lease for any reason whatsoever unless specifically released by AGENT in writing.

19) DELAY IN DELIVERY OF POSSESSION. If AGENT is unable to deliver possession of the Premises on the Commencement Date for any reason, AGENT shall not be liable for failure to deliver possession on that date, but RESIDENT's rent payable under this Lease shall be abated until AGENT delivers possession to RESIDENT. If the Premises are not delivered to RESIDENT within thirty (30) days from the date promised, either RESIDENT or AGENT may thereafter terminate this Lease by written notice. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that do not prevent RESIDENT from occupying the Apartment or if AGENT has offered to RESIDENT substitute Premises of comparable location and quality at no additional cost to RESIDENT. If this Lease is not terminated, the original termination date shall not be extended by reason of any delay in delivering possession of the Premises.

20) ACCEPTANCE OF PREMISES. MOVE-IN/MOVE-OUT INSPECTION AGREEMENT.

(a) ACCEPTANCE. RESIDENT acknowledges that RESIDENT has inspected the Premises, and that the Premises are in an acceptable "as is" condition, and that the Premises are in good, clean, and acceptable repair except as specifically may otherwise be agreed to by the parties in writing on RESIDENT's Move-In/Move-Out Checklist. Unless prohibited by law, RESIDENT accepts the Premises without representation or warranty of any kind, whether express or implied, including any warranty or covenant of quiet enjoyment. AGENT specifically disclaims any warranty or covenant of quiet enjoyment

(b) MOVE-IN/MOVE-OUT INSPECTION AGREEMENT. Immediately upon occupying, RESIDENT will inspect the Premises upon occupancy and report any defects or problems on the Move-In/ Move-Out Inspection Agreement (Inspection Agreement) provided herewith. The Inspection Agreement must be signed and returned to the AGENT within 48 hours of occupancy upon which it will be attached hereto and made a part hereof. RESIDENT's failure to report any defects or problems with the Premises on the Inspection Agreement is and shall be a binding admission that the items described therein are acceptable and in good condition.

21) SURRENDER OF THE PREMISES. MOVE OUT INSPECTION. RETURN OF KEYS.

(a) SURRENDER.

(1) RESIDENT agrees that, upon the termination of RESIDENT's tenancy, RESIDENT will peacefully surrender the Premises to

AGENT, in the same condition as when first leased to RESIDENT, ordinary wear and tear excepted. RESIDENT must thoroughly clean the Premises, including doors, windows, closets, bedrooms, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms, and otherwise fully comply with AGENT's written move out and cleaning policies which are incorporated by reference. If RESIDENT does not clean adequately, RESIDENT shall be liable for reasonable cleaning charges including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear and tear.

(2) RESIDENT agrees to vacate the Premises before 12:00 Noon on the last day of RESIDENTs tenancy. The last date of tenancy is defined as the date that all keys previously issued are returned to the Management Office.

(b) MOVE OUT INSPECTION. RESIDENT shall arrange to meet AGENT at the Premises, prior to final move out, to inspect the Premises using AGENT's Move-In/Move-Out Checklist.

(c) RETURN OF KEYS. Upon move out, RESIDENT shall deliver to AGENT at the onsite Management Office, all keys to the Premises, access cards or devices and remotes (collectively "keys") issued by AGENT to RESIDENT to avoid disputes regarding the date RESIDENT vacated and surrendered the Premises. RESIDENT shall not have vacated and surrendered possession of the Premises to AGENT until and unless RESIDENT has either turned in all keys to the Premises and AGENT has acknowledged receipt of RESIDENT's keys, or RESIDENT has abandoned the Premises, If RESIDENT fails to turn in keys, RESIDENT agrees that RESIDENT shall be liable for rent and any other damages in accordance with this Lease through the date RESIDENT vacated and surrendered the Premises as determined by AGENT in AGENT's reasonable judgment.

22) USE AND OCCUPANCY. RESIDENT agrees that the Premises shall be used only as a private residence by RESIDENT and authorized Occupants listed on page 1 of this Lease, and for no other purposes, including the business of childcare, without prior written consent of AGENT.

Landlord: _____ Res: _____ Res: _____ Res: _____ Res _____



The Premises will not be occupied by any persons other than the RESIDENT and authorized Occupant(s) for more than 10 consecutive or non-consecutive days. RESIDENT UNDERSTANDS THAT THE MAXIMUM OCCUPANCY OF THE PREMISES IS TWO (2) PERSONS PER FULL SIZE BEDROOM PLUS ONE.

23) CONDUCT. RESIDENT will obey, and will cause any Occupants, Guests and/or Invitees to obey, all Federal, State and local laws and ordinances affecting the Premises and/or the Apartment Community and will not use or permit the Premises and/or Apartment Community to be used for any purpose prohibited by such laws. RESIDENT WILL ABIDE BY AND WILL CAUSE ALL PERSONS OCCUPYING OR VISITING THE PREMISES TO ABIDE BY THE COMMUNITY POLICIES FOR THE PROPERTY ADOPTED FROM TIME TO TIME BY AGENT. RESIDENT, RESIDENT's occupants and guests, will not engage in the following prohibited activities: loud or obnoxious conduct, including unreasonable odors, disturbing or threatening the rights, comfort, health, safety, property or convenience of others in or near the Apartment Community, including unreasonably hostile communications (including unreasonably foul language) with the AGENT, AGENT'S representatives, Owner, or Owner's representatives. RESIDENT will not use or keep or permit to be used or kept any substance in or about the Premises or use or permit the use of the Premises in any manner that may jeopardize any insurance coverage maintained by AGENT and/or property owner on the Building or Property, or increase the cost of such insurance, or that may be offensive or annoying to the other residents of the Building. RESIDENT will not commit any waste and will not cause or permit any nuisance to be maintained, on or about the Premises, Building or Property. RESIDENT will also be responsible for any damages caused by his/her misuse or neglect. In addition, any damages caused by unsupervised children of RESIDENT, Occupant(s) and/or guest(s) will be charged to RESIDENT.

24) RESIDENT SAFETY AND PROPERTY LOSS. RESIDENT and all Occupants and guests must exercise due care for RESIDENT's own and others' safety and security, especially in the use of smoke detectors, dead bolt locks, keyless bolting devices, window latches, and other security devices.

Smoke and Carbon Monoxide Alarms. AGENT will furnish smoke and/or carbon monoxide alarms (collectively referred to as "alarms") if required by statute and will test them and provide working batteries when RESIDENT first takes possession of the Premises. After that, RESIDENT must pay for and replace batteries as needed, unless the law provides otherwise. AGENT may replace dead or missing batteries without prior notice to RESIDENT. RESIDENT must: (a) keep, test and maintain all alarms in good repair; (b) immediately notify AGENT in writing if the batteries of any alarms need to be replaced; (c) immediately notify AGENT in writing if any alarms are stolen, removed, found missing, or found not operational during the RESIDENT'S occupancy of the premises; and (d) immediately notify AGENT in writing of any deficiency in any alarms that the RESIDENT cannot correct. Neither RESIDENT nor others may disconnect the alarms. RESIDENT will be liable to AGENT and others for any loss or damage from fire, smoke, carbon monoxide or water if that condition arises from RESIDENT or RESIDENT'S guests and/or occupants disconnecting any alarms or RESIDENT'S failure to abide by items (a) through (d) as stated above in this paragraph.

Crime or Emergency. Dial 911 or immediately call local fire, police, or EMS authorities in case of fire, smoke, or suspected criminal activity involving imminent harm. RESIDENT should then contact AGENT's representative. RESIDENT will not treat any of AGENT's security measures as an express or implied warranty of security or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, AGENT is not liable to RESIDENT or any guests or Occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. AGENT is not obliged to furnish security personnel, security lighting, security gates or fences, security cameras, or other forms of security unless required by statute. Although AGENT currently requires criminal-history checks on any new residents and occupants over the age of eighteen, AGENT is not required to obtain such information and is not responsible for any errors or omissions contained in any criminal-history checks. If RESIDENT or any Occupant or guest is affected by a crime, RESIDENT must make a written report to AGENT'S representative and to the appropriate local law-enforcement agency. RESIDENT must also furnish AGENT with the law-enforcement agency's incident report number upon AGENT's request.

25) PETS. Pets are not permitted in the Premises or the Property unless approved in writing by the AGENT. The AGENT will authorize a working animal for a disabled person upon receipt of proper documentation. If a pet is permitted on the Property, RESIDENT acknowledges that RESIDENT must sign a pet addendum thereby agreeing to adhere to AGENT's pet regulations, including any applicable animal weight limit or breed restriction, pay a pet deposit, a nonrefundable pet fee and any applicable additional pet Rent required by AGENT due to the presence of RESIDENT's pet. In the event a pet deposit is paid, RESIDENT acknowledges that the pet deposit will become part of the general security deposit and may be used as security for RESIDENT's payment of Rent and other charges due under this Lease whether or not the charges are related to RESIDENT's pet. In the event that RESIDENT, occupants or guests violate any restrictions regarding pets, RESIDENT will be charged a fee of \$50 per pet and a daily charge of \$5.00/ day per pet from the day the pet was brought to the Premises until the pet is removed. RESIDENT will also be deemed to be in default of this Lease and AGENT shall be entitled to pursue any and all rights and remedies it has against RESIDENT. Additionally, if RESIDENT leaves an authorized or unauthorized animal in the Premises for an extended period of time without being properly supervised and/or cared for, AGENT may call the local humane society and/or County Animal Control office to take possession of the animal.

26) WATERBEDS. No waterbed or similar water-filled device shall be placed in or about the Premises without the prior written consent of AGENT; if such consent is granted, said waterbed or device shall be fully lined, and RESIDENT agrees to deposit with AGENT proof of adequate insurance, and any other additional damage deposit required by AGENT, in its sole and absolute discretion. RESIDENT shall be liable for any and all damage caused by a water-filled device, and shall promptly reimburse AGENT for it.

27) ANTENNA AND SATELLITE DISHES. RESIDENT may, at RESIDENT's own expense, install a satellite dish that does not exceed one meter in diameter, or TV, radio or CE antenna on a balcony, balcony railing or patio provided that such device is located completely within the leased Premises and does

Landlord: _____ Res: _____ Res: _____ Res: _____ Res _____



not protrude beyond the balcony railing or patio line. Installation is not permitted on windows or roofs and shall not be connected to the Property's telecommunication or electric systems. RESIDENT may not damage or alter the Premises or Property whatsoever and may not drill holes in any exterior or interior walls, roofs, windows or balcony railings. No cable lines may be exposed along the exterior of the building. RESIDENT shall be solely liable for such device and hereby agrees to indemnify AGENT, the Owner and their agents, assigns and successors for any and all claims resulting from RESIDENT's installation, removal, maintenance and/or use of said device. RESIDENT agrees to provide AGENT with a Certificate of Insurance evidencing that RESIDENT has obtained general liability insurance in the amount of not less than \$100,000 and an Additional Insured Endorsement naming AGENT and Owner as additional insureds on the policy.

28) MAINTENANCE OF PREMISES.

- (a) RESIDENT agrees to keep and maintain the Premises in good state of repair and order and in a clean and sanitary condition, and in particular, shall comply with all applicable provisions of building codes regarding public health and safety. RESIDENT shall keep the Premises in a fit and habitable condition. RESIDENT agrees to clean and maintain the premises to help prevent the presence of any pests. If RESIDENT becomes aware of a pest problem, RESIDENT shall notify AGENT immediately, and, if AGENT or AGENT's contractor(s) treat the premises for pest elimination and/or prevention, RESIDENT will cooperate with each of AGENT's request(s) to RESIDENT to prepare the premises for treatment(s).
- (b) RESIDENT agrees to (1) dispose of all ashes, rubbish, garbage and waste in a clean and safe manner; (2) use all plumbing, electrical, sanitary, heating, ventilating, air conditioning facilities and appliances in a safe and reasonable manner; and (3) generally conduct him/herself and invited guests in a manner so as not to disturb, deface, damage, or otherwise harm any part of the Premises or Property.
- (c) Unless AGENT instructs otherwise, RESIDENT must for 24 hours a day during freezing weather: (1) keep the apartment heated to at least 50 degrees Fahrenheit; (2) keep cabinet and closet doors open; and (3) drip hot and cold-water faucets. RESIDENT will be liable for damage to AGENT'S and others property if damage is caused by broken water pipes due to RESIDENT violating these requirements.
- (d) RESIDENT agrees not to alter or remove AGENT'S property, including alarm systems, smoke detectors, furniture, telephone, and cable TV wiring, screens, locks and security devices. When RESIDENT moves in, AGENT will supply light bulbs for fixtures AGENT furnishes. After that, RESIDENT will replace them at RESIDENT'S expense with bulbs of the same wattage.

29) ALTERATIONS. RESIDENT will not make any alterations to the Premises including but not limited to repairs, painting, wallpaper, carpeting, modification of electrical appliances, electrical changes, additional phone or TV-cable outlets, alarm systems, and changing or adding locks, without express written consent of the AGENT. No holes or stickers are allowed inside or outside the Premises. AGENT will permit a reasonable number of small nail holes for picture hanging in sheetrock walls and grooves of wood-paneled walls, unless AGENT'S rules state otherwise, RESIDENT'S improvements to the Premises (whether or not the AGENT consents) become AGENT'S unless AGENT agrees otherwise in writing.

30) REPAIRS AND MALFUNCTIONS RESIDENT shall promptly request, in writing, or by completing a Maintenance Request form, any repairs to be made to the Premises or its fixtures, alarm devices, and other equipment, etc., which belong to the Owner. In case of malfunctions of equipment, fixtures, alarm devices, or utilities, or damage by fire, water or other causes, RESIDENT shall notify AGENT immediately. AGENT shall, upon actual receipt by AGENT of such written request for repairs, act with reasonable diligence in making such repairs and the Lease shall continue in full force and effect and the Rent shall not abate during such period, except within the meaning of Paragraph 19. AGENT may temporarily turn off equipment and interrupt utilities to the Premises or Property to avoid damage to Property or to perform maintenance requiring it. RESIDENT will reimburse AGENT for the cost of any repairs to the Premises, Building or Property made necessary by RESIDENT's unauthorized alterations or the negligent or careless use by RESIDENT, Occupants or any of their visitors. RESIDENT waives the right to make any repairs to the Premises at AGENTS expense.

31) CASUALTY OR CONDEMNATION. If the Premises are damaged by fire or other casualty, AGENT will repair it with reasonable dispatch after notice of such damage. If AGENT decides that the Premises or the Building (though the Premises may not be affected) are uninhabitable due to fire or other casualty, and cannot be occupied while AGENT makes repairs, RESIDENT agrees to vacate the premises within a reasonable period of time to be approved by AGENT. If the Premises are rendered totally uninhabitable by fire or other casualty, or if the Building (though the Premises may not be affected) is so damaged that AGENT decides, within a reasonable period of time, not to rebuild, the Term of the Lease will cease and Monthly Rent will be paid up to the date of such damage, or the date of last possession by RESIDENT, whichever occurs last, and both parties will be relieved of further obligations hereunder. If the whole or any part of the Premises is taken by a competent authority under eminent domain for any public or quasi-public use or purpose, then the Lease Term will terminate on the date when possession of the part so taken is required for such use or purpose. All damages awarded for such taking will belong to and be the property of AGENT.

32) LIABILITY.

(a) Unless prohibited by law, RESIDENT, RESIDENT's family, Occupants, guests, invitees, or any person entering on or about the Premises due to RESIDENT (hereinafter collectively "RESIDENT") assume any risk(s) whatsoever of damage or injury, whether to person or property, loss, or destruction of property, in connection with RESIDENTs occupancy of the Premises or in association with RESIDENT's use of the community of which the Premises are a part (hereinafter "Risks"). Such Risks include but are not limited to damage or injury caused by third parties, fire, smoke, water, water leaks, ice, hail, snow, wind, lightning, explosions, mold, environmental problems, theft, vandalism, weather or natural elements, interruption of heating/cooling,

Landlord: _____ Res: _____ Res: _____ Res: _____ Res _____



utilities, and plumbing systems, use of storerooms or lockers, use of swimming pools, amenities, and recreational facilities located in the apartment community or the lands constituting the same. AGENT has no duty to remove any ice, sleet, or snow but may remove any amount with or without obligation, notice, or liability. RESIDENT agrees that all property kept in the Premises shall be at the risk of the RESIDENT.

(b) BECAUSE RESIDENT IS NOT COVERED BY AGENT'S INSURANCE AND BECAUSE OF THE RISK ASSUMED BY RESIDENT UNDER THIS LEASE AND SECTION, AGENT RECOMMENDS AND URGES RESIDENT TO SECURE ADEQUATE RENTER'S, PROPERTY, AND LIABILITY INSURANCE TO INSURE AND PROTECT RESIDENT AGAINST RISK OF LOSSES.

AGENT reserves the right to require RESIDENT to obtain renter's insurance in the future. Should AGENT exercise this right, AGENT will notify RESIDENT at least 30 days prior to the commencement of such requirement. On or before such commencement date identified in any such notice, RESIDENT shall obtain the required insurance and provide proof of insurance to AGENT and, thereafter, shall maintain such insurance until RESIDENT vacates the Premises and shall furnish proof of insurance to AGENT on an annual basis. If RESIDENT fails to obtain and maintain such insurance, RESIDENT's failure shall constitute a material breach of this Lease. To avoid such a breach, RESIDENT agrees that AGENT may purchase, at RESIDENT's expense, a policy of standard coverage which meets such insurance requirements.

(c) To the greatest extent permitted by law, AGENT shall not be liable to RESIDENT, even for negligent acts or omissions of AGENT or AGENT's agents, for any damage or injury, whether to person or property, loss, or destruction to RESIDENTS property, including but not limited to any damage or injury, whether to person or property, loss, or destruction of property sustained by RESIDENT from any cause including but not limited to the causes and risks set forth herein.

(d) To the greatest extent permitted by law, RESIDENT agrees to hold AGENT, AGENT'S REPRESENTATIVES, AND OWNER harmless and to indemnify AGENT, AGENT'S REPRESENTATIVES AND OWNER against and from any lawsuit, loss, cost, expense, damage, or claim including attorneys' fees and costs resulting from any injury, whether to property or to person, whether to RESIDENT, RESIDENT's family, occupants, guests, invitees, or any person entering the Premises or the community of which the Premises is a part. If AGENT is legally subpoenaed or contacted by a representative from a law enforcement/government agency for information on RESIDENT or OCCUPANT(S) or RESIDENT'S rental history, AGENT may provide said information without liability.

(e) Unless prohibited by law, RESIDENT waives any insurance subrogation rights or claims against AGENT, Owner and their insurers.

(f) No employee, agent, or management company is personally liable for any of AGENT's contractual, statutory, or other obligations merely by virtue of acting on behalf of AGENT. All provisions regarding AGENT's non or no-liability and no-duty apply to AGENT's employees, agents, and management companies.

33) ASSIGNING AND SUBLETTING THE PREMISES. RESIDENT will neither assign this Lease nor sublet or transfer the Premises or any part thereof without AGENT's prior written consent, which consent may be withheld at AGENT's sole discretion. AGENT's written consent to one assignment, subletting or transfer will neither constitute AGENT's consent to any subsequent assignment, subletting or transfer nor will any such written consent release RESIDENT from liability under this Lease. RESIDENT will not keep roomers or boarders. Only RESIDENT, Occupants listed herein and temporary guests residing for less than ten days may occupy the Premises.

34) ACCESS. AGENT may enter the Premises at any reasonable time with a pass key or otherwise to examine it, make needed repairs, or for any other lawful purpose. If no one is in the Premises, then repairers, servicers, or AGENT's representatives may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means if locks have been changed in violation of this Lease contract). RESIDENT agrees that notification to AGENT of a service request grants AGENT authority to enter the Premises at all reasonable times for the purpose of that request, and AGENT must have advanced written permission from RESIDENT regarding RESIDENT's request for AGENT to allow other persons access to RESIDENT's apartment for others (i.e., delivery personnel, service personnel, friends, etc.). RESIDENT is aware that, under these circumstances, AGENT and Owner are not responsible for lost or stolen articles, damage or doors left unlocked. In addition, RESIDENT agrees to permit AGENT to show the Premises to potential residents during business hours Monday through Sunday within the 60-day period after RESIDENT has given RESIDENTS notice of intention to vacate.

35) JOINT AND SEVERAL LIABILITY. It is understood and agreed that each party signing this Lease as RESIDENT is individually responsible for the full performance of all RESIDENT's obligations under this Lease, including any and all financial obligations and it is further agreed that each and all signers herein are jointly and severally liable for any and all financial obligations. If RESIDENT or any guest or occupant violates the Lease or Community Policies, all RESIDENTS are considered to have violated the Lease.

36) VEHICLES. AGENT is not responsible for the safety of or damage to RESIDENT's, Occupants', or any guests' vehicles. AGENT reserves the right, but not the obligation, to assign specific parking spaces at the Property. AGENT may also designate specific areas for prospective RESIDENTS or handicapped parking. RESIDENT must utilize only designated unassigned parking spaces. Boats, campers, other recreational vehicles, and trailers are not permitted on the Property at any time. In addition, oversized vehicles are defined as exceeding the boundary of one parking space and are not permitted. Commercial vehicles are permitted on the Property only with prior written consent of AGENT. Prohibited vehicles, derelict vehicles, inoperable vehicles (including flat tires or other conditions rendering it inoperable), unlicensed vehicles, vehicles with expired license plates or

Landlord: _____ Res: _____ Res: _____ Res: _____ Res _____



inspection stickers, abandoned vehicles, vehicles parked in a space assigned to another resident, vehicles parked in a marked handicap space without the legally required handicap insignia, vehicles parked in an area of the parking lot that is undergoing repair, repaving or striping, vehicles belonging to a resident or occupant who have surrendered, abandoned or been evicted from the Premises, and vehicles parked in a tow-away zone or otherwise impeding traffic, will be towed away without notice at the vehicle owner's expense. Vehicles and motorcycles are not permitted on the sidewalks, in landscaped areas or in any building at any time. Assigned carports or garages must be used for actively working vehicles only. No storage of vehicles is allowed on the property. RESIDENT further agrees not to make any repairs of motor vehicles or recreational items on the premises without the written consent of AGENT.

37) COMMUNITY POLICIES. RESIDENT, RESIDENT's guests and Occupants shall comply with written Premises rules (including community policies) which shall be considered part of this Lease. AGENT may make reasonable rule changes if in writing and distributed to all units in the Premises community. Changes are effective immediately; RESIDENT shall be liable to AGENT for damages caused by RESIDENT or RESIDENT's guests or occupants. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress.

38) GENERAL PROVISIONS.

(a) This Lease, together with any written agreements executed by AGENT and RESIDENT at the same time they executed this Lease, contains the entire agreement between the parties and no change, modification or discharge, in whole or in part, of this Lease will be binding on a party unless in writing and signed by such party. THERE ARE NO ORAL UNDERSTANDINGS, terms or conditions, and neither party has relied upon any representations or warranties, expressed or implied, that are not contained in this Lease or in an addendum executed by all parties herein.

(b) Any liability for damages, breach or nonperformance by AGENT, or arising out of the subject matter of, or the relationship created by, this Lease, will be collectible only out of AGENTS interest in the Property and no personal liability is assumed by, or will at any time be asserted against, AGENT, its parent and affiliated corporations, its owners and their partners, venturers, directors, officers, agents, servants and employees, or any of its or their successors or assigns; all such liability, if any, being expressly waived and released by RESIDENT.

(c) This Lease is subject and subordinate to any deed of trust or mortgage now or later encumbering the Building. RESIDENT agrees to sign such documents as may be reasonably necessary to give full effect to such subordination.

(d) No waiver of any provision of this Lease will be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver will affect any provision other than the one specified in such waiver, and only for the time and in the manner specifically stated.

(e) Unless AGENT has given a written release, RESIDENT will not be released from this Lease for any reason, including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, separation, divorce, loss of co-residents, loss of employment or bad health.

(f) If any provision of this Lease is declared void or is unenforceable by a final judicial or administrative order, this Lease will continue in full force and effect, except that the void or unenforceable provision will be deemed deleted and replaced with a provision as similar in terms to such void or unenforceable provision as may be possible and be valid and enforceable.

(g) RESIDENT acknowledges that RESIDENT has read this Lease and Community Policies and understands them and has been furnished with copies of the same. This Lease is not valid unless signed by all parties.

(h) RESIDENT further understands that, in the event RESIDENT dies while residing at the Premises, AGENT shall only be obligated to release information and property as set forth in the Colorado Probate Code.

39) MILITARY. If RESIDENT becomes an active duty member of the United States Armed Forces or in the event of a military transfer, of not less than 90 days, by an active duty member of the United States Armed Forces to another active duty station, RESIDENT may terminate the Lease, without penalty, in accordance with the following terms and conditions: (i) RESIDENT must deliver to AGENT at least thirty (30) days prior written Notice to Vacate; (ii) RESIDENT must deliver to AGENT a copy of the official permanent change-of-station orders to permanently depart the local area to a military base which is more than fifty (50) miles from either: (a) the main gate of the military base to which RESIDENT was assigned to as of the Effective Date or (b) in the case of a new active duty member, from the Community; (iii) RESIDENT must pay 30 days rent after AGENT acknowledges receipt of the 30 day Notice to Vacate; (iv) RESIDENT must pay 30 days rent after AGENT acknowledges receipt of the 30 day Notice to Vacate; and (v) RESIDENT must make satisfactory arrangements with AGENT to pay all costs incurred by AGENT to repair damages to the Premises, if any. Upon completion of the above terms and conditions, RESIDENT's obligations and responsibilities under the Lease shall then be deemed fulfilled. A transfer due to deployment (unless RESIDENT no longer receives quarters allowance), separation, retirement or enlistment term expiration and/or a move to base housing does not constitute a permanent change of station order. After RESIDENT has vacated the Premises, RESIDENT is entitled to return of RESIDENT's Security Deposit, less lawful deductions for any unpaid balance and damages to the Premises, reasonable wear and tear accepted. The release of a RESIDENT under this paragraph will not release any other RESIDENT, unless such other RESIDENT is the spouse or legal dependent of the RESIDENT receiving permanent change-of-station orders.

Landlord: _____ Res: _____ Res: _____ Res: _____ Res _____



40) WATER INTRUSION. RESIDENT shall keep the premises, particularly the kitchen, bathroom(s), carpets and floors, clean and sanitary at all times through regular vacuuming, mopping and use of household cleaners on hard surfaces. RESIDENT shall immediately and consistently remove all visible moisture from all surfaces in the apartment. RESIDENT shall periodically inspect all sinks, bathtubs, toilets, shower enclosures, refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, dehumidifiers 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. RESIDENT shall immediately inform AGENT in writing of any water leaks or signs of water leaks as well as any missing grout or caulk in tiled areas. RESIDENT shall reasonably prevent and shall immediately clean and dry all plant watering overflows, beverage spills, cooking spills, pet urination, and overflows from fixtures and appliances. RESIDENT shall ensure that all shower doors and curtains are utilized to prevent water from escaping any tub or shower enclosure. RESIDENT shall not allow damp clothes and towels to accumulate and shall consistently hang towels on towel racks to allow them to dry. RESIDENT shall keep all windows and doors closed during adverse weather and when the apartment is unattended. In the event of visible accumulation of mold on hard surfaces, RESIDENT 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, RESIDENT shall apply a spray-on type biocide (such as Lysol Disinfectant or Pine-Sol Disinfectant) in accordance with the product's instructions and labeling. RESIDENT shall place and store RESIDENT's personal property to prevent it from becoming wet or damaged in the event of water leakage, backup or flooding.

RESIDENT agrees to contribute to the prevention of mold growth by taking the following actions: (a) open windows frequently to allow an exchange of air and permit the introduction of sunlight throughout the unit; and (b) maintain a general temperature of 68.5F-76.0F (winter) and 74.0E-80.0F (summer) and a general relative humidity between 30% and 50% within the unit at all times; and (c) do not block or cover any heating ventilation or air conditioning supply diffusers and/or return grills in the unit; and (d) recognize that "personal air cleaners" have been linked to unacceptable amounts of ozone in indoor environments, and that the use of "personal air cleaners" is discouraged.

AGENT and Owner Obligations Regarding Water Intrusion: Upon written notification by RESIDENT, AGENT and Owner shall within a reasonable time, repair water leaks in the premises and, clean or apply biocides to visible mold on porous surfaces such as sheetrock walls and ceilings.

Remedies: AGENT and Owner do not want-ant or represent that the premises shall be free from mold. Leaks and/or mold caused by the misuse, use or neglect of RESIDENT or any Occupants, guests or invitees of RESIDENT, or by any violation of the Lease or this Paragraph 40 by RESIDENT, or any Occupants, guests or invitees of RESIDENT shall be a material violation of the Lease allowing AGENT 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 a court of competent jurisdiction determines that AGENT and/or Owner breached this Paragraph 40, RESIDENT's sole and exclusive remedy shall be to immediately vacate the apartment and RESIDENT's obligations to continue to pay rent shall terminate on the date RESIDENT delivers possession of the premises to AGENT. AGENT and Owner shall in no event be liable for consequential damages such as damages to RESIDENT's personal property or claims of adverse health conditions associated with exposure to mold.

Warranties, Indemnification's and Releases:

RESIDENT hereby indemnifies and shall hold AGENT and Owner harmless from any and all claims or causes of action, arising (in whole or in part) from RESIDENT's breach of the obligations contained in this Paragraph 40, RESIDENT hereby releases AGENT and Owner from any and all claims of RESIDENT or Occupants for the presence of mold in the apartment, other than claims based on breach of this Paragraph 40 by AGENT and/or Owner and further releases AGENT and Owner from any and all claims of consequential damages such as damages to RESIDENT's personal property, or claims of adverse health conditions associated with exposure to mold.

41) LEAD PAINT DISCLOSURE:

APPLICABLE ONLY IF CHECKED HERE

HOUSING BUILT BEFORE 1978 MAY CONTAIN LEAD-BASED PAINT. LEAD FROM PAINT, PAINT CHIPS, AND DUST CAN POSE HEALTH HAZARDS IF NOT TAKEN CARE OF PROPERLY. LEAD EXPOSURE IS ESPECIALLY HARMFUL TO YOUNG CHILDREN AND PREGNANT WOMEN. BEFORE RENTING PRE-1978 HOUSING, LANDLORDS MUST DISCLOSE THE PRESENCE OF KNOWN LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS IN THE DWELLING. RESIDENTS MUST ALSO RECEIVE A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING PREVENTION.

AGENT'S DISCLOSURE (INITIAL):

(A) PRESENCE OF LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARDS (CHECK ONE BELOW): Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Agent has no knowledge of lead-based paint and/or lead-based paint hazards in the housing,

(B) RECORDS AND REPORTS AVAILABLE TO THE AGENT (CHECK ONE BELOW):

Landlord: _____ Res: _____ Res: _____ Res: _____ Res _____



Agent has offered the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Agent has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

RESIDENT'S ACKNOWLEDGMENT (INITIAL):

(C) RESIDENT HAS RECEIVED COPIES OF ALL INFORMATION LISTED ABOVE (IF REQUESTED).

(D) RESIDENT HAS RECEIVED THE PAMPHLET "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME".

AGENT'S ACKNOWLEDGMENT (INITIAL):

(E) AGENT HAS INFORMED THE LEASOR OF THE LEASOR'S OBLIGATIONS AND IS AWARE OF HIS/HER RESPONSIBILITY TO ENSURE COMPLIANCE.

42) ASBESTOS DISCLOSURE:

APPLICABLE ONLY IF CHECKED HERE

HOUSING BUILT BEFORE 1981 MAY CONTAIN POTENTIAL ASBESTOS CONTAINING MATERIALS. ASBESTOS CAN POSE HEALTH PROBLEMS IF NOT TAKEN CARE OF PROPERLY. DISTURBING OR DAMAGING CERTAIN INTERIOR PREMISES OR COMMUNITY SURFACES MAY INCREASE THE POTENTIAL EXPOSURE TO ASBESTOS. ASBESTOS-CONTAINING MATERIAL CAN BECOME HAZARDOUS WHEN, DUE TO DAMAGE, DISTURBANCE, ETC. THEY RELEASE FIBER INTO THE AIR. THEREFORE, IT IS IMPORTANT THAT YOU, AS A RESIDENT(S) DO NOT DO ANY CUTTING, DRILLING OR SAWING INTO THE CEILING, WALLS OR FLOORING IN YOUR APARTMENT. IN LIGHT OF THIS HOWEVER, INTACT AND UNDISTURBED ASBESTOS CONTAINING MATERIALS DO NOT POSE A HEALTH RISK. RESIDENT MUST NOTIFY IN WRITING IF ANY PORTION OF THE CEILING, WALLS OR FLOORING ARE PIERCED, DAMAGED, DISTURBED OR REMOVED.

AGENT'S DISCLOSURE (INITIAL):

(A) PRESENCE OF POTENTIAL ASBESTOS CONTAINING MATERIALS (CHECK ONE BELOW):

Known potential asbestos containing materials are present in the housing (explain):

Agent has no knowledge of asbestos containing materials in the housing.

(B) RECORDS AND REPORTS AVAILABLE TO THE AGENT (CHECK ONE BELOW):

Agent has offered the Resident with all available records and reports pertaining to potential asbestos containing materials in the housing (list documents below):

Agent has no reports or records pertaining to potential containing materials in the housing.

43) FAIR HOUSING ACCOMMODATIONS.

AGENT and Owner are dedicated to honoring Federal and Colorado Fair Housing Laws. Accommodations will be made/allowed as reasonably necessary to the policies and regulations of the community in order to enable Residents with disabilities to utilize the rental premises. The AGENT reserves the right to require reasonable medical evidence of the disability and that the requested accommodation is necessary. The RESIDENT may be required to restore the premises to their prior condition if failure to make restoration would interfere with the owner's or next resident's use and enjoyment of the premises.

ALL PERSONS WILL BE TREATED FAIRLY AND EQUALLY WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, HANDICAP, OR NATIONAL ORIGIN IN COMPLIANCE WITH THE FAIR HOUSING ACT.

BY SIGNING BELOW, RESIDENT(S) HEREBY ACKNOWLEDGES READING AND UNDERSTANDING THE TERMS OF THIS LEASE AND HAS BEEN FURNISHED WITH A COPY HEREOF:

Landlord: _____ Res: _____ Res: _____ Res: _____ Res: _____

ELOQUENT

Property Management & Design



RESIDENT: _____

RESIDENT: _____

RESIDENT: _____

RESIDENT: _____

LANDLORD: _____

ELOQUENT PMD FOR OWNER

BY: _____

Tenant for Owner

BY: _____

Authorized Community Agent

Landlord: _____ Res: _____ Res: _____ Res: _____ Res _____