



3520 Galley Road, Ste 200
Colorado Springs, CO 80909
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RESIDENTIAL LEASE

THIS LEASE is made this _____ day of _____, 20____, between **A Cut Above Property Management, Inc**, hereinafter referred to as Landlord, whose address is **3520 Galley Road, Ste 200, Colorado Springs, CO. 80909**, and _____, hereinafter referred to collectively as Tenant: Landlord is the Agent for the owner of the property. This lease is between Landlord and Tenant and the obligations of Tenant under this lease run directly in favor of Landlord and the Owner of the property.

WITNESSETH, Landlord, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said Tenant, their executors and administrators, has leased and does hereby lease unto the said Tenant the premises known as:

WHEREFORE, the parties agree as follow:

1. **TERM OF LEASE:** Tenant TO HAVE AND TO HOLD, the above-described premises with appurtenances, from the _____ day of _____ 20____, until the _____ day of _____ 20____. Tenant, in consideration of the leasing of the premises aforesaid by the Landlord covenants and agrees to pay the Landlord the total sum of \$ _____ (_____), an initial payment of \$ _____ and the remainder in equal monthly installments, in advance, of \$ _____ each, with the first payment due _____, 20____ and like payments thereafter on or before the FIRST DAY of each month. Monthly rental payments in the form of a check or certified funds shall be mailed or otherwise delivered to Landlord at, **A Cut Above Property Management Inc, 3520 Galley Road, Ste 200, Colorado Springs, CO. 80909**. Rent or any other charge shall not be considered paid until actually received by Landlord and Tenant shall bear all risk for mailing or any other type of delivery of the rent.

Landlord cannot guarantee that the property will be available to Tenant on the date set out above. If the existing tenant fails to vacate as agreed or damage to the property, beyond Landlord's control occurs, Landlord will take all appropriate steps to try to make the property available. Tenant, under these circumstances, has the right to terminate the lease, but in no event will Landlord be liable for Tenant's moving, living, storage or any other expenses incurred because the property is not available. Rent as set out above will be adjusted on a daily prorated basis for the time the property is not available.

2. **LATE CHARGES & ORDER OF PAYMENTS:**

a. In the event Tenant fails to pay said rent payments on or before **5:00 o'clock p.m.** on the 2nd day of each month, then Tenant shall be assessed a LATE PENALTY of **\$50.00**. An additional LATE PENALTY of **\$50.00** shall be assessed if the rent is not paid by the 10th day of the month. Failure to thereafter tender the full rental plus late charges, or any other charges which are due, shall constitute a breach of this lease. All sums due including but not limited to rent, late charges, bad check charges, eviction costs, court costs, maintenance costs and attorney fees shall

Initials _____

be subject to interest at the rate of **18% per annum**. Late charges are assessed if there is any amount due to Landlord regardless of whether its rent, utilities, damages, deposits or any other amount due.

b. If the rental payment, in full, is not made when due, Tenant understands that a three (3) day Demand for Payment of Rent or Possession notice will be served. Should Tenant be served with a three (3) day Demand Notice, Tenant agrees to pay a fee of **\$50.00** for the preparation and delivery of such notice. Tenant is aware that Landlord is not responsible for late payments due to mail delivery or other causes. Tenant has the sole responsibility to make certain that payments are made and received by Landlord on time. **If such notice is delivered and posted, only Money orders, Cashier's Checks, or guaranteed funds will be accepted for payment on the account. NO PERSONAL CHECKS will be accepted on payment.**

c. **Tenant may NEVER withhold rent, use rent as a set off to make repairs, or at any time fail to pay anything other than the full rental amount due, regardless of any breach or alleged breach of this lease by Landlord, except upon compliance with C.R.S. 38-12-501 et seq.**

d. Payments made to Landlord shall be applied in the following order: **security deposit, late charges, utilities, maintenance charges, check charges, service charges, eviction charges, attorney fees, all other charges, rent.** Landlord's application of charges in a different order than above shall not constitute a waiver of landlord's right to apply future payments in the order specified above. Any and all monies which become due from Tenant shall constitute Rent and shall be considered additional Rent due.

e. Landlord may accept partial payments from Tenant, at any time, without effecting nor waiving any rights which Landlord has under this lease nor shall it effect any legal proceeding which Landlord may have initiated or be in the process of initiating.

f. In the event of any default by Tenant, all monthly rent for the remaining term of the lease shall be accelerated and shall be fully due and payable without notice by Landlord. This right of acceleration is in lieu of having rent for the entire term payable when the lease contract begins.

3. **PROPERTY CONDITION:**

a. Tenant acknowledges that he has received the above described premises and the personal property located therein, if any, in good order and repair and in AS IS Condition, and will, at the expiration of the term of this Lease, surrender and deliver up possession of said premises in as good an order and repair as the same are at this date, ordinary wear and tear excepted. Tenant acknowledges that he has inspected the property and that the same is habitable as required by Colorado Statute and that Tenant shall keep and maintain the property in a clean, safe and habitable condition throughout the term of the lease. Tenant hereby deposits with Landlord the sum of \$ _____ as a Security Deposit to be returned by Landlord, without interest, at the expiration of the term of this lease if the possession of said premises be delivered to Landlord in such condition.

b. The primary function of the Security Deposit is to secure the performance of the rental agreement for the premises or any part thereof and that such deposit shall not constitute pre-paid rent. Tenant understands that he may not use any part of his security deposit as part payment of his monthly rent, and that he is required to pay the monthly rent for the full term of his lease. Tenant is aware that the security deposit may be placed in an interest-bearing account. If the

deposit is placed in such account, Tenant waives any claim to interest earned and hereby agrees that interest will be retained by Landlord. Landlord shall be the sole judge as to whether said premises are in good order and repair and Landlord shall have sixty (60) days within which to account for and/or return said deposit. In the event the Security Deposit is returned, it may be made payable to all named Tenants jointly or to any individual Tenant, at Landlords election, unless Landlord receives written instruction, signed by all Tenants, to refund it differently. Landlord shall be free to apply any retained Security Deposit to any and all charges which are due, in such order or allocation as Landlord shall elect. The Security Deposit accounting may be mailed to the last known address of any single Tenant.

c. Tenant authorizes Landlord to transfer the Security Deposit to the Owner or to a subsequent manager, if Landlord deems such transfer appropriate. Upon notice of such transfer Landlord shall have no further liability of any kind, to Tenant, for the security deposit.

4. **SUBLETTING & NUMBER OF OCCUPANTS:** Tenant shall not sublet any part of said premises or assign this Lease or any interest herein, or allow anyone to share the premises, keep roomers or boarder or assign all or any portion of this lease without the prior written consent of Landlord. OCCUPANCY SHALL CONSIST OF NO MORE THAN _____ PERSONS (), OTHER THAN CASUAL VISITORS, and shall consist of only those persons listed on the rental application.

5. **DISORDERLY CONDUCT:**

a. Tenant shall not use said property for any purpose prohibited by the laws of the United States, the State of Colorado, any City or Municipal Government that the premises may be located in, or any other governmental body or agency nor for any improper or questionable purpose whatsoever. If the property is subject to any Homeowners Association, Tenant shall abide by their rules, regulations and covenants, and a violation of the Homeowners Association rules, regulations or covenants shall constitute a breach of this Lease. Tenant shall be responsible to obtain copies of and understand all rules and regulations of the Homeowners Association.

b. Tenant shall not permit any disorderly conduct, noise, vibration, odor or other disturbance whatever in or about the property, which will annoy or disturb any person occupying other portions of the building or properties nearby, and Tenant will not use machinery or other apparatus which will damage the building or which will annoy or place in danger other residents or nearby properties or residents.

c. Tenant shall be liable for any fine or penalty imposed by the Homeowners Association and for any fine or penalty imposed by any governmental entity or ordinance. Tenant shall be required to correct, remedy or cease any action or inaction for which any such fines or penalties are levied, and Tenant shall pay all costs or charges which Landlord may incur to correct or remedy the same. Tenant's failure to immediately correct or remedy the violation or to pay all fines, penalties or amounts due shall be a breach of this lease.

d. It shall be a violation of this lease for Tenant to interfere with the Landlord or Landlord's staff or to use rude, foul-mouthed, threatening, abusive and or insulting language when dealing with the Landlord or Landlord's staff. Tenant will be provided one warning that such behavior is not acceptable and will not be tolerated. If the behavior persists, Tenant will be served with a 3-day demand and shall be subject to eviction, and thereafter, all communications will be in writing and Tenant will not be allowed to enter Landlord's offices, or Tenant will be considered a

trespasser.

6. **LANDLORD REENTRY:** Landlord may enter upon the leased premises at all reasonable times during the term of this Lease for the purpose of inspecting said property, provided that the Landlord shall give reasonable notice to the Tenant of his desire to inspect said premises under the terms of this paragraph. Tenant agrees that no notice shall be required in the case of emergency or emergency repairs. Tenant agrees to show the premises to prospective tenants or purchasers at reasonable times during the last **forty-five days** of the term of this lease and to place a for Rent or for Sale sign in an appropriate location on said premises during said **45-day** period. In the event Tenant refuses or fails to show the property during said **45-day** period, Tenant shall be responsible for an additional month's rent. Landlord may show the property even if Tenant is not present. As concerns a sale by Landlord, Landlord may place for Sale signs and show the property at reasonable times during this tenancy after first giving Tenant reasonable notice. In the event Tenant refuses or fails to keep the property in a showing condition or allow Landlord to show the property during said **45-day** period, **Tenant shall be responsible for an additional month's rent. Failure to allow or cooperate with any of the above conditions shall be a breach of this lease.**

7. **APPLIANCE REPAIRS:** Tenant acknowledges it is his responsibility to maintain all appliances and components pertaining to the property. In the event appliances should fail or damage is caused to appliances or other parts of the premises due to tenant neglect (i.e. failure to supply salt for the water softener, drain sprinkler systems, report water leaks in a timely basis, water erosion on exterior due to missing splash backs, etc. - these items are a few examples but are not considered to be the only things that could happen), Tenant shall be liable for the cost to repair or replace all such damages and these shall in no way be considered normal wear and tear. Washer and Dryer will be maintained by Tenant Owner

8. **WILLFUL DAMAGES:** **Tenant shall be responsible for the total cost of all repairs which are necessitated or caused by Tenant's negligence, willful actions or the negligence or willful acts of Tenant, Tenants guests, invitees, family, and friends or due to vandalism or theft.** Tenant shall also be totally responsible for the deductible portion of Landlord's hazard insurance, which is used to pay for repairs or maintenance which are caused by Tenant's negligence or willful acts or the negligence or willful acts of Tenant's guests, invitees, friends, family or due to vandalism or theft. This clause shall not be construed to release or limit tenant's liability to the insurance company who adjusts or pays any such claim. Tenant acknowledges that they are responsible for the property and it is in their care, custody and control while occupied or leased to them. In the event the property should become uninhabitable due to Tenant's negligence or willful acts, this shall be considered a breach of this lease by Tenant. Landlord shall not be liable for any loss, damage or theft to personal property of Tenants, Tenant's guests, invitees, family and friends regardless of cause, except for those caused by the GROSS NEGLIGENCE of Landlord. If any damage is done to the premises and or common areas, Tenant shall ensure that it is immediately repaired. In the event Tenant does not make immediate repairs, Landlord may make such repair and bill Tenant for same, which payment shall be due immediately from Tenant. Landlord shall not be required to make such repair. Tenant agrees to cooperate with and make the property accessible to Landlord and or any other repair, maintenance, inspection or any governmental person or agency to provide access to the property to make repairs or perform maintenance or to do inspections, during the course of the tenancy. Failure to maintain the premises, including payment of all utilities and repairs, shall constitute a breach of this Lease. Landlord shall maintain a policy insuring the building; **TENANT SHALL BE RESPONSIBLE FOR ANY INSURANCE COVERAGE ON CONTENTS OWNED BY TENANT.** Landlord shall pay all real property taxes accruing on the

described premises throughout the term of this Lease. Tenant shall be required to have RENTERS INSURANCE during the term of this lease and any renewal or extension of the same. Failure to provide proof of such insurance, upon request of Landlord, shall be a breach of this lease. Tenant acknowledges that they have a duty to maintain the property in a clean and safe manner and that this duty is imposed by statute, C.R.S. 38-12-504. **Tenant shall bear the expenses and be responsible for the replacement of any burned out light bulbs, batteries for smoke and Co detectors, changing furnace and air conditioning filters monthly especially during winter and summer months when the use of the furnace and air conditioning units are at their peak. Tenants are also responsible for replacing refrigerator water filters as recommended by appliance manual.**

9. **GLASS:** Tenant shall be responsible for and shall repair all glass breakage, regardless of cause. This includes vandalism or any other cause.

10. **DIRT NOT NORMAL WEAR:** Tenant acknowledges that he has received the property in a clean and orderly condition and **under no circumstance shall dirt or cleaning be deemed normal wear and tear.** Tenant shall be responsible for and shall leave the property in a clean and orderly condition.

11. **ALTERATIONS:** All repairs, alterations or additions to said premises made during the term of this Lease shall be and become the property of Landlord and Landlord shall be under no obligation to reimburse Tenant for any sums of money or time expended in making repairs; alterations or other remodeling of the interior or exterior of said premises. No alterations or additions shall be made to the premises, without the prior WRITTEN consent of the Landlord. Tenant agrees that the property is being rented AS IS.

12. **KEYS:** Tenant shall not install, change or re-key any locks on the premises without prior written permission of the Landlord. If permission is given, Tenant shall immediately supply Landlord with keys to all such locks. Failure to provide keys to Landlord may result in a re-keying charge to Tenant. If the Tenant loses a key, they may come to the Landlord's office during regular business hours and borrow a key long enough to have a duplicate key made. If the Tenant cannot make it to the office, and Landlord has to travel to the premises to let the Tenant into the premises, the Tenant will pay a fee of **\$50.00**, payable at the time of service. If the Tenant calls for a key after hours or on weekends, the fee will be increased to **\$150.00**. It is less expensive to call a locksmith.

13. **KEY SURRENDER:** Tenant shall be responsible for rent up to the date the keys are turned in, through the 45-day notice or until the lease expires, whichever is later. Tenant shall return all keys and garage door openers to Landlord's office address. **Tenant shall be charged the cost to re key all locks to the property and for new keys to be made, whether keys are returned or not.** Landlord will perform an inspection of the premises after the Tenant has vacated said premises. The inspection will be done utilizing the condition report given at the start of the lease. Tenant is not entitled to a "walk through" with the Landlord at the end of the lease term.

14. **ACTS OF GOD:** Should the above described premises be destroyed or rendered uninhabitable through no act or fault of Tenant, either by fire, act of God, catastrophe, casualty or otherwise, then this Lease may be forthwith terminated by the Tenant or Landlord. Landlord shall not be liable for Tenant's moving or releasing expenses.

15. **RESIDENTIAL PURPOSES:** It is expressly understood that Tenant's occupancy of said premises shall be for residential purposes only, and Tenant shall not operate or perform any

business from the property without the prior written consent of Landlord.

16. **PETS:** No animal may be kept permanently or harbored temporarily on the leased property without the **advanced** written consent of Landlord, unauthorized pet(s) discovered in the home will result in a **\$500.00 unauthorized pet fee to be assessed to said tenant. ABSOLUTELY NO PET SITTING/BABY SITTING OF OTHER PETS WILL BE ALLOWED.** Pets on the premises will be limited to . Pets include dogs, cats, reptiles, and mammals of any kind, birds, fish, rodents and insects. This permission, if given, may be revoked at any time if, in the Landlord’s sole judgment, the pet(s) is/are creating a nuisance or disturbance or causing injury to person or damage to property. Tenant shall be responsible for any and all damage done by pets to the property. Pet odor and pet stains **SHALL NEVER BE CONSIDERED NORMAL WEAR AND TEAR.** This type of damage shall always be the Tenant’s responsibility and the cost to clean, repair or seal off such damage shall be charged back to the tenant. **Tenants acknowledge that a \$25.00 pet fee per month will be charged on the first animal and \$15.00 pet fee per additional pet on authorized animals**

17. **EXTERIOR MAINTENANCE:**

a. Tenant agrees to maintain the exterior (including fences, mail boxes, exterior buildings and generally every other part or portion of the property) of the premises free and clear of all rubbish and **to water, sow, weed, fertilize and generally care for all lawn, trees, shrubs or other landscaping or appurtenances presently on the property. This shall include but not be limited to:** watering sufficiently to protect and keep grass, shrubs and trees properly growing; preventing infestation or growth of weed or volunteer trees and shrubs; keeping gutters and down spouts clean and operational; keeping shrubs and trees trimmed and off of roofs and away from siding and trim; not watering so as to damage siding or house; keeping ants, termites, mice and other rodents and other exterior pests under control and away from and out of the property. In the event Tenant does not so care for the exterior lawn and landscaping, after ten (10) days written notice by Landlord, the Landlord shall have the right to perform said care and add the cost of said care plus a **\$50.00** default charge to the next month’s rental. Failure to pay the full rental plus said lawn charge and default charge shall be considered a breach of this Lease. Landlord shall be under no duty to perform said care for the Tenant.

b. When the property contains an automatic sprinkler system, its operation is considered a convenience for the Tenant. **If the sprinkler system is inoperable for any reason, the Tenant is still responsible for the care and maintenance of the lawn and shrubs and the Tenant shall maintain the same with proper watering.** Repair of the system may or may not be deemed economical by Landlord. If the system is operational, the Tenant is responsible for the proper care and maintenance of the system which includes, but is not limited to, the replacement of broken heads, pipes, valves and all other components.

18. **UTILITIES:** TENANT SHALL PAY ALL GAS, ELECTRCITY, WATER, Propane GARBAGE COLLECTION, CABLE TV AND ANY OTHER UTILITIES FOR THE PROPERTY A Cut Above Property Management will back bill the tenant for these utilities: . **Utilities billed back by A Cut Above will be billed at the first of each month and are due with that current month’s rent.** Tenant shall never have the utilities shut off - EVER. Tenant shall place the utilities in Tenant’s name effective the first day of this lease. Failure to place utilities in Tenants name shall be a breach of this lease. Tenant agrees that a copy of this Lease, at the option of

Landlord, may be provided to any public or private utility company providing services to the property and the Landlord shall be entitled to receive notice of any delinquent billing or cut-off notice from said utility company without the consent or prior notice to the Tenant. If for any reason Tenant has the utilities turned off, the Landlord can charge a reconnect fee of \$50.00 per utility plus any utility company charge. Failure to pay utilities when due shall be a breach of this lease. In the event that the City of Colorado Springs imposes a storm water fee/tax on the property, that fee/tax shall be the responsibility of the tenant and shall be considered additional rent due and payable by the tenant.

Tenant is advised that some utility companies will not allow Tenants to place the utilities in the Tenants name and the Utility will bill the owner or Landlord for the same. In this event, Landlord will provide copy of the utility bill to Tenants by mail and it is Tenant's responsibility to pay that bill to Landlord within 15 days of the date it is mailed to Tenant. If Tenant does not pay the bill within 15 days of the date mailed, it will be considered a default in the lease and all default provisions of this lease shall apply as well as the late charge provisions of this lease. Return mail from the post office addressed to Tenant is not an excuse for non-payment and the 15 days shall run from the date of mailing by Landlord. You can and will be evicted for non-payment of Utilities.

19. **UTILITY PROBLEMS:** Tenant agrees to neither hold nor attempt to hold Landlord liable for any injury or damage occasioned by defective electric wiring or by the breakage or stoppage of the plumbing or sewage upon said premises, whether such breaking or stoppage results from freezing or otherwise. Landlord shall not be liable for damages suffered by tenant due to appliance breakdown or malfunction. Landlord SHALL NOT BE LIABLE FOR LOSS OF FOOD DUE TO MALFUNCTION OR BREAKDOWN OF REFRIGERATORS OR FREEZERS OR UNDER ANY OTHER CIRCUMSTANCES.

20. **DEFAULT:** Tenant promises and agrees that if default be made in the payment of rents or in the performance of any other condition under this Lease, Tenant will immediately surrender and deliver up possession of the leased premises to the Landlord upon receiving written notice from the Landlord stating the breach of conditions of this lease. Such surrender shall not end Tenant's liability for all amounts which shall be or come due pursuant to the lease. **In the event that it shall become necessary for the Landlord to employ an attorney to enforce any of the provisions of this Lease or to enforce the collection of any monies due under the terms of this Lease or to defend a claim by Tenant, arising from this Lease or concerning the Security Deposit, the Landlord shall be entitled to recover from Tenant all court costs incurred in maintaining or defending such action plus Landlord's reasonable attorney fees for the same.** Landlord shall be entitled to recover its reasonable Attorney fees whether or not court action is initiated. Tenant authorizes both Landlord and Landlord's attorneys or collection agencies to pull and review credit bureau reports to effect collection of any monies due to Landlord.

21. **ABANDONMENT:** If Tenant vacates the property during this lease or at the end of this lease and leaves personal property or other belongings in the premises, Tenant agrees and consents that Landlord may consider all of said property abandoned by Tenant and Tenant hereby authorizes Landlord to collect and dispose of said property any time after Landlord becomes aware of the abandonment. Tenant shall be responsible for all of Landlord's costs and expenses in collecting and disposing of said property and Tenant agrees that Landlord shall not be responsible for nor have any duty to sell or protect such property and that Landlord may, if they so elect, dispose of any such property as trash/garbage. Landlord shall have no duty to sell or attempt to sell any of such property

22. **CARPET CLEANING:** Tenant shall have all carpets **PROFESSIONALLY STEAM CLEANED**, to include all spot and stain removal and pet and/or other deodorizing, at the time Tenant vacates the property, or Tenant shall be responsible for the cost of such professional cleaning. Tenant must provide Landlord with a receipt indicating this work has been completed at such time keys are surrendered. Failure to provide such receipt within the time indicated will authorize Landlord to have the carpet professionally steam cleaned and all costs incurred for such cleaning shall be charged to Tenant. **This clause is intended to prevent Tenant from doing the cleaning themselves.** It is required that tenant hire a professional carpet cleaner to clean the carpets. Landlord shall be the sole judge as to whether the carpets have been cleaned thoroughly and reserves the right to have the carpets re-cleaned at Tenant's expense.

23. **ACCEPTANCE OF PROPERTY:** Landlord shall assume the property is vacant, clean and otherwise in a re-rentable condition on the date keys are turned in by Tenant to **A Cut Above Property Management, Inc.** In the event this is not the case, Landlord shall not be deemed to have accepted possession until such time as the property is in a re-rentable condition and Tenant shall continue to be liable for rent, utilities and all other charges until such time as the property is in a re-rentable condition. Landlord shall be the sole judge in the determination of cleanliness and the need for repairs of carpet, walls, floors, appliances, linoleum, yard, garage and driveway, etc. **If the property is deemed unacceptable by Landlord, a processing fee of \$50.00 per hour, minimum of 3 hours, can be assessed for Landlord's coordination of repairs, cleaning and maintenance.**

24. **BAD CHECKS/EFT PAYMENTS:** In the event Landlord receives a check or an EFT payment from the Tenant which is dishonored or for any reason is not accepted and cleared by Tenant's bank, Tenant shall be responsible for a **\$50.00** bad check charge which shall be payable immediately by Tenant. The monthly rental shall be considered in default until such time as the check and the bad check fee are paid. In the event said check and fee are not paid within the times set forth in Paragraph 2, late fees shall also be assessed. In the event Landlord receives ONE bad check/EFT payment, all future rent and charges shall be payable in certified funds or guaranteed funds only.

25. **WAIVER:** Failure of Landlord to insist in any one or more instances, upon strict compliance of any of the obligations, covenants and agreements herein contained or the failure of Landlord in any one or more instances to exercise any option, privilege or right herein contained shall in no way be construed as constituting a waiver of such default by the Landlord.

26. **RENEWALS:** Any renewal or extension of this Lease must be in writing and signed by all parties hereto, their successors or assigns. Should Tenant continue in possession of the leased premises after the expiration of this Lease without a written extension or renewal hereof, such possession shall be on a month-to-month basis and shall otherwise be on the same terms and conditions as are expressed herein. Tenant shall be required to give Landlord **FORTY-FIVE (45) DAYS PRIOR WRITTEN NOTICE that Tenant is vacating the property either at the end of the initial lease term or during any extension, month-to-month or otherwise. This lease runs from the first to the last day of each month, and the forty-five-day notice does not give Tenant the right to terminate the lease during the middle of any given month, without Landlord's prior written consent. IF SIGNED RENEWAL NOTICE IS NOT RECEIVED IN TIME FOR THE NEXT TERM TO START, TENANT MAY BE CHARGED AN ADDITIONAL \$200.00 MONTH TO MONTH FEE UNTIL LEASE RENEWAL HAS BEEN SIGNED, RECEIVED AND PROCESSED.**

27. **GENDER:** Wherever used herein, the singular shall include the plural and the use of gender shall be applicable to all genders.

28. **HEIRS:** This Lease Agreement shall bind and benefit alike the heirs and successors of the respective parties hereto and assigns of Landlord and Tenant (if written consent allowing assignment is given by Landlord prior to any assignment by Tenant).

29. **CONDITION REPORT:** Tenant acknowledges that he has reviewed the condition report done on the property. In the event Tenant does not object in writing to said report, within seven (7) working days of the date of the execution of this Lease, said report shall become final and shall be considered a part of this Lease. In the event Tenant files an objection to the condition report, a mutual inspection by the parties shall be scheduled within seven (7) working days to resolve any differences between the inspections.

30. **DEPOSIT PURPOSE:** Tenant understands that the Security Deposit referred to in paragraph 3 is to guarantee the condition of the property and performance of the lease and does not guarantee rent.

31. **MILITARY ORDERS:** Landlord agrees to cancel this Lease in the event Tenant gives the Landlord thirty (30) days written notice showing that Tenant has received a PCS or permanent military job transfer (out of state only, PCS transfers in state shall not apply) and said notice is accompanied by a copy of Tenant's military orders showing said transfer. The availability to Base or Post housing does not constitute PCS or transfer orders. The lease shall be canceled at the end of the month following the month orders are provided to Landlord or such other date that the parties mutually agree. This clause shall not apply to TDY or other temporary military assignments or to temporary deployment, nor shall it apply to a Tenant that is separating from the service, for whatever reason. In the event that there is more than one Tenant in the property this clause shall not apply unless all of the Tenants receive orders. By way of examples, (if husband, wife and children are the tenants and husband receive orders, the clause shall apply to allow cancellation. If husband and wife are both in the service and only husband or wife receives orders, the clause shall not apply. If two friends live in the property together and one receives orders, the clause does not apply.) These are examples but are not intended to cover all possibilities.

32. **LEASE BREAK FEE:** In the event Tenant fails to fulfill their Lease period, or defaults in any other condition of this lease, Tenant shall be charged a **\$1,000.00** lease breaking fee and be responsible for showing the property, **in addition to paying rent and utilities until the property is re-rented or the lease term ends which ever happens first**, plus any and all other charges and/or damages to which Landlord shall be entitled pursuant to this Lease.

33. **PERSONAL INJURY:** Tenant agrees that Landlord shall not be liable for any personal injury or bodily injury sustained by Tenant or Tenant's guests, for any bodily injury, any illness, or any environmental injury or illness which occurs on or is related to the property. This release of liability shall apply to all bodily and personal injuries or illnesses, regardless of cause, except for those caused by the GROSS NEGLIGENCE of Landlord. Tenant agrees, that in a proceeding before the court, to establish gross negligence by Landlord resulting in bodily or personal injury or illness, that **clear and convincing evidence** of such gross negligence shall be required, and Landlord shall not be liable unless gross negligence is proven by **clear and convincing evidence rather than a preponderance of the evidence** as is normally required. TENANT IS ADVISED THAT BY SIGNING THIS LEASE, THEY ARE GIVING UP CERTAIN LEGAL RIGHTS. TENANT

IS ADVISED THAT THEY HAVE A RIGHT TO OBTAIN LEGAL COUNSEL BEFORE SIGNING THIS LEASE.

34. **ENVIRONMENTAL CONDITION:** Tenant acknowledges that Landlord has made no representations as to the environmental condition of the property, which includes but is not limited to such things as radon gas, hazardous materials and asbestos, lead base paint, mold, fungi, algae or any other type of growth or environmental hazards. In the event any such environmental hazards shall be found or identified on the property, Landlord shall not be liable for any injury or damage sustained by Tenant due to or arising from such environmental hazard and Tenant specifically waives and releases Landlord from such liability, to include, but not be limited to any moving or relocation expenses incurred by Tenant. Tenant assumes and accepts the duty and liability of determining how much or how little Tenant needs or wishes to know or learn regarding such hazards and Tenant, by signing this lease, expressly accepts the condition of the property with respect to such items and agrees to hold Landlord, and its agents and servants harmless for any claim for damage or injury caused by such conditions. The burden of proof set out in paragraph 33 immediately above shall apply to this paragraph as well. Tenant agrees not to permit any substance or material on the premises determined to be hazardous by the Environmental Protection Agency or similar governmental agency. In the event any such substance or material is brought on the premises in violation of the paragraph Tenant will bear all cost of cleanup, removal and property disposal or re-disposal. This covenant will survive this Lease.

35. **RENTAL APPLICATION:** Misstatements or misrepresentations on the Rental Application, whether inadvertent or intentional shall be considered a breach of this lease, regardless of their materiality or seriousness, and shall give Landlord the right to terminate this lease. Any and all applications are hereby incorporated into this lease by reference and shall be considered a part of this lease.

36. **LEAD PAINT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

37. **GIVE BACKS AND MOVE IN SPECIALS:** If you received move in specials, free or reduced rent, or any type of lease incentive, those are all conditioned on full performance of the lease. In the event Tenant breaches the lease, moves or terminates early, is evicted or terminates the lease for any reason prior to expiration of the full term of the lease, Tenant shall be fully responsible for repayment of all of the reductions or incentives that Tenant may have received.

38. **HAZARDOUS OBJECTS:** Tenant agrees not to add anything to the property which may be considered hazardous to themselves, neighbors, guests or invitees, to include, but not be limited to, trampolines, abandoned or inoperable cars, abandoned refrigerators, or portable or other above ground swimming pools. Tenant agrees not to dispose of any oil, earth or similar substance down or in any of the drains or pipes of the property.

39. **SEVERABILITY:** Should any provision of this lease be declared invalid; the remaining provisions hereof shall remain in full force and effect.

40. **DRAFTING OF LEASE:** No clause or provision of this lease shall be construed against either party as the drafter of the same.

41. **FORECLOSURE:** In the event the property goes into foreclosure, Landlord shall not be responsible for any of Tenants moving expenses or any other costs or expenses associated with Tenant moving from the property.

42. **NO SMOKING:** Smoking is prohibited anywhere in the residence. Tenants shall be responsible for ensuring that family members, guests, invitees and anyone else on the property does not smoke or use tobacco products in the residence. Damage caused by smoke shall not be considered normal wear and Tenant shall be responsible for the same.

43. **JURY TRIALS WAIVER:** Tenant agrees that in any dispute concerning this lease, whether eviction, for monies due or interpretation of the lease, that neither party shall be entitled to a jury trial and that both parties specifically waive the right to a jury trial.

44. **EXTERMINATION OF PESTS:** Tenant agrees that at the time of execution of this lease that the property is free of rodents, pests, bugs, or other vermin and that **it shall be tenant's sole responsibility to exterminate or otherwise remove them from the property if such rodents, pests, bugs or other vermin appear in the property.**

45. **SMOKE DETECTORS/CARBON MONOXIDE DETECTORS:** Tenant acknowledges that the property is equipped with working smoke and carbon monoxide detectors at the time of execution of this lease. Tenant shall be solely responsible for checking and maintaining the batteries in these units and shall test the units at least monthly to insure they remain in proper operating condition.

46. **MERGER/ORAL REPRESENTATION:** This written lease shall constitute the entire agreement of the parties. No oral or other representation shall be binding nor enforceable unless set out in this agreement.

47. **MARIJUANA:** The parties agree, that it shall be a breach of this lease for Tenant to grow, cultivate or raise marijuana on or in the property or for Tenant to sell dispense or become a dispenser of marijuana, regardless of whether Tenant has or is licensed to do so and regardless of whether Tenant has been granted the right to supply or provide marijuana to persons in need of the same. The growing, cultivation, raising or dispensing of marijuana is a violation of this lease and will subject Tenant to eviction and or any other remedy available to Landlord pursuant to this lease. It shall also be a breach of this lease for tenant to use or smoke medical or recreational marijuana on the property even if Tenant has a prescription for its medical use or if tenant is legally registered for such use. Tenant shall be required to use or smoke medical or recreational marijuana off the premises and a violation of this shall subject Tenant to eviction and or any other remedy available to Landlord pursuant to this lease.

48. **DEPOSIT TRANSFER:** Tenant grants Landlord the authority to transfer the security deposit to the owner or any subsequent owner of the property at any time, with or without notice to the tenant.

49. **CAPTIONS:** The paragraph heading or titles in this Lease are used for convenience of reference only and shall not be deemed to be part of the Lease.

50. **AUTHORITY TO TERMINATE LEASE:** Landlord shall have the authority to terminate this lease if Code Violations are issued on the property that would require the residence to be vacant, in the event the property is not habitable as defined by Colorado Law and/or in the event repairs or

