



LEASE ABSTRACT

Property Address: \_\_\_\_\_, \_\_\_\_\_, Colorado \_\_\_\_\_ in \_\_\_\_\_ County.

Parties: \_\_\_\_\_

Occupants: \_\_\_\_\_

Lease Terms: \_\_\_\_\_ - \_\_\_\_\_

Rent Charges:

Monthly Rent (Base): \$ \_\_\_\_\_

Utility Fee: \$ \_\_\_\_\_

Monthly Rent (Including Monthly Utility Fee): \$ \_\_\_\_\_

Monthly Pet Rent: \$ \_\_\_\_\_

Monthly Parking Rent: \$ \_\_\_\_\_

Monthly Garage Rent: \$ \_\_\_\_\_

Monthly Rent (Including Monthly Utility Fee, Garage Rent, Parking Rent, Pet Rent): \$ \_\_\_\_\_

Prorated Rent: \$ \_\_\_\_\_

Non-Rent Charges:

Deposit: \$ \_\_\_\_\_

Garage Deposit: \$ \_\_\_\_\_

Owner Paid

Utilities: \_\_\_\_\_

Tenant is Responsible for the Following Utilities: \_\_\_\_\_

Other Fees/Assessment (monthly): \$ \_\_\_\_\_

Re-Letting Fee: \$200

Lease Break Fee: \$ \_\_\_\_\_

Service of Notice Fee (Posting Fee) Maximum: \$75.00

Concession Amount: \$ \_\_\_\_\_

Other Terms for

Lease: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

KEYS

Building: \_\_\_\_\_ Unit: \_\_\_\_\_ Mailbox: \_\_\_\_\_ Other: \_\_\_\_\_ "Other"

Key Type: \_\_\_\_\_ Garage Remote(s)/Key(s): \_\_\_\_\_

Parking  
Parking

Pass(es): \_\_\_\_\_ Garage Number: \_\_\_\_\_

Space Number: \_\_\_\_\_

PETS

Non-Refundable Pet Fee: \$ \_\_\_\_\_

Pet 1 Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Age: \_\_\_\_\_

Weight: \_\_\_\_\_ Name: \_\_\_\_\_

Pet

2 Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Age: \_\_\_\_\_ Weight: \_\_\_\_\_

Name: \_\_\_\_\_

RESIDENTS SIGNATURES: (All Residents Must Sign)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LANDLORD SIGNATURE:

\_\_\_\_\_

# RENTAL AGREEMENT

1. **PARTIES.** THIS RENTAL AGREEMENT (hereinafter "Lease" or "Agreement") dated \_\_\_\_\_ between \_\_\_\_\_ as Owner or Landlord ("Landlord"), and \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_,

(collectively hereinafter "Tenant"). The name and address of • Landlord or • Landlord's Agent is \_\_\_\_\_, address: \_\_\_\_\_. If this information changes in the future, Landlord or its authorized agent will notify you by email within one business day and, if applicable, will post the identity of the new landlord or authorized agent in the leasing office. Tenant along with the following minor persons, (**See Lease Abstract - Occupants**), shall be authorized occupants.

2. **RELIANCE ON AND RELEASE OF RENTAL INFORMATION.** Tenant's application may or may not be attached as Addendum A. Regardless of whether attached, Tenant acknowledges that Landlord is entering into this Lease in reliance on the information contained in Tenant's Rental Application and any and all other information provided to Landlord by Tenant. If at any time it is determined that such information is false or materially misleading, then Landlord shall have the option to terminate this Lease upon three (3) days' notice to quit or if Tenant fails to cure the violation after receiving a 10-day Demand for Compliance or Possession. Tenant shall promptly notify Landlord in writing of any subsequent change in the information provided by Tenant on Tenant's Rental Application. Landlord may provide information on Tenant or Tenant's rental history to or for law enforcement, governmental, or business purposes, and report unpaid amounts to credit agencies.

3. **TERM AND DESCRIPTION.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises known as \_\_\_\_\_, County of (**See Lease Abstract - County**), State of Colorado, ("the Premises" or "Property"). The term of this Agreement begins on \_\_\_\_\_ (the "Lease Start Date"), and ends on \_\_\_\_\_ (the "Expiration Date"). Except for any month-to-month periods, any renewals or extensions of the Lease or term for an additional specified term or renewal must be in writing and signed by both Tenant and Landlord.

4. **RENT.** In addition to any other sums due under this Lease, Tenant agrees to pay Landlord monthly rent of \$(**See Lease Abstract - Monthly Rent**) commencing on the Lease Start Date of \_\_\_\_\_. Tenant shall pay monthly rent in advance without demand or notice. Rent is due on:

• on or before the 1st day of the month

Rent is late if not paid by 11:59 pm on the day it is due. Tenant shall make all payments due to Landlord at 5801 Logan St, Denver Colorado 80216, or at such other place or in such other manner as Landlord designates in writing. Upon written notice and regardless of Tenant's default, Landlord may require Tenant to pay Landlord all sums in certified funds, or in one monthly check or payment rather than in multiple checks or payments. Except for late fees, Landlord shall apply on Tenant's account all monies received from Tenant in Landlord's sole and absolute discretion, regardless of any notations on payments made by Tenant or when Tenant's obligation to pay such monies arose. Unless affected by statute, Tenant's promise and covenant to pay rent is independent, absolute, without right to setoff, offset, or deduct by Tenant, for any reason whatsoever, including but not limited, to any alleged breach by Landlord or Landlord's Agents. **Payments encouraged to be made via the online portal by EFT**

5. **PRORATED RENT.** If this Agreement starts on a date other than the FIRST day of any month, the rent and options fees for the partial month shall be computed based upon a daily rate, which shall be calculated by dividing the total monthly rent and options fees by the number of days in the applicable month and shall be due upon execution of the Lease. If this Lease commences after the 1st day of the month, payment of the rent and options fees for the partial month will be paid on the first of the following month; Rent and options fees for the next full month will be required upon execution of the Lease. Notwithstanding any preliminary calculations to the contrary, the rent due upon execution of the Lease shall be \$\_\_\_\_\_. If at any time any prorated amounts are due under this Lease, any such prorated amounts will be calculated in accordance with this section.

6. **SECURITY DEPOSIT.** Tenant agrees to deposit with the Landlord \$\_\_\_\_\_ as a Security Deposit, or execute a surety deposit program if Landlord is offering one. Regardless of when given or for what purpose, any security deposit paid by Tenant is collectively hereinafter referred to as "Deposit." Regardless of the purpose of any Deposit, Landlord may apply any Deposit to any sum owed by Tenant. Tenant shall not apply or use any portion of the Deposit as an offset or reduction to the payment of rent or other sums due under this Lease at any time for any reason whatsoever. Landlord shall have the right to apply such portion(s) of the Deposit reasonably necessary to remedy any default(s) by Tenant in the payment of rent, late fees or any other sum, or to repair any damage to the Premises or to Landlord's property caused by Tenant and Tenant shall replenish the portion(s) of the Deposit applied towards Tenant's default(s) upon written notice from Landlord. Regardless of whether specifically stated in any applicable provision of this Lease, Tenant shall always be liable to Landlord for any damage, including negligent or intentional acts caused by Tenant, any occupant, child, family member, guest, invitee, pet, animal, or licensee of Tenant, or any other person on the Premises due to Tenant. If Tenant is liable for any damages, Tenant shall pay Landlord such damages upon demand. Tenant's legal liability to Landlord shall not be limited under any circumstance to the amount of the Security Deposit. Tenant contracts to pay reasonable cleaning charges if Tenant fails to make the Premises as clean as when Tenant moved in, and Landlord may withhold or deduct reasonable charges for cleaning from the Security Deposit. Tenant agrees to pay any trash removal or Dumpster charges if Tenant fails to remove personal property or trash upon vacating. Unless affected by statute, if Tenant fails to leave the Premises infestation free or otherwise causes any infestation, Tenant contracts to pay reasonable extermination charges to restore the Premises to infestation free status. Landlord agrees within sixty (60) days after termination of this Lease, or surrender and acceptance of the Premises, whichever occurs last, to mail to Tenant at Tenant's last known address a written statement listing the full and specific reasons for all charges against the Security Deposit together with a refund of the balance, if any, of the

Security Deposit to Tenant. Prior to vacating, Tenant shall provide in writing to Landlord and the U.S. Postal Service each Tenant's individual forwarding or last known address. If more than one person signed this Lease, Landlord may issue one check for the Security Deposit refund payable jointly to all Tenants, and mail such check to any last known address of any Tenant.

If Resident does not clean adequately, Resident agrees that he will be liable for reasonable cleaning charges as follows (this is a general non-inclusive fee list):

Carpet cleaning and spot removal \$100.00 per room

General cleaning and trash removal \$ 30.00 per hour (\$120 minimum)

Drapery cleaning \$ 35.00 per window.

If Resident does not repair damage, Resident agrees that he will be liable for reasonable repairs as follows (this is a general non-inclusive fee list):

Interior painting \$250.00 per room

Mini-blind replacement \$55.00 per window

Glass repair - labor \$55.00 per pane plus materials

Re-keying \$95.00 \$95.00 per lock

Appliance repair, replacement \$55.00 per hour plus parts

It is agreed that carpeting has an expected useful life of five (5) years. Any other repairs shall be charged at the rate of \$55.00 per hour plus materials.

\$60.00 per hour for time spent by Landlord to supervise cleaning or repairs or give access to utilities (including cable television companies) or personal property rental companies or to open Premises for Resident when Resident or any occupant has misplaced his key (the Premises will not be opened for Resident's guests); duplicate keys including any keys to be kept in Landlord's possession; missing or burned out light bulbs; stickers, scratches, burns, stains, or unapproved holes; removing or re-keying unapproved security devices or alarm systems; agreed re-letting charges; packing, removing, or storing Resident's property removed or stored; removing illegally parked vehicles; government fees, fines or charges for which Resident is liable and which are paid by Landlord; late Fees; returned check charges; attorney's fees; court costs; and any other sums due under the terms of this Lease.

Check box if Owner is holding deposit \_\_\_\_\_ Tenant acknowledges that Landlord will be holding the security deposit. The security deposit will be accounted for pursuant to the terms of this lease. In the event of a dispute regarding the security deposit accounting, you may request the return of the deposit by contacting Landlord's management company or representative.

**7. MOVE-IN/MOVE-OUT.** Tenant acknowledges that Tenant has inspected the Premises, and that the Premises are in an acceptable condition, and in good, clean, and acceptable repair except as specifically noted in writing as agreed to by the parties on Tenant's Move-In/Move-Out Checklist (Addendum B). **Tenant specifically acknowledges that no condition exists in the Premises that materially interferes with the Tenant's life, health or safety.** Immediately upon occupying, Tenant will inspect the Premises and report any defects or problems on the Move-In/Move-Out Checklist. The Move-In/Move-Out Checklist must be signed and returned to Landlord within 72 hours of occupancy upon which time it will be incorporated into and made a part of this Lease regardless of whether it is attached. Tenant's failure to report any defects or problems with the Premises on the Move-In/Move-Out Checklist within 72 hours of move-in is and shall be a binding admission by Tenant that the items described in the Move-In/Move-Out Checklist are acceptable and in good condition. Subject to the information on the Move-In/Move-Out Checklist, Tenant accepts the Premises in "as-is" condition, without representation or warranty of any kind, whether express or implied, unless prohibited by law. Landlord specifically disclaims any warranty or covenant of quiet enjoyment. Upon moving out, Tenant must thoroughly clean the Premises, including but not limited to: doors, windows, closets, bedrooms, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms, and otherwise fully comply with Landlord's written move-out and cleaning policies, if any, which are incorporated by reference. Upon move-out, Tenant shall deliver to Landlord all keys, access cards, devices, and/or remotes (collectively "Keys") to the Premises, issued by Landlord to Tenant, to avoid disputes regarding the date Tenant vacated and surrendered the Premises. Tenant shall not have vacated and surrendered possession of the Premises to Landlord until and unless Tenant has either turned in all Keys to the Premises and Landlord has acknowledged receipt of Tenant's Keys, or Tenant has abandoned the Premises in Landlord's reasonable judgment. If Tenant fails to turn in Keys, Tenant agrees that Landlord will determine in Landlord's reasonable judgment the date Tenant vacated and surrendered the Premises for purposes of determining damages in accordance with this Lease and the law. Unless reported on Tenant's Move In/Move Out Checklist, the Property and Premises are deemed free of pests.

**8. UTILITIES.** Landlord agrees to pay for (if checked) \_\_\_\_\_ water, \_\_\_\_\_ sewer, \_\_\_\_\_ gas, \_\_\_\_\_ electric, \_\_\_\_\_ trash, \_\_\_\_\_ basic cable, \_\_\_\_\_ other \_\_\_\_\_. Tenant agrees to pay any and all other utilities, including related deposits and transfer charges that Landlord has not specifically agreed to pay. Tenant shall transfer into Tenant's name or account, effective on the Lease Start Date, all utilities serving the Premises that are to be paid for by Tenant. For any utility bill or account in Tenant's name, Tenant shall not change out of Tenant's name or allow any such utility to be disconnected for any reason or by any means, including but not limited to non-payment of utility bills, until the Tenant moves out of the Premises. Tenant consents to any utility company notifying Landlord of Tenant's failure to pay any utility, or of any pending disconnection. Tenant shall be liable for all utilities until the date Tenant vacates or until the date Tenant could have moved out without breaching this Lease, as determined by this Lease, whichever date is later. Utilities shall be used only for normal

household purposes, not for business or any other purpose, and are not to be wasted. If Tenant agrees to pay any utility, Landlord reserves the right to pay any such utility and bill Tenant, including a reasonable billing or an administrative charge for such billing. If Tenant reimburses Landlord for any utility charge, Tenant agrees to pay such sum on or before the FIRST day of each month, or any date set forth in any bill from Landlord to Tenant. Landlord shall have the exclusive right to change or install utility lines, meters, sub-metering or load management systems, and similar electrical equipment serving the Premises. If any utilities are sub-metered for the Premises, Landlord will attach a utility addendum to this Agreement if required by law. Landlord shall have the right, upon thirty (30) days' notice to Tenant, to increase the payment due by an amount reasonably related to any increase in the cost of water, electricity and/or natural gas, or any other utility that Landlord has agreed to pay.

**9. LATE, RETURNED CHECK, EVICTION AND OTHER FEES AND CHARGES.** If Landlord has not received the monthly rent and any other sums due (except for late fees) from Tenant for any given month within seven (7) calendar days of it being late, Tenant shall pay a late fee of fifty dollars (\$50) or five-percent (5%) of the monthly rent due, whichever is greater. The imposition of late charges if rent and any other sums due are not paid by Tenant in any given month shall not be construed as a grace period or a waiver of Landlord's right to demand rent on its due date, but an incentive for Tenant to pay on time. If Tenant pays late, Tenant agrees to pay the rent due plus all applicable late fees incurred through the date of payment regardless of whether Landlord made a written demand for the rent. Dishonored checks are any checks that are dishonored or not paid upon presentment a single time for any reason, or any electronic payments not paid or credited for any reason. Tenant agrees to pay Landlord twenty dollars (\$20.00) for each dishonored check in addition to any applicable late fees and actual damages incurred by Landlord. Upon demand, Tenant must immediately replace any dishonored check with certified funds. Tenant agrees to pay all Sheriff's fees resulting from Tenant's eviction from the Premises. Unless specifically stated in this Lease, any charges, fees, or amounts (collectively "amounts") other than rent due under this Lease are due and payable on the same day as rent. Landlord may change when amounts other than rent are due by providing Tenant written notice that such amounts are payable on a different date.

**10. STATUTORY RIGHT TO CURE.** Pursuant to Colorado law, Tenant has the right to pay all amounts due prior to a court entering a judgment for possession if Tenant is being evicted for non-payment of rent. If Tenant exercises Tenant's statutory right to pay, Landlord only has to accept Tenant's payment if Tenant fully pays all amounts due according to eviction notice, as well as any rent that remains due under this Agreement. If Tenant exercises Tenant's right to pay, Tenant agrees to *deliver payment in certified funds*. If Tenant exercises Tenant's statutory right to pay in response to an eviction notice after the notice has expired and after Landlord's attorney has filed an eviction case with a court to enforce Landlord's legal rights but before the court has entered a judgment for possession, Tenant agrees to pay Landlord's current attorney's fees and court costs as set forth in the eviction notice in addition to any other amounts due pursuant to the Lease and all other amounts set forth in the notice. If Landlord files an eviction case and the court determines the possession issue because Tenant disputes the eviction case, attorneys' fees and costs will be awarded to the prevailing party as determined by the court consistent with the parties' intent to have attorneys' fees and court costs awarded to the prevailing party in disputed court actions as set forth in this Agreement.

**11. NOTICE TO VACATE.** Tenant shall give Landlord at least sixty (60) days prior written notice of Tenant's intent to vacate the Premises. Tenant's notice to vacate shall specify the date that Tenant will vacate ("Vacate Date") and such date shall not be less than thirty (30) days from the date Tenant gives notice, **and shall not be for a date prior to the end of the Lease term**. Tenant shall send the Notice to Vacate to [info@deerwoods.com](mailto:info@deerwoods.com). If Tenant gives any notice to vacate, the 30-day notice period commences on the day after Tenant gives notice, and Tenant shall vacate on or before the last day of the notice period. Regardless of when Tenant gives notice, Tenant agrees to pay Landlord rent for the entire notice period regardless of whether Tenant occupies the Premises for the entire notice period. Landlord agrees to prorate the rent owed by Tenant for any part of a notice period that constitutes a partial month for which Tenant has already paid Landlord the rent. Tenant's notice to Landlord shall be effective if executed by any Tenant who executed this Lease, regardless of whether any or all other Tenants who executed this Lease sign the notice. Tenant's notice of intent to vacate shall only be effective on the date the notice is actually received by and receipted for by Landlord. Tenant agrees to personally deliver any notice to vacate to Landlord to guarantee the effective date of any notice. If Tenant vacates without giving notice as required in this paragraph, Tenant shall be liable for and agrees to pay Landlord for 30 days of rent less any amounts of rent previously or actually paid by Tenant covering the 30-day notice period. If Tenant fails to give the required notice to vacate, Tenant agrees that the amounts agreed to be paid by Tenant in such event represent a fair amount to allocate the numerous risks and liabilities between Tenant and Landlord. Tenant shall pay all amounts set forth in this paragraph, in addition to any other amounts owed by Tenant under the terms of this Agreement. However, if Tenant is liable for a re-letting fee due to a lease break in accordance with paragraph 12, Tenant shall not also be liable for lack of notice pursuant to this paragraph 11.

**12. RE-LETTING CHARGE UPON LEASE BREAK.** Tenant shall be liable to Landlord for a re-letting fee, if for any reason prior to the end of the Lease Term, any extension, or renewal, Tenant vacates the Premises for any reason without fully performing all Lease covenants including Tenant's covenant to pay all rent due under the Lease (hereinafter "Lease Break Event") for any Lease Term, extension, or renewal. Upon the occurrence of a Lease Break Event, Tenant shall pay a re-letting fee in an amount equal to two hundred dollars (\$200) ("Re-Letting Fee"). Tenant shall pay and otherwise be liable to Landlord for the Re-Letting Fee upon the occurrence of a Lease Break Event regardless of the circumstances which Tenant vacates, including but not limited to voluntary surrender, at the request of Landlord as the result of Tenant's default under the Lease, as the result of an eviction or forcible detainer proceeding, or otherwise. Tenant agrees that the Re-Letting Fee is an amount agreed to by Tenant in consideration of among other things, Landlord agreeing not to charge Tenant the Landlord's actual re-letting expenses. Tenant agrees that the Re-Letting Fee is not a Lease cancellation fee or a buy-out fee. Rather, Tenant agrees that the Re-Letting Fee covers only part of Landlord's expenses, that is, Landlord's time, effort, and expense in finding and processing a replacement. Tenant acknowledges that Landlord's re-letting expenses are uncertain and difficult to ascertain, particularly those relating to inconvenience, paperwork, advertising, showing the Premises, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. Tenant agrees that the Re-Letting Fee is due whether or not Landlord's re-letting attempts succeed. Tenant's agreement to pay the Re-Letting Fee, or Tenant's actual payment of the Re-Letting Fee shall not under any circumstances release Tenant from any liability to Landlord under this

Lease for any other charges or amounts due under the Lease, including but not limited to, unpaid rent, future rent, utilities, cleaning charges, or any physical damage to the Premises, and Tenant shall at all times remain liable for said amounts or any other breaches of the Lease, and Landlord shall retain all remedies for Tenant's breaches and other non-compliance with the Lease. Tenant shall not be released from liability on this Agreement for any reason whatsoever unless specifically released by Landlord in writing.

**13. PAYMENT OF FUTURE RENT.** If Tenant is in default of any provision of this Agreement, then in addition to any other rights and remedies that Landlord may have, Landlord may at Landlord's sole discretion and option, either terminate this Lease, or from time to time without terminating this Lease, re-enter and re-take possession of the Premises, with or without legal proceedings as provided for by law, and terminate Tenant's right to possession, and re-let the Premises for such terms and at such rentals as Landlord in Landlord's sole discretion may deem advisable, with the option to make alterations and repairs to said Premises. Tenant shall be liable for the cost of all the alterations and repairs, which are reasonably necessary to re-rent the Premises, and the Re-Letting Fee set forth in paragraph 12. If Landlord does not terminate this Agreement, upon re-letting, all rent and other sums received by Landlord from such re-letting, shall be applied, first to the payment of any monetary obligation due under the terms of this Agreement other than monthly rental installments, second, to the re-letting costs, third, to past due monthly rent installments, with the remainder, if any, to be held by the Landlord and applied as payments of future rents as the same become due and payable under this Agreement. No such re-entry or re-taking possession of the Premises by Landlord, including but not limited to, re-taking of the Premises, by abandonment, voluntary surrender of the Premises by Tenant, or the institution of forcible entry and detainer proceedings or other legal proceedings against Tenant, shall be construed as an election on the part of Landlord to terminate this Lease unless written notice of such intention be given to Tenant, or unless determination hereof be decreed by a Court of competent jurisdiction. Even though Landlord may re-let the Premises without terminating this Agreement, Landlord may at any time thereafter elect to terminate this Lease for any previous breach. Should Landlord at any time expressly opt to terminate this Lease for any breach, in addition to any other remedy Landlord may have, Landlord may recover from Tenant damages Landlord may incur by reason of such breach, including the costs of recovering the Premises, including any reasonable attorneys' fees and costs. If Tenant defaults, Landlord agrees to exercise customary diligence to re-let the Premises to minimize damages.

Alternate Language for Paragraph 12 and 13.

**LIQUIDATED DAMAGES UPON LEASE BREAK.** Tenant shall repay any Lease Concessions and shall be liable to Landlord for a lease break fee if for any reason prior to the end of the Lease term, any extension, or renewal, Tenant vacates the Premises for any reason without fully performing all Lease covenants including Tenant'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, Tenant shall pay Landlord a lease break fee in the amount of one month's full rent (**See Lease Abstract - Lease Break**) as well as pay, repay, or refund any Lease Concessions and Move In Discounts in the total amount set forth in any Lease Concession Addendum. Tenant shall pay and otherwise be liable to Landlord for the lease break fee plus the repayment of any Lease Concessions and Move In Discounts upon the occurrence of a Lease Break Event regardless of the circumstances which Tenant vacates including but not limited to voluntary surrender, at the request of Landlord as the result of Tenant's default under the Lease, as the result of an eviction or forcible detainer proceeding or otherwise. Tenant agrees that the lease break fee is a liquidated damage amount agreed to by Tenant in consideration of, among other things, Landlord's waiver to seek from Tenant future rent for the entire amount of any uncompleted rental term, plus re-letting related fees, costs, and expenses in the event of Tenant's default. If a Lease Break Event occurs, Tenant and Landlord intend and agree to fix and liquidate Tenant's liability for future rent and re-letting damages. For the reasons stated and because the re-renting of the Premises after Tenant breaks this lease cannot be determined with any certainty, Tenant agrees that the lease break fee agreed to be paid by Tenant upon the occurrence of a Lease Break Event represents a fair amount and method to allocate the numerous risks and liabilities regarding future rent and re-letting damages between Tenant and Landlord. Tenant agrees the lease break fee only relieves Tenant from liability for the future payment of Total Monthly Rent and re-letting related costs and expenses. Tenant's agreement to pay the lease break fee and repay any Lease Concessions and Move In Discounts, or Tenant's actual payment of the lease break fee and repayment of any Lease Concessions and Move In Discounts shall not under any circumstances release Tenant for any liability to Landlord 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, and Tenant shall at all times remain liable for said amounts or any other breaches of the Lease. Landlord shall retain all remedies for Tenant's breaches and other non-compliance with the Lease. Tenant shall not be released from liability on this Lease for any reason whatsoever unless specifically released by Landlord in writing, including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, divorce, loss of co-Tenants, bad health, problems with other tenants, or any other reasons, unless otherwise provided in this agreement or mandated by law.

Tenant Must Initial \_\_\_\_\_

**14. DEFAULTS AND REMEDIES.** Tenant's obligations are contained in this Agreement, and any Addenda, regardless of whether attached to this Agreement. Tenant shall be in default if Tenant breaks, fails to observe or to perform any promise, agreement, or covenant set forth in the Lease Documents, including but not limited to, Tenant's failure to timely and fully pay any rent and other amounts due, except for late fees, abandons or vacates the Premises without fully performing all Lease covenants, or if Tenant shall make any misrepresentation. Tenant shall also be in default if any occupant, family member, children, guest, invitee, or any other person about the Premises or Landlord's property due to Tenant, or with Tenant's knowledge or consent, breaches the Lease. If Tenant defaults, Landlord shall have all remedies provided for in this Agreement and at law.

**15. ATTORNEY'S FEES – COLLECTION RELATED COSTS – JURY WAIVER.** Tenant agrees to pay Landlord all costs incurred by Landlord in connection with collecting any rent, amounts, or damages owing by Tenant 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. **Landlord and Tenant agree 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 Tenant hereby waives all rights to a trial by jury.** In any disputed court action where the court resolves the dispute and determines the prevailing party, the court shall also award to the prevailing party its attorneys' fees and costs and the non-prevailing party shall be liable to the prevailing party for payment of any court awarded attorneys' fees and costs. Tenant 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 Landlord and Tenant to enforce this Agreement, arising from this Agreement, or in any way connected with this Agreement or Tenant's tenancy at the premises, including but not limited to litigation concerning Tenant's security deposit. Tenant agrees to pay eighteen percent (18%) interest compounded annually on all unpaid rent, amounts, or damages owed by Tenant, except for late fees, from that date of Landlord's final accounting until such time Tenant pays all outstanding amounts.

**16. ABANDONMENT.** Tenant covenants to occupy the Premises and shall be in default if Tenant does not occupy the Premises on a regular, continuing, and consistent basis, unless otherwise agreed to by Landlord in writing. To the extent applicable, C.R.S., § 38-12-510 governs whether Tenant has abandoned. Tenant also abandons or surrenders the Premises ten (10) days after the death of a sole Tenant. If Tenant abandons the Premises or vacates the Premises for any reason and leaves personal property within the Premises, including any parking spaces, garages, or storage units, Tenant intentionally, specifically, and irrevocably waives all title and interest Tenant has to such property and to the fullest extent permitted by law, grants to Landlord full authority to immediately dispose of same without notice, court order, accountability or liability. Tenant shall indemnify Landlord, and Landlord's employees and representatives, against any claim or cost for any damages or expense with regard to the removal, disposal or storage of any property, including attorneys' fees and costs regardless of who makes a claim against Landlord or any other indemnified in connection with Landlord's removal of any property.

**17. HOLDING OVER.** Landlord may terminate Tenant's tenancy at the end of any term, extension, renewal, or month-to-month tenancy, upon sixty (60) days written notice to Tenant prior to the end of the term, extension, or renewal being terminated. If with the consent of Landlord, Tenant 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, subject to all of the terms and conditions of this Lease. The Lease shall then remain in effect on a month-to-month basis until terminated by either party, in accordance with the requirements set forth in any applicable provision of this Lease. If Tenant holds over and goes month to month, Tenant will be liable for and agrees to pay a month-to-month fee in the amount \$250. The month-to-month fee is not rent or additional rent but consideration paid by Tenant to Landlord for the privilege of being allowed to occupy the Premises on a short-term basis without having to commit to a longer term, and Tenant having the flexibility to terminate the Agreement on notice required by this Agreement. The Landlord also has the option to increase the rent to what the Landlord believes the current market rate of rent would be, such notice will be provided 30 days prior to the end of the lease. If and when Landlord agrees to a new Lease term, Tenant will no longer be liable for paying the month-to-month fee. If either Tenant or Landlord gives notice to vacate, Tenant shall vacate on or before the date specified in the notice. If without the consent of Landlord, Tenant 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, Tenant shall be wrongfully holding over. For any wrongful holdover period, Tenant shall pay Landlord rent in the amount of two (2) times the daily rent calculated by using the monthly rent from the preceding month.

**18. DELAY IN DELIVERY OF POSSESSION AND FAILURE TO PAY UPON LEASE START DATE.**

Check One

If Landlord does not deliver possession of the Premises on or before the Lease Start Date for any reason, Landlord shall not be liable to Tenant for any damages whatsoever for failure to deliver possession on that date, but rent payable under this Lease, shall be abated on a daily basis until Landlord delivers possession to Tenant. If Landlord does not or cannot deliver possession of the Premises on the Lease Start Date, either Tenant or Landlord may thereafter terminate this Lease by written notice. If for any reason, including but not limited to, Landlord's unilateral mistake, Tenant fails to pay any amount due under the Lease prior to moving in, Tenant shall be in default and Landlord may exercise any and all rights and remedies under this Lease or at law including, without limitation, notice to quit upon three (3) days' notice or ten (10) days' notice of rent or possession, and imposition of late fees.

Landlord will make every attempt to notify you of a delay in occupancy in a timely manner. If we notify you *prior to the effective Lease Contract date* that occupancy has been

delayed and a new date is set, rent will be abated on a daily basis. The start date may be continued up to 30 days. After termination, all deposit monies or rent paid will be refunded.

**19. USE AND OCCUPANCY.** Tenant covenants that the Premises are to be used and occupied by Tenant as Tenant's principal residence, solely as a private residential household, not for any unlawful purpose, and not for any other purpose whatsoever, including any business purpose that is not specifically allowed by this Lease, and by any law. Tenant shall show due consideration for others and shall not behave in a loud or obnoxious manner, interfere with, disturb, or threaten the rights, comfort, health, safety, convenience, quiet enjoyment, and use of the Premises, by Landlord, or by Landlord's agents or employees, other tenants and occupants, surrounding neighbors, and any of their guests, invitees, or the general public (collectively "others"). Tenant shall not disrupt or interfere with Landlord's business operations, or communicate with the Landlord or Landlord's representatives in an unreasonable, harassing, rude, or hostile manner, including times, manner and amount of communications, or injure Landlord's reputation by making bad faith allegations against Landlord to others. Landlord may deny any Tenant access to the Premises, including by changing the locks, if any court or legal order restrains or bars a Tenant from the Premises. Tenant agrees not to permit, commit, or suffer any conduct, disorderly or otherwise, noise, vibration, odor, or other nuisance whatsoever about the Premises, having a tendency to annoy or disturb others and to use no machinery, device, or any other apparatus which would damage the Premises or annoy others. Occupation of the Premises is subject to applicable occupancy standards determined by law and by Landlord. Only authorized occupants shall occupy the Premises. Landlord must approve any change of authorized occupants in writing prior to occupancy, except for children born or adopted during the term of the Lease, but such children are subject to applicable occupancy standards. Upon Landlord's demand, Tenant shall provide to Landlord any information necessary to establish the residence of any person who appears to be residing at the Premises in Landlord's reasonable judgment. If Landlord claims that any person residing in Tenant's Premises is an unauthorized occupant, Tenant shall bear the burden of proving in any court action or eviction proceeding that the person challenged by Landlord as an unauthorized occupant does not reside at the Premises. Landlord reserves the right to specifically ban any person from the premises. Tenant or any Other Person shall not register the address of the Premises or any part of the Community on any list of registered sex offenders or similar list or compilation. Tenant's failure to disclose any criminal act, including but not limited to past and unresolved criminal acts, or registering the address of the Premises or any Part of the Community on any list of registered sex offenders or similar list or compilation is a breach of this Section and this Agreement.

**20. MAINTENANCE OF PREMISES.** Tenant shall use customary diligence in maintaining and not damaging the Premises, and/or the common areas of the community. Tenant shall maintain the Premises in a clean, sanitary, neat, safe, fit, habitable, and undamaged condition; shall not permit any unlawful or wasteful activity on the Premises; and shall comply with all laws regarding public health and safety. Tenant shall dispose of all ashes, rubbish, garbage, and any other waste in a clean and safe manner on a regular basis. Tenant must use plumbing fixtures and facilities, electrical, sanitary, heating, ventilating, air conditioning, and any other mechanical systems and appliances in a safe and reasonable manner and in the manner and for the purposes for which they were designed. Toilets and sinks are to be used only for the purpose for which they are intended. As of the date of this Agreement, Landlord warrants that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. The sewage drains will not accept things such as diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, wipes, balls of hair, grease, oil, table scraps, coffee grounds, cat litter, dental floss, clothing, rags, sand, dirt, rocks, or newspapers. Tenant agrees to pay for clearing the drains of any and all stoppages of toilets, sinks and garbage disposals or repairs, except those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God. Please use a drain filter to save unnecessary time and money with repairs. Without Landlord's prior written consent, Tenant shall not make any alterations to the Premises, place stickers, deface or permit the defacing of any part of the Premises; use or install any shades, awnings or window guards; tamper with, install, or remove any existing alarm systems, locks, air-conditionings units, space heaters, antennas, additional phone or cable TV outlets, satellite dishes, or additional fixtures. Tenant shall not drill any holes into the walls, woodwork, or floors of the Premises. If Tenant makes or installs any decorations, alterations, additions, or fixtures without Landlord's prior written consent, Tenant agrees to remove, correct, repair, or replace at Tenant's expense. Unless authorized by statute or by Landlord's prior written consent, Tenant shall not perform any repairs, painting, wallpapering, carpeting, electrical changes or modifications to electrical appliances, or otherwise alter the Premises in any manner. In order to prevent damage in the Premises and to the community and to, among other things, retard and prevent mold and mildew in humid conditions, and to avoid freezing pipes in cold weather, Tenant shall at all times provide appropriate or reasonable climate control, ventilation, and lighting in the unit based on the circumstances. For similar reasons and others, Tenant shall promptly notify Landlord in writing of any mechanical, plumbing, air conditioning or heating malfunctions, visible moisture accumulation, water leakage, or mold growth. **Tenant must send any electronic statutorily required notices to Landlord at [habitability@deerwoods.com](mailto:habitability@deerwoods.com).**

In the event Tenant changes the locks, Landlord has the right to change back the locks by whatever means necessary and provide a new replacement key to the Tenant.

**21. REPAIRS AND MALFUNCTIONS.** Tenant shall promptly request, in writing, any repairs to be made to the Premises or its fixtures, alarm devices, and other equipment that belong to Landlord, except in the case of emergency when oral requests for repairs to the management office will be accepted. **Tenant must send any electronic statutorily required notices to Landlord at [maintenance@deerwoods.com](mailto:maintenance@deerwoods.com).** In any circumstance or situation which involves immediate, imminent, or substantial risk of harm or damage to property or person, their health or safety, Tenant shall notify Landlord immediately of any such circumstances, situation, malfunction, or necessity for repair. Such circumstances may include but are not limited to malfunctions of equipment, fixtures, alarm devices, overflowing sewage, utilities (electrical shorts, gas

leaks, or uncontrollable running water), smoke, fire, explosions, or any other cause. Upon Landlord's actual receipt of Tenant's written request for repairs (or upon Landlord's oral notification in case of an emergency), Landlord shall act with reasonable diligence and in a commercially reasonable manner, depending on the facts and circumstances in making such repairs. After any request for repair by Tenant, or during the making of any repair by Landlord, the Lease shall continue in full force and effect and the rent shall not abate during any such period, except in the event of a casualty event making the Premises unfit for habitability within the meaning of Paragraph 29. In making any repair or maintaining the Premises or property, Landlord may temporarily turn off equipment and interrupt utilities to the Premises or property or temporarily take any additional action reasonably necessary, in Landlord's sole and absolute discretion, to effect the repair or perform the maintenance, and to avoid damage to property, the Premises, or the Community without any liability to Tenant whatsoever. Tenant shall not under any circumstances whatsoever either deduct from rent for any repair or make any repair and attempt to deduct the cost from rent owed to Landlord, except as permitted by law.

**22. LIABILITY – RENTER'S INSURANCE.** Tenant, Tenant's family, occupants, guests, invitees, or any person entering on or about the Premises due to Tenant (hereinafter collectively "Tenant") assume any risk(s) whatsoever of damage or injury, whether to person or property, loss, or destruction of property, in connection with Tenant's occupancy of the Premises or in association with Tenant's use of the Premises (hereinafter "Risks"). Such Risks include but are not limited to damage or injury caused by third parties, fire, smoke, water, water leaks, ice, snow, lightning, explosions, mold, infestation, theft, vandalism, weather or natural elements, interruption of heating/cooling, utilities, and plumbing systems. Landlord has no duty to remove any ice, sleet, or snow. Tenant agrees that all property kept in the Premises shall be at the risk of the Tenant. **BECAUSE TENANT IS NOT COVERED BY LANDLORD'S INSURANCE AND BECAUSE OF THE RISK ASSUMED BY TENANT UNDER THIS LEASE AND SECTION, LANDLORD (check one) • REQUIRES • DOES NOT REQUIRE TENANT TO SECURE ADEQUATE RENTER'S INSURANCE AND LIABILITY INSURANCE TO INSURE AND PROTECT TENANT AGAINST RISK OF LOSSES.** To the greatest extent permitted by law, Landlord shall not be liable to Tenant, even for negligent acts or omissions of Landlord or Landlord's representatives, for any damage or injury, whether to person or property, loss, or destruction to Tenant's property, including but not limited to, any damage or injury, whether to person or property, loss, or destruction of property sustained by Tenant from any cause, including but not limited to, the causes and Risks set forth herein. To the greatest extent permitted by law, Tenant agrees to hold Landlord harmless and to indemnify Landlord 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 Tenant, Tenant's family, occupants, guests, invitees, or any person entering the Premises. Tenant waives any insurance subrogation rights or claims against Landlord or Landlord's agents, and their insurers. No employee, Landlord, or management company is personally liable for any of Landlord's contractual, statutory, or other obligations merely by virtue of acting on behalf of Landlord. All provisions regarding Landlord's non or no-liability and no-duty apply to Landlord's employees, Landlords, and management companies. If Tenant is required to secure renter's insurance and fails to obtain and maintain adequate renter's insurance at all times that Tenant is occupying the Premises, Tenant's failure shall constitute a material breach of this Lease. To avoid such a breach, Tenant agrees that Landlord may, but is not required to, purchase at Tenant's expense, a policy of standard coverage that meets such insurance requirements. Tenant also agrees that the cost of any insurance purchased by Landlord for Tenant, including a \$50 insurance administrative set up fee, shall be charged to Tenant.

**23. LANDLORD'S ACCESS.** Landlord shall have the right to enter the Premises, with notice when practical, without notice when not practical, at any reasonable time to examine, inspect, repair, show, for any statutorily required purposes, or for any other legitimate or necessary purpose which Landlord determines in its sole discretion. No entry by Landlord shall constitute an eviction in whole or in part at any time, nor shall Landlord be liable to Tenant for any inconvenience or discomfort, and the rent shall not abate during any period that Landlord enters. Landlord may enter, regardless of whether Tenant is present, by duplicate key, or other means when necessary or in the event of an emergency. Landlord may deny any Tenant access to the Premises, including by changing the locks, if any court or legal order restrains or bars a Tenant from the Premises. Tenant agrees that Landlord shall have the right to show the Premises to prospective tenants at reasonable times for a period of thirty (30) days prior to the expiration of tenancy, based upon either Landlord's or Tenant's written notice to vacate. Tenant agrees to keep the Premises in a clean and showable condition during the 30-day period of the notice to vacate. During this 30-day period, Landlord may install a key box at the Premises for the purpose of showing prospective tenants the Premises. Landlord retains the right to place on the Premises a sign advertising the Premises for rent or for sale during the term of Tenant's tenancy. Landlord shall, whenever practical, give Tenant twenty-four hours prior notice of intention to enter the Premises for the purpose of showing the Premises to prospective tenants.

**24. VEHICLES AND PARKING.** Notwithstanding anything to the contrary, Tenant agrees that Landlord shall have the exclusive right and power to regulate and control any aspect of motor vehicles (includes cars, trucks, motorcycles, RVs, trailers, etc.) and parking at the Community at any time. Landlord's right and power includes but is not limited to the right but not the obligation to assign or designate parking spaces. If Tenant has executed a Garage and Parking Space Addendum, Tenant agrees that Landlord may cancel, change, or amend the Garage and/or Parking Space or reassign Tenant a different garage, and/or parking space upon 72 hours written notice to Tenant.

**25. ASSIGNMENT.** Landlord may assign this Lease. Tenant shall not assign this Lease, sublet the Premises, or any part thereof, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Tenant is prohibited from subletting or renting, or listing or advertising for subleasing or rental, all or any portion of the Premises to a third party, whether for an overnight use or longtime duration, including overnight stays arranged on Airbnb.com or similar forums.

**26. JOINT and SEVERAL LIABILITY.** Each person executing this Lease is fully and personally liable and obligated for promises, covenants, and agreements in this Lease, including but in no way limited to, the promise to pay any and all rent and other amounts. In the event of default, Landlord may enforce its rights under this Lease against each person individually, or against all the persons.

**27. PETS-ANIMALS.** Tenant shall not be allowed to have or bring, even temporarily, any animal (including mammals, reptiles, birds, fish, rodents, or insects) anywhere in the Premises at any time, except by prior written consent of Landlord. If Landlord agrees to permit Tenant an animal ("pet"), both Tenant and Landlord must sign a separate pet agreement or



addendum. Tenant's bringing into or onto the Premises or the keeping or possession of any animal for any duration without Landlord's written consent shall constitute a violation of this Lease. In any action brought by Landlord to enforce this paragraph, Tenant shall bear the burden of proof regarding any pet's status or removal.

**28. SMOKING.** Smoking in the Premises is not allowed. If Tenant smokes within the Premises, Tenant shall be responsible for all resulting costs and damages due to Tenant's smoking. Tenant understands and agrees that any damage caused by or related to cigarette, pipe, cigar, or other smoking shall not constitute ordinary wear and tear. For example, Tenant agrees that costs for painting and for removal of smoke odor are not normal wear and tear. Tenant shall at all times be solely responsible for due care and consideration to ensure that Tenant's smoking does not disturb, bother, or annoy other tenants or neighbors.

**29. CASUALTY, CONDEMNATION, OR EMINENT DOMAIN.** If the Premises or any part of the Premises is destroyed or damaged due to fire, explosion, by any other casualty, or for any other reason, or if the Premises or any part of the Premises become unsafe, hazardous, or uninhabitable as determined by Landlord in its sole and absolute discretion, Landlord may at its option, upon written notice to Tenant, either immediately terminate this Lease or repair the Premises. Regardless of the extent of damage to the Premises or any portion of the Premises, Landlord may also upon written notice immediately terminate this Lease, if in Landlord's sole and absolute discretion, any repairs necessitated by any event would be either impractical or dangerous, if Tenant continued to occupy the Premises. If the damage or casualty event is due to Tenant's negligence or intentional conduct, the rent shall not abate or prorate, and Tenant shall be liable to Landlord for any amounts due under this Lease, plus all damage caused by such negligent or intentional conduct. Except as required by law, Landlord has no obligation to provide suitable substitute accommodations, nor is Landlord liable for any other expense, damage, or inconvenience suffered by Tenant. Tenant understands that this is the purpose of renter's insurance. For this reason, Landlord recommends for Tenant to obtain alternative living accommodation renter's insurance coverage. If the whole or any part of the Premises is taken by governmental 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 are the property of Landlord.

**30. NON-WAIVER.** No Waiver of any term, provision or condition of this Lease, or Landlord's failure to insist upon strict compliance with the terms of this Lease in any one or more instances shall be a further or continuing waiver of any such term, provision or condition, or as a waiver of any other term, provision, condition or right under this Lease, or a waiver of Landlord's right to act on any current or future violation by Tenant, or to make any current or future demand for payment of any amounts due under this Lease. Tenant's obligation to pay any rent, or any other amounts shall not be waived, released, or terminated by Landlord's service of any notice, demand for possession, or institution of any forcible entry and detainer action which may result in a termination of Tenant's right of possession. During any period that Tenant has been served with, is under, or subject to a demand for compliance for breach of any non-monetary covenant, Tenant agrees to pay rent or any other amounts due, and Landlord may accept any such payments and Landlord's acceptance of the same shall not be a waiver of Landlord's rights on any notice or demand for non-compliance for breach of a non-monetary covenant. When Landlord's consent is required, Landlord's consent in one or more instances shall not be deemed continuing consent or relieve Tenant of obtaining Landlord's consent in the future.

**31. FAIR HOUSING.** Landlord is dedicated to honoring Federal and state fair housing laws. Accommodations and modifications will be permitted and made in accordance with, and as required under, such fair housing laws. Prior to the making of any modifications, Tenant and Landlord may be required to enter into a modification agreement to govern the approval and implementation of any modifications, as well as restoration obligations, if any. Landlord requests that Tenant make all requests for reasonable accommodations and modifications in writing.

**32. ENTIRE AGREEMENT – WAIVER – MISTAKE - SEVERABILITY.** This Lease contains the entire Lease between the Landlord and Tenant and may not be modified in any manner except by an instrument in writing signed by both Tenant and Landlord. Tenant acknowledges that neither Landlord nor any of Landlord's representatives have made any oral promises or representations not contained herein, and that Landlord's agents have no authority to waive, amend, modify, or terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations, or Leases that impose any duties or obligations on Landlord unless in writing. In filling out, processing, and completing this Lease some clerical, scrivener, human, computer and/or mathematical errors may occur. In the event of any such errors or mistake and regardless of who made the mistake, Tenant agrees to cooperate with Landlord to execute or re-execute any document necessary to correct any such mistake or error upon demand by Landlord. Invalidation of any one of the foregoing provisions, covenants, or promises by judgment or court order shall in no way affect any of the other provisions, covenants, or promises contained in this Agreement which will remain in full force and effect. No provision, covenant, or promise contained in this Agreement shall be deemed invalid or unenforceable because such provision, covenant, or promise does not provide for or grant Landlord or Tenant equal or reciprocal rights.

**33. ADDENDA.**

The following attached documents hereby become additional provisions to this Lease when checked:

- A  Community Policies
- B  Drug-Free / Crime-Free Addendum
- C  Mold Prevention Addendum
- D  Lead-Based Paint Disclosure
- E  Asbestos Disclosure
- F  Pet Addendum
- G  Garage and/or Parking Space
- H  Attorneys' Fees & Class Action Waiver

**34. BINDING EFFECT.** This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors and assigns. This Lease shall be construed under Colorado law. Section headings are inserted only for convenient reference and do not limit, define, or prescribe the scope of this Lease, or any attachment to this Lease. By executing below, each Tenant represents that he or she is of legal age and has the required capacity to enter into this binding Lease. Landlord shall not be legally bound by this Lease until Landlord has delivered an executed copy to Tenant. However, Tenant's execution shall constitute an offer to lease the Premises pursuant to the terms of this Lease, which offer shall remain irrevocable for a period of seven (7) days after the date of execution by Tenant.

**35. ACKNOWLEDGEMENTS; COPY OF LEASE TO TENANT.** By signing this Lease Contract, Tenant acknowledges that: (a) Tenant received a disclosure from Landlord about Landlord's application fees prior to Tenant submitting a rental application; (b) Tenant received a receipt from Landlord for any application fees and deposits Tenant paid at the time of Tenant's application; and (c) Tenant received any statutorily required disclosures from Landlord regarding any known pest control issues affecting the Premises. Tenant agrees that if Tenant fails to notify Landlord within ten (10) days of executing this Lease that Tenant did not receive a copy of the fully executed Lease from Landlord, Tenant's failure to notify Landlord shall be considered Tenant's acknowledgment of receiving a copy of the fully signed Lease.

**THIS LEASE CONSTITUTES A LEGALLY BINDING CONTRACT ENFORCEABLE BY LAW AND HAS IMPORTANT LEGAL CONSEQUENCES. PARTIES TO THIS CONTRACT SHOULD CONSULT LEGAL COUNSEL BEFORE EXECUTION. EXECUTION BY THE PARTIES ACKNOWLEDGES FULL ACCEPTANCE OF ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.**

**IN WITNESS WHEREOF,** Landlord and Tenant have executed this Lease as of the date set forth below.

\_\_\_\_\_  
Landlord/Agent for Landlord      Date

\_\_\_\_\_  
Tenant      Date

\_\_\_\_\_  
Tenant      Date

\_\_\_\_\_  
Tenant      Date

This form has not been approved by the Colorado Real Estate Commission. It was prepared by Deerwoods Real Estate Management's legal counsel Tschetter Sulzer, PC.

## ADDENDUM A – COMMUNITY POLICIES (P. 1 OF 2)

This is an Addendum to the Lease dated \_\_\_\_\_ (the “Lease Date”), by and between \_\_\_\_\_ (Landlord) and (Tenants) \_\_\_\_\_, and \_\_\_\_\_, (collectively hereinafter “Tenant”), for the premises known as \_\_\_\_\_ County of (See Lease Abstract - County), State of Colorado (“Premises”).

Tenant shall comply with the Community Policies stated below and any additional rules applicable to the Premises, the Property, and common areas that Landlord may deem necessary and that are publicly posted as provided by law.

1. All garbage, rubbish, and waste shall be promptly disposed of in a clean and sanitary manner at reasonable and regular intervals and is not to be left on patio, balcony, near front door, or beside the Dumpster. To the fullest extent permitted by law, Tenant assumes all costs of fumigation and extermination of infestation occurring during the Tenant’s tenancy as a result of Tenant’s failure to comply with this policy or for any other reason caused by Tenant. Kitchens must be kept clean and free of standing water, and food cannot be left uncontained, in order to prevent water damage, odor, pest and mold issues.

Tenant Must Initial \_\_\_\_\_

2. Tenant and their guests shall refrain from making loud or boisterous noise or any other objectionable behavior. Tenant shall observe and comply with quiet hours that are between 10:00 p.m. and 7:00 a.m. Tenant and their guests shall not commence, suffer, or permit any nuisance in, on, or about the Premises or Property or in any way annoy, molest, or interfere with the quiet enjoyment of any other tenants or with the management of the community.

Tenant Must Initial \_\_\_\_\_

3. There shall be no playing, running, loitering, or consumption of alcoholic beverages in public halls, stairways, elevators, sidewalks, garage, parking areas or other common areas not designated for such purposes.

4. No bicycles, baby carriages, motorcycles, or other personal effects shall be stored in or near halls, stairways, elevators, laundry rooms, sidewalks, or other public areas. Tenant shall remove any shopping cart brought unto the Property.

5. No wires, aerials, antennas or satellite dishes for radio or television shall be installed on the roof, balconies, patios, decks, or other parts of the building without prior written permission of the Landlord.

6. No blinds, awnings, draw shades, or non-conforming curtains or drapes shall be installed on windows of the apartment without written permission of Landlord. No aluminum foil, plywood, cardboard, or tinting on windows or the posting of signs or messages in or on any window shall be permitted. Holiday decorations shall not be put up more than thirty (30) days prior to any holiday and shall be removed no more than thirty (30) days after any holiday. Landlord in its sole discretion retains the right to have Tenant change or alter the appearance of any window, outside door or exterior of Premises to maintain the appearance desired by Landlord.

7. No signs or advertising shall be posted in or about the apartment, community, or common areas without written permission of Landlord. There shall be no door-to-door advertising or soliciting by Tenant or their guests.

8. Toilets and sinks are to be used only for the purpose for which they are intended. Do not dispose of dust, rubbish, coffee grounds, toys, diapers, sanitary napkins, tampons, dental floss, cat litter, etc., into toilets or sinks. Tenant shall be charged for the unplugging and repairs of toilets, sinks, and garbage disposals due to misuse.

Tenant Must Initial \_\_\_\_\_

9. Tenant is not permitted access to the roof, except in case of an emergency.

10. Motor vehicles include but are not limited to cars, trucks, motorcycles, RVs, trailers, etc. No recreational or commercial vehicles, trailers, boats, or campers shall be stored or parked on the Community or common areas at any time. Commercial vehicles are permitted on the Property only with prior written consent of Landlord. Oversized vehicles that occupy more than one parking space are not permitted on the Property at any time. Tenant shall not use any parking area or space for storage. Changing oil, performing mechanical repairs, or washing vehicles or motorcycles in any parking garage, area, or space is prohibited. Tenant and their guests are allowed to park within the Community in designated parking spaces only. Any vehicle that in Landlord’s reasonable determination is: unsightly, unsafe, unauthorized, prohibited, unlicensed, abandoned, improperly parked, illegally parked, wrongfully parked in a reserved or designated space or handicap space without proper authorization, parked in fire lanes, impedes traffic, impedes property operations or services, leaks, is inoperable, belongs to any Tenant or occupant that has surrendered or abandoned possession of the Premises, etc. is not permitted and may be booted or towed at the vehicle owner’s or Tenant’s expense in accordance with state towing laws. Towing may occur without notice. Motorcycles are to be parked only in assigned stalls and are not permitted on the sidewalks, in landscaped areas, or in any building at any time. Parking garages, areas, or spaces shall only be used for parking and not for any other purpose. Tenant agrees that Tenant’s use of any parking facility, area, or space is at Tenant’s sole and exclusive risk. Landlord may relocate any vehicle as necessary to complete repairs in the Community. To the fullest extent permitted by law, if Landlord tows any vehicle, Tenant shall be liable for and pay Landlord or any other person all costs and expenses incurred or associated with any towing, and Tenant agrees to hold Landlord harmless and indemnify Landlord if any towing of any vehicle of Tenant, occupant, or guest is required.

Tenant Must Initial \_\_\_\_\_

This form has not been approved by the Colorado Real Estate Commission. It was prepared by Deerwoods Real Estate Management’s legal counsel Tschetter Sulzer, PC.

11. The use of balconies and patios for the purpose of storage and/or laundry drying is prohibited. Breezeways are not to be used as a patio or storage. Balconies and patios must be maintained in a neat, clean, and attractive condition. Only outdoor and/or patio furniture is allowed on any patio or balcony. Gasoline or other hazardous materials are not to be stored in the Premises, or any storage area, or any garage, or parking space. Dead plants, boxes or garbage are prohibited on balconies/patios at all times. Tenant shall not hang or place towels, swimwear, blankets, or anything else on or over any balcony. Tenant shall promptly comply with Landlord’s request to clean, remove property, or alter the appearance of any patio or balcony that in Landlord’s sole discretion is unsightly or otherwise does not comply with this paragraph.

Tenant Must Initial \_\_\_\_\_

12. Tenant acknowledges the existence of an operating smoke and carbon monoxide detector in the apartment. Tenant realizes that it is their responsibility to test each detector on a weekly basis to assure the detector is functioning properly. These responsibilities are in effect throughout the Tenant’s occupancy. Tenant agrees to give immediate written notification to the leasing office should the detector be malfunctioning. Tenant understands that, per State Code Regulations, a service representative must gain access to said apartment every six (6) months to check the smoke detector’s operation. Proper notification will be given.

Tenant Must Initial \_\_\_\_\_

13. Tenant shall not maintain or use any barbecue grill or similar device or apparatus (“grill”) if prohibited by any law, ordinance, or regulation, including but not limited to any fire department rule or policy. Before grilling or barbecuing, Tenant shall verify with the onsite management office whether barbecuing or grilling is permissible at Tenant’s community. If permissible and not prohibited, Tenant will only grill or barbecue in compliance with any applicable laws and these Community Policies and the Lease Agreement.

Tenant has read and agrees to comply with all of the Community Policies. Tenant understands that failure to follow any of the stated policies is a violation of the Lease and is grounds for termination of Tenant’s right of occupancy and eviction from the Premises.

This form has not been approved by the Colorado Real Estate Commission. It was prepared by Deerwoods Real Estate Management’s legal counsel Tschetter Sulzer, PC.

\_\_\_\_\_  
Landlord/Agent for Landlord

Date

\_\_\_\_\_  
Tenant

Date

\_\_\_\_\_  
Tenant

Date

\_\_\_\_\_  
Tenant

Date

## ADDENDUM B - DRUG-FREE / CRIME-FREE

This is an Addendum to the Lease dated \_\_\_\_\_ (the "Lease Date"), by and between \_\_\_\_\_ (*Landlord*) and \_\_\_\_\_ (*Tenants*), \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, (collectively hereinafter "Tenant"), for the premises known as \_\_\_\_\_ County of (**See Lease Abstract - County**), State of Colorado ("Premises").

1. Tenant, any member of the Tenant's household, any guest of Tenant, or any other person under Tenant's control or about the Premises with Tenant's knowledge or consent (collectively "persons") shall not engage or facilitate any criminal activity, including but not limited to, any violent criminal activity or any drug-related criminal activity (collectively "criminal activity" or "substantial violation" interchangeably). The Tenant or any other persons shall not permit the Premises to be used for or to facilitate criminal activity. Tenant agrees and acknowledges that Tenant has an affirmative duty to abstain from any criminal activity and to prevent criminal activity by any other persons, including but not limited to, immediately notifying a law enforcement officer at the first sign of Tenant's knowledge of the criminal activity which constitutes any substantial violation agreed to in this addendum or at law (collectively "substantial violation"), and cooperating with law enforcement with respect to the substantial violation. For the purpose of this addendum, criminal activity also includes any activity or conduct by any person, which a reasonable person would conclude, has the potential for escalating into or becoming criminal activity. Tenant agrees that Tenant's affirmative duty extends to being responsible for the conduct and actions of all persons regardless of any culpability or knowledge on Tenant's part, that Tenant's affirmative duty extends to making all persons aware of Tenant's obligations, covenants, and duties under this Addendum, and that Tenant's duties extend to all conduct whether or not such conduct occurs in Tenant's unit. Tenant may not assert as a defense in any eviction action against Tenant based on violation of this Addendum that Tenant did not know any person, occupant or guest was in violation of this Addendum.

2. Not limiting the broadest possible meaning as defined in this Addendum or at law, violent criminal activity also includes, but is not limited to, any criminal activity that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another. Not limiting the broadest possible meaning as defined in this Addendum or at law, drug-related criminal activity means the manufacture, sale, distribution, use or possession of a controlled substance, as defined by C.R.S. §12-22-303, or defined by any other law, and also includes the manufacture, sale, distribution, use or possession of marijuana, marijuana concentrate, cocaine or any other illegal drug regardless of amount, and regardless of whether or not manufacture, sale, distribution, use, or possession of said drug is a misdemeanor or a felony. Tenant and Landlord agree that any criminal activity as defined in this Addendum or at law is an act which endangers the person and willfully and substantially endangers the property of Landlord, co-tenants, persons living on or near the premises, and that such criminal activity constitutes a substantial violation under this Addendum or at law.

3. One or more violations of this Addendum by Tenant constitutes a substantial violation of the Lease and material non-compliance with the Lease. Because Tenant and Landlord agree that a violation of this Addendum constitutes a substantial violation, Tenant waives any and all legal rights of any kind whatsoever to claim or insist that Landlord must first serve Tenant with a demand for compliance or possession in order to initiate an eviction action against Tenant for recovery of the Premises. Upon any violation of this Addendum by Tenant, Landlord may terminate Tenant's right to occupancy without terminating the lease or Tenant's obligation to pay rent as set forth in the Lease at Landlord's election. Landlord's termination of Tenant's right to occupancy shall be effective with right of eviction upon three days' notice to quit. Unless required by law, Landlord shall not be required to serve any other notices upon Tenant in order to terminate Tenant's right of possession. Proof of the violation of this Addendum shall be by a preponderance of the evidence, unless otherwise provided by law. In case of any conflict between the provisions of the Lease and this Lease Addendum, the provisions of this Lease Addendum shall govern. This Lease Addendum is incorporated into the Lease executed or renewed between the Landlord and the Tenant.

This form has not been approved by the Colorado Real Estate Commission. It was prepared by Deerwoods Real Estate Management's legal counsel Tschetter Sulzer, PC.

Landlord/Agent for Landlord	Date		Tenant	Date
			Tenant	Date
			Tenant	Date

## ADDENDUM C - MOLD PREVENTION

This is an Addendum to the Lease dated \_\_\_\_\_ (the "Lease Date"), by and between \_\_\_\_\_ (Landlord) and (Tenants) \_\_\_\_\_, and \_\_\_\_\_, (collectively hereinafter "Tenant"), for the premises known as \_\_\_\_\_ County of (See Lease Abstract - County), State of Colorado ("Premises").

It is the goal of \_\_\_\_\_ (Landlord) to provide a quality living environment for its tenants. To help achieve this goal it is important we work together to minimize any mold growth in your Premises. That is why this Addendum contains important information for you, as well as responsibilities for both you and us.

### ABOUT MOLD

Mold is found virtually everywhere in our environment – both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms, which reproduce by spores and have existed practically from the beginning of time. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. When excess moisture is present inside a Premises, mold can grow. There is conflicting scientific evidence as to what contributes a sufficient accumulation of mold that could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

### Preventing Mold Begins With You

In order to minimize the potential for mold growth in your Premises, you must do the following:

- Keep your Premises clean – particularly the kitchen, the bathroom(s), carpets and floors. Regularly vacuuming, mopping, and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold.
- Immediately throw away moldy food.
- Remove visible moisture accumulating on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines, especially if the leak is large enough for water to infiltrate nearby walls. When showering, be sure to keep the shower curtain inside the tub and fully close the shower doors.

### In Order to Avoid Mold Growth

It is important to prevent excess moisture buildup in your Premises. Failure to pay prompt attention to leaks and moisture that might accumulate on Premises surfaces or that might get inside walls or ceilings can encourage mold growth.

Prolonged moisture can result from a wide variety of sources, such as:

- Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, refrigerators, A/C drip pans or clogged A/C condensation lines; and
- Leaks from plumbing lines or fixtures, washing machine hose leaks, leaks into walls from bad or missing grouting / caulking around showers, tubs or sinks.

**If Small Areas Of Mold Have Already Occurred On Non-Porous Surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic),** the Federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on type household biocide, such as *Lysol Disinfectant*, *Pine-Sol Disinfectant*, *Tilex Mildew Remover*, or *Clorox Cleanup*. Please note, only a few of the common household cleaners will actually kill mold. *Tilex* and *Clorox* contain bleach, which can discolor or stain. **Be sure to follow the instructions on the container. Do not clean or apply household biocides to (1) visible mold on porous surfaces, such as sheet rock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces.** Instead, notify us in writing, and we will take appropriate action.

### Tenant Obligations Regarding Mold

Tenant shall provide appropriate climate control within the Premises, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Tenant agrees to periodically inspect all sinks, bathtubs, toilets, shower enclosures, refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, air conditioners, and the connections, discharge lines and the areas surrounding each, to ascertain whether there are any water leaks or signs of water leaks. Tenant agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Premises.

Tenant also agrees to immediately report to the Landlord: (1) any evidence of a water leak or excessive moisture in the Premises, as well as any storage room, garage, or other common area; (2) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation, or air conditioning system in the Premises; and (4) any inoperable doors and windows. Tenant must send any electronic, statutorily required notices to Landlord at [habitability@deerwoods.com](mailto:habitability@deerwoods.com).

### Landlord's Obligations Regarding Mold

Upon written notification from Tenant regarding signs of water leaks, water infiltration, or mold, or any failure or malfunction in the heating, ventilation, or air conditioning system in the Premises, Landlord shall make necessary repairs to the Premises in accordance with state law and the Lease, provided such damage was not caused by the misuse or neglect of Tenant, or any occupants or guests of Tenant.

**Remedies**

A breach of this Mold Prevention Addendum by Tenant shall be a material violation of the Lease, allowing Landlord to recover possession of the Premises, in accordance with state law, and all other rights and remedies contained in the Lease.

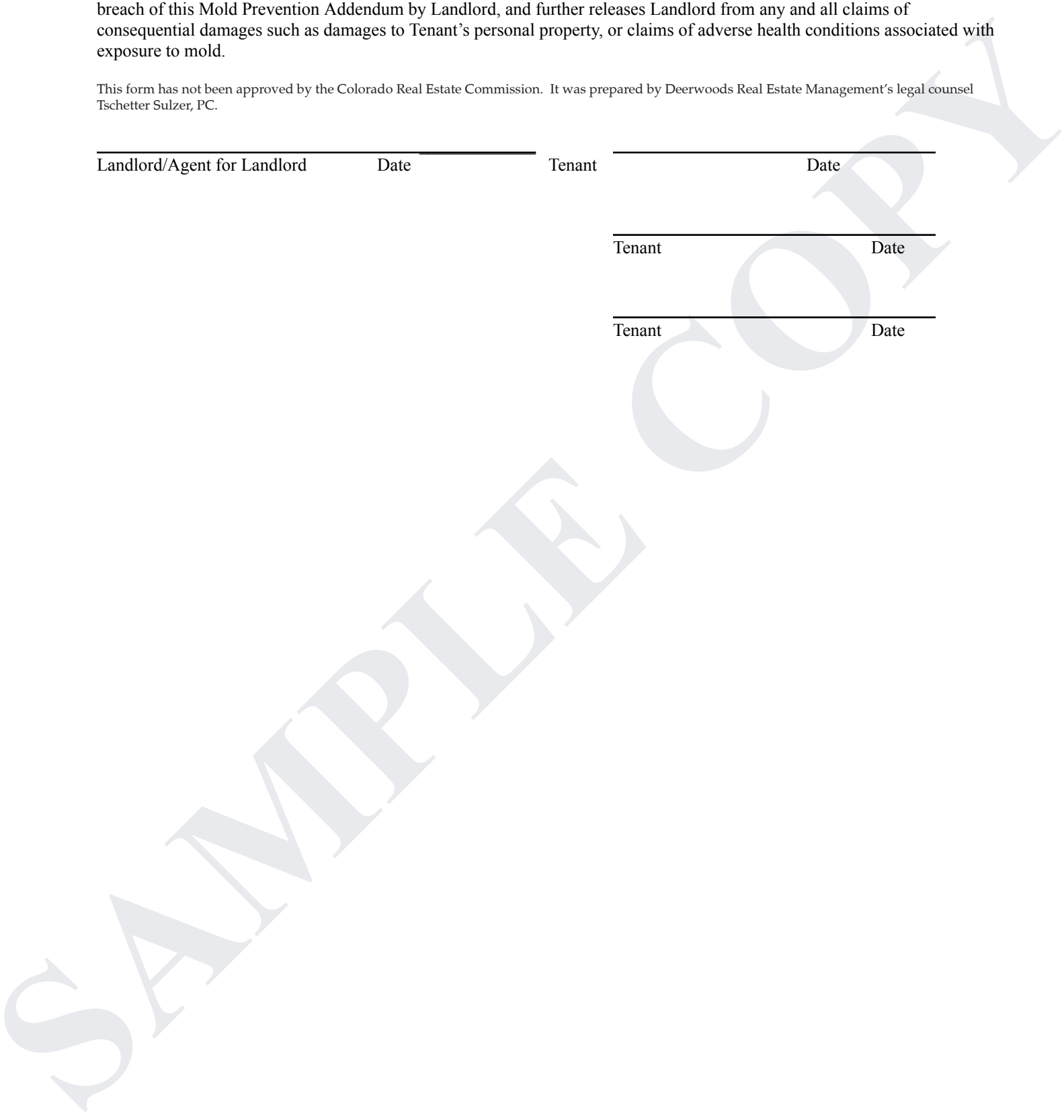
In the event of a breach of this Mold Prevention Addendum by Landlord, Tenant’s remedies are limited to the remedies set forth in C.R.S. § 38-12-501, et seq. Landlord shall in no event be liable for consequential damages such as damages to Tenant’s personal property or claims of adverse health conditions associated with exposure to mold.

**Warranties, Indemnifications, and Release**

Tenant hereby indemnifies and shall hold Landlord harmless from any and all claims or causes of action, arising (in whole or in part) from Tenant’s breach of the obligations contained in this Mold Prevention Addendum. Tenant hereby releases Landlord from any and all claims of Tenant or occupant for the presence of mold in the Premises, other than claims based on breach of this Mold Prevention Addendum by Landlord, and further releases Landlord from any and all claims of consequential damages such as damages to Tenant’s personal property, or claims of adverse health conditions associated with exposure to mold.

This form has not been approved by the Colorado Real Estate Commission. It was prepared by Deerwoods Real Estate Management’s legal counsel Tschetter Sulzer, PC.

_____	_____	Tenant	_____	_____
Landlord/Agent for Landlord	Date			Date
			_____	_____
			Tenant	Date
			_____	_____
			Tenant	Date



## ADDENDUM D - ASBESTOS (p. 1 of 2)

This is an Addendum to the Residential Lease Agreement dated «LeaseDate» (the "Lease"), by and between «Owner» (hereinafter "Owner") of the Apartment Community known as «CommunityName», and «Tenant1», «Tenant2», «Tenant3», and «Tenant4», (collectively hereinafter "Tenant"), for the premises known as «Address», «AptNumber», «City» Colorado «Zip», County of «County», State of Colorado ("Premises" or "apartment").

### ASBESTOS - DISCLOSURES - WARNING

1. **Disclosure of Asbestos.** In the past, asbestos was a commonly used insulation material in heating facilities and in certain types of floors, walls, and ceiling materials, shingles, plaster products, cement and other building materials. Asbestos was used because of its fire resistance and insulation properties. Specifically, in most dwellings that were built prior to 1981 and in some built after that up to approximately 1988, asbestos was commonly used as a construction material. Depending on the age of the Premises, asbestos may be present in various parts of your apartment as asbestos construction materials may have been used in the original construction or in renovations. Asbestos is or may be present in the walls, ceilings, flooring materials and other building components in your apartment and the common areas of this property.

2. **Asbestos Warning.** The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos in building materials does not pose a health risk to tenants and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

Asbestos is a naturally occurring, fibrous mineral that can only be identified under a microscope. Asbestos is found in the ground and is mined all over the world. In the past, asbestos was added to different products as insulation and for fire resistance. Asbestos is only harmful when its fibers become airborne and are inhaled or ingested. The lightness of the asbestos fibers allows them to stay airborne for long periods of time and to travel a far distance. Once inside the body, the asbestos hooks into the lining of the lungs or other parts of the respiratory tract and remains there forever. Despite these dangers, asbestos is still found in more than 3,000 products today.

3. **Acknowledgement of Asbestos Hazard.** By executing this Addendum, Tenant acknowledges that Tenant is aware that asbestos materials are hazardous to one's health, specifically and particularly if asbestos fibers are released into the air and inhaled. Tenant further acknowledges that Owner has warned Tenant that the Premises or Community may contain asbestos.

4. **Tenant's Agreement to Not Disturb Asbestos Areas.** While Owner is not aware of any conditions which would be harmful, Owner strongly cautions Tenant not to disturb any part of the building in which Tenant's apartment is located. In particular, but not limited to, structures having "popcorn" or "cottage cheese" type ceilings because these areas may contain asbestos fibers or asbestos-containing material. Such ceilings should not be disturbed since it could release asbestos fibers into the air. Any disturbance of ceilings, walls, or floors should be done only by licensed abatement contractors. Accordingly, Tenant shall not install fixtures, hooks or other hanging objects from the ceiling, walls or floors of your apartment and shall not drill, sand, grind, paint or break into any walls, floors or ceilings. Further Tenant shall not make, cause, or allow any improvements, alterations, modifications, construction or repairs to areas of the Premises potentially containing asbestos, including floors, walls, and ceilings. Disturbing any of these areas or materials may create various dusts and debris that could be inhaled with serious health consequences. If there is anything relating to Tenant's apartment, which might require any modification, repair, or change in the walls, ceilings, or floors, Tenant agrees to notify Owner's onsite agents so work may be performed by properly trained personnel. In addition, if Tenant becomes aware of any damage or disturbances of any building materials, including particularly ceiling leaks or floor, wall, or ceiling damage, Tenant agrees to notify Owner immediately so Owner can take proper measures. Tenant shall be responsible for and pay Owner all damages caused by Tenant's violation of this Addendum, including but not limited to all asbestos abatement costs.

5. **Asbestos Non-Disturbance Rules.** In addition to Tenant's other obligations under this Addendum, to prevent the disturbance and potential release of asbestos fibers, Tenant shall abide by the following rules at all times. Tenant may hang pictures and wall ornaments by driving hangers into walls, but shall not make any hole greater than one-quarter inch in diameter without the express written approval of the Owner. Tenant shall not drill holes for any purpose such as the installation of drapery rods or other fixtures. If requested by Tenant in writing, Owner shall arrange for such installations if approved in Owner's absolute discretion. Tenant shall immediately notify Owner of any holes of one quarter inch or larger in walls or ceilings. Tenant shall immediately notify Owner of any damaged vinyl flooring materials, or wall or ceiling materials that is crumbling, peeling, or is in any other way damaged. Upon notifications, Owner shall arrange for appropriate repairs if, in Owner's sole discretion, such repairs are necessary. Tenant shall never cause or make Tenant's own repairs.

6. **Relocation of Tenant.** If Owner determines in Owner's sole and reasonable judgment that a threat of asbestos exposure exists in the Premises (hereinafter an "asbestos event"), Tenant shall, within twenty-four (24) hours of receiving written notification from Owner, relocate to alternative housing. Tenant shall not return to the Premises until Owner has been able to complete repairs, if necessary, and any threat of asbestos exposure has been removed or abated. In cases of extreme emergency or danger, Tenant agrees to and shall evacuate the Premises immediately upon verbal or written notice from Owner or any governmental authority. By way of example but not limitation, significant exposure of asbestos due to fire or flood requires Tenant to evacuate and relocate immediately. Tenant shall not return to the Premises if the Lease is terminated





## ADDENDUM E - PET ADDENDUM (p. 1 of 2)

This is an Addendum to the Lease dated \_\_\_\_\_ (the "Lease Date"), by and between \_\_\_\_\_ (Landlord) and (Tenants) \_\_\_\_\_, and \_\_\_\_\_, (collectively hereinafter "Tenant"), for the premises known as \_\_\_\_\_ County of (See Lease Abstract - County), State of Colorado ("Premises").

Tenant agrees to pay an additional \$(See Lease Abstract - Pet Rent) per month, beginning on the \_\_\_\_\_ (Date) and each and every month thereafter that Tenant is obligated to pay total monthly rent in accordance with the terms of Tenant's Lease.

1. Pet #1 is a full-grown (See Lease Abstract Pet 1) (dog/cat, male/female), which is approximately (See Lease Abstract Pet 1) years of age, and weighs (See Lease Abstract Pet 1) pounds.

Pet #2 is a full-grown (See Lease Abstract Pet 2) (dog/cat, male/female), which is approximately (See Lease Abstract Pet 2) years of age, and weighs (See Lease Abstract Pet 2) pounds.

2. Pet #1 is generally described as follows, insofar as breed and physical characteristics are concerned:

(See Lease Abstract Pet 1)

Pet #2 is generally described as follows, insofar as breed and physical characteristics are concerned:

(See Lease Abstract Pet 2)

3. Pet #1's name is: (See Lease Abstract - Pet 1). Pet #2's name is: (See Lease Abstract - Pet 2).

4. Said pet(s) has been properly licensed and inoculated for rabies and other usual inoculations for the type of animal.

5. Regardless of Tenant's breed representation or classification above, Tenant agrees that Landlord shall make the final determination as to the breed of Tenant's pet(s) in Landlord's sole and absolute discretion if a dispute regarding breed arises. Tenant further agrees that pit bulls are banned from the Premises and Community, and shall not be allowed at any time. Pit Bull shall have the broadest possible meaning and includes but is not limited to any dog that is an American Pit Bull Terrier, Staffordshire Terrier, Staffordshire Bull Terrier, any type of Pit Bulls, Rottweilers, Dobermans, German Shepherds, Chows, Great Danes, Presa Canarios, Alaskan Malamutes, Siberian Huskies, Wolf-hybrids or Akitas due to contractual insurance limitations. This limitation includes any dog displaying the majority of physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing the majority of physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds, or any dog that is defined as a pit bull by any law, statute, or ordinance.

6. Permission to keep a pet is restricted to the particular animal pet(s) described above and does not extend to any other animal whatsoever. Tenant agrees that Tenant must obtain Landlord's approval for any additional or different pet(s) not specifically listed in this Addendum and pay Landlord any applicable fee, charges, or pet fee associated with any additional or different pet(s). Tenant agrees that Landlord may terminate Tenant's occupancy rights in the Premises after ten (10) days written demand for compliance if Tenant harbors any pet, including any visiting pet, for any duration that is either not expressly approved in writing by Landlord or that is not covered by a written Pet Addendum.

7. Tenant states that said pet(s) will not disturb or pose a threat or danger to any person and will not damage any portion of the Property. If in the sole and absolute judgment of the Landlord, the pet(s) disturbs or poses a threat to other persons, Tenant agrees upon ten (10) days written notice, to permanently remove said pet(s) from the Premises. If after receiving notice pursuant to this paragraph Tenant fails to remove any pet(s), Landlord may terminate Tenant's occupancy rights upon ten (10) days' notice to quit. In any action brought by Landlord to enforce this Pet Addendum, Tenant shall bear the burden of proof regarding any pet's status or removal. Tenant further agrees that Tenant will promptly pay for any damage done to any of the Property by said pet(s), and further agrees to indemnify and hold Landlord harmless from any claim, loss, expense, cost, or damage, including reasonable attorneys' fees by reason of the said pet(s) being on the Property.

8. Tenant agrees to clean up after pet(s) immediately. Tenant understands that there will be a \$50.00 charge for each incident that the Landlord must clean up after said pet(s).

9. Prior to having any pet on the Premises or at the community, Tenant agrees to pay a \$(See Lease Abstract - Non-Refundable Pet Fee) per pet non-refundable fee in consideration of Landlord allowing the pet(s). The pet deposit(s) is refundable after termination of occupancy, less the cost of cleaning or repairs made necessary by the pet(s), or any other sums owed under the Lease. Neither the fee nor the deposit shall limit the Tenant's liability in the event repair or cleaning is required that exceeds the above amount. Tenant agrees to pay all damages and costs in excess of the pet deposit(s). In the event the pet deposit(s) amount is not sufficient to cover these costs, Tenant will be responsible for payment of the additional damages and costs.



# ADDENDUM F - GARAGE and/or PARKING SPACE

This is an Addendum to the Lease dated \_\_\_\_\_ (the "Lease Date"), by and between \_\_\_\_\_ (Landlord) and (Tenants) \_\_\_\_\_, and \_\_\_\_\_, (collectively hereinafter "Tenant"), for the premises known as \_\_\_\_\_ County of (See Lease Abstract - County), State of Colorado ("Premises").

1. Garage or parking space. Tenant leases and is entitled to exclusive possession of: (check as applicable)

- garage attached or not attached to the dwelling, numbered as (See Lease Abstract - Garage Number); Monthly Garage Rent Charge: \$(See Lease Abstract - Monthly Garage Rent)
- parking space, space number(s) (See Lease Abstract - Parking Space Number); and/or Monthly Parking Rent: \$(See Lease Abstract - Monthly Parking Rent)

2. Additional Monthly Fee. Tenant agrees to pay a monthly fee for any garage or parking space in an amount set forth above and in paragraph 4 of the Lease Contract. All terms and conditions of the Lease apply to the above areas unless modified by this Addendum.

3. Use restrictions. Garage or parking space may be used only for storage of operable motor vehicles unless otherwise stated. No one may sleep, cook, barbeque, or live in a garage or parking space. Persons not listed as a Tenant or occupant in the Lease may not use the areas covered by this Addendum. No plants may be grown in such areas.

4. No dangerous items. Items that pose an environmental hazard or a risk to the safety or health of other tenants, occupants, or neighbors in Landlord's sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. Landlord may remove from such areas, without prior notice, items that Landlord believes might constitute a fire or environmental hazard. Because of carbon monoxide risks, Tenant may not run the motor of any vehicle inside a garage unless the garage door is open to allow fumes to escape.

5. No Detectors. Landlord will not furnish smoke, fire, or carbon monoxide detectors unless required by law.

6. Security. Any door of a garage, and any door between a garage and the dwelling must be kept locked. Keyed deadbolt locks should be locked when Tenant leaves.

7. Landlord is not responsible for loss/damage to Tenant's property. Tenant will maintain liability and comprehensive insurance coverage for any vehicle parked or stored, or for any other belongings stored. Landlord is not responsible for pest control in such areas.

8. Compliance. Landlord may periodically open and enter garages to ensure compliance with this Addendum. In the event Landlord enters any garage, Landlord will comply with the notice provisions set forth in the Lease.

9. No lock changes, alterations, or improvements. Without Landlord's prior written consent, locks on doors of garages may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. Tenant may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Tenant is liable for and will pay Landlord for any damage to any area covered by this Addendum.

10. Move-out and remedies. If Tenant vacates the Premises at any time for any reason without fully removing all property from any area covered by this Addendum or leave any property in any area covered by this Addendum, Tenant agrees that any property remaining in any area covered by this Addendum shall be abandoned. Tenant agrees that all Lease provisions covering or applicable to abandoned property apply to any areas covered by this Addendum, and that Landlord may remove and dispose of such property in accordance with any provision regarding abandoned property in the Lease. Landlord shall be entitled to exercise all remedies in the Lease if Tenant defaults on this Addendum, and all such remedies apply to any areas covered by this Addendum.

This form has not been approved by the Colorado Real Estate Commission. It was prepared by Deerwoods Real Estate Management's legal counsel Tschetter Sulzer, PC.

Landlord/Agent for Landlord	Date	Tenant	Date



## Unauthorized Occupant Addendum

The Unauthorized Occupant Addendum is made part of the Apartment Lease Contract (the “Lease”) by Owner and Resident. To the extent the terms of this Addendum conflict with the Lease, the terms of this Addendum shall control. An Unauthorized Occupant is defined as an individual who is living in the premises without prior knowledge, acceptance, and screening of the Landlord or Owner.

1. Resident (collectively “Affiliated Persons”) agree each person(s) mentioned and written in the Lease Contract are the **only** individuals living within the unit as described in the Lease.
2. The Resident or Affiliated Persons must notify the Landlord if another individual is to be added to the lease. The individual that will live in the unit must submit an application with a \$45 fee to be screened in order to be added to the lease. If the application is rejected for any reason, the individual may not live within the unit and will be considered an Unauthorized Occupant if they are discovered on the premises.
3. Resident agrees that if under suspicion, sight, or report that an Unauthorized Person is taking residence within the unit, the Resident will be subjected to a Notice of Compliance if an Unauthorized Occupant is living within the unit. If the terms of the Notice of Compliance are not fulfilled, the Resident (including all Affiliated Persons), and the Unauthorized applicant will be subject to termination.
4. If an Unauthorized occupant is discovered, the Unauthorized Occupant will be required to vacate the premises immediately. If the Unauthorized Occupant has not vacated the premises, all members on the Lease Contract (including all Affiliated Persons) will be subject to termination.

### **Tenant Initials:**

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This form has not been approved by the Colorado Real Estate Commission. It was prepared by Deerwoods Real Estate Management’s legal counsel Tschetter Sulzer, PC.

## ADDENDUM ASSISTANCE ANIMAL

This is an Addendum to the rental agreement/Lease dated \_\_\_\_\_ (the "Lease"), by and between Landlord and \_\_\_\_\_, Tenant concerning Tenant's service animal.

1. "Premises" for purposes of this Assistance Animal Addendum pertains to the rental unit that Tenant is leasing from Landlord and which the lease concerns, known as unit \_\_\_\_\_.

2. "Property" for purposes of this Assistance Animal Addendum pertains to all of the Property that Landlord manages at the complex known as \_\_\_\_\_, including but not limited to tenant's unit, all common areas, buildings, walk ways, grounds, fenced areas, parking lots, the Premises, and perimeters of the complex.

3. Landlord agrees to allow Tenant to have an assistance animal at the Premises as a reasonable accommodation for the disability that Tenant has disclosed to Landlord.

4. The service animal is a \_\_\_\_\_ (dog/cat, male/female), which is approximately \_\_\_\_\_ years of age, and weighs \_\_\_\_\_ pounds and Tenant represents that this animal will serve as assistance animal during the time period of his/her tenancy by providing [services to the Tenant or by providing companionship to the Tenant - housing provider needs to fill this in].

5. The assistance animal is also generally described as follows, insofar as breed and physical characteristics are concerned:

\_\_\_\_\_  
\_\_\_\_\_.

6. The assistance animal goes by the name: \_\_\_\_\_.

7. Tenant represents and affirms that he/she has properly licensed the assistance animal if there is any general municipal or governmental licensing requirement for this type of animal and that he/she has inoculated the assistance animal for rabies and other usual inoculations for this type of animal (certificate attached).

8. Landlord's permission for Tenant to have the assistance animal described above is restricted solely to the particular service animal described above, and does not extend to any other animal whatsoever and does not change or waive the Lease's no-pet restrictions.

9. Tenant certifies that the assistance animal will not pose a direct threat of harm or danger to any of the other tenants, Landlord's staff, or any other individuals and will not damage any portion of the Premises or the Property. If the assistance animal poses a direct threat of harm to anyone during Tenant's residency, and/or if the assistance animal damages any portion of the Landlord's Property,

Landlord will notify Tenant in writing of the problem and upon receipt of such written notice, Tenant shall have ten (10) days to correct the behavioral issue with the assistance animal and/or pay for any damages to the Premises and/or Property. If Tenant fails to correct the problem with the assistance animal and/or pay for any damages caused to the Premises and/or Property within the ten (10) days of receiving notice from Landlord, Landlord may terminate Tenant's occupancy rights upon three days Notice to Quit. Tenant further agrees to indemnify and hold Landlord and Owner of the Property harmless from any claim, loss, expense, cost, or damage, including reasonable attorneys' fees by reason of the assistance animal being on the Property.

10. Tenant agrees to continually clean up after the assistance animal, which includes but is not limited to cleaning up the assistance animal's waste on or near the Landlord's Property. Tenant expressly acknowledges the Landlord does not provide as part of its normal services animal waste removal and that Tenant is solely responsible for such waste removal. Tenant further agrees to prevent the assistance animal from causing damage to the Premises beyond normal wear and tear. If Tenant fails to clean up after the assistance animal, Tenant agrees upon three (3) days written notice in the form of a demand for compliance, to thoroughly clean up after the assistance animal. If after receiving notice pursuant to this paragraph Tenant fails to thoroughly clean up after the assistance animal, Landlord may terminate Tenant's occupancy rights pursuant to that demand for compliance.





## Pest Control Addendum

This Pest Control Addendum is made part of the Apartment Lease Contract (the "Lease") by Owner and Resident. To the extent the terms of this Addendum conflict with the Lease, the terms of this Addendum shall control.

1. Resident shall keep the Apartment in a neat, clean, good and sanitary condition, including keeping the Apartment and all personal property in the Apartment free from Pest and their eggs.
2. Resident shall immediately notify Owner in writing of any known or suspected Pest infestation of the Apartment.
3. Owner or owner's contractor shall have the right to enter the Apartment at all times with or without prior notice for the purpose of inspecting for and treating Pest infestation. Resident acknowledges and agrees that the treatment may include the application of pesticides.
4. If given at least 24 hour notice of the date on which treatment shall be applied, Resident shall complete all pre-treatment instructions provided by Owner or Owner's contractor including, but not limited to: the movement or removal of any or all personal property; the bagging and/or laundering of all clothing; the removal of all items from cabinets; the removal or disposal of all clutter in the Apartment; and the thorough cleaning of the Apartment.
5. Resident shall complete all post-treatment instructions provided by owner or owner's contractor including, but not limited to leaving traps and poison distribution systems unmolested.
6. In the event the Owner reasonably determines that any Resident's personal property is infested with any Pest, Owner may require that such personal property be permanently removed from the Apartment upon ten day written demand and may require that such personal property be sealed prior to removal in order to keep Pest from spreading to common areas or other residences in the complex.
7. **If Resident has not followed preparation instructions or denies access for treatment, Resident shall be fined \$150 plus the cost of treatment, for the first occurrence and \$200 plus the cost of treatment, for each subsequent occurrence.** \_\_\_\_\_
8. Provided Resident fully complies with the terms of this Addendum, Owner shall provide appropriate extermination in response to the infestation of Pests. In the event the action or inaction of Resident, a member of Resident's household, a guest or invitee of Resident, or a person under Resident's direction or control contributes to or causes the infestation or Resident refuses to provide access of comply with pre and post treatment instructions, Resident shall be responsible for the cost of the extermination in addition to the other remedies provided by the Lease.
9. Failure of Resident to fully comply with the terms of this addendum may result in eviction.

**Tenant Initials:**

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## LEASE ADDENDUM

### RENTERS INSURANCE REQUIRED OF RESIDENT

1. **Addendum.** This is an addendum to the Lease Contract for

the residence located at \_\_\_\_\_

\_\_\_\_\_ in \_\_\_\_\_ (city) \_\_\_\_\_ (state).

The effective date of this Addendum is \_\_\_\_\_.

#### 2. Acknowledgment Concerning Renters Insurance Requirement

For the duration of your Lease Contract you must maintain a personal renters insurance policy, which provides limits of liability to third parties in an amount not less than \$100,000 per occurrence. You will ensure that the renters insurance policy identifies the landlord or property management company as a "Party of Interest" or "Interested Party" (or similar language as may be available). You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods, a policy of personal property insurance with this limit and otherwise satisfying the requirements listed below, at your sole expense.

#### 3. Required Policy.

As a condition of your lease, the following is required:

- a. Prior to move in, residents must obtain and during the pendency of the Lease Contract, maintain and provide proof of coverage for a minimum of \$100,000 public liability and property damage from a negligence act to the person or property of others on the resident premises with his or her consent, and resident(s) shall indemnify and hold all other parties harmless from all claims arising from any such injury or damage throughout the term of the tenancy. This is to protect the property and resident from damage to the Landlord's property to include damage caused by Water, Fire, Smoke and Explosion.
- b. All insurance carriers are required to list [Community Name: **Deerwoods Management LLC, Address: 5801 Logan St., Denver Colorado, 80216 and email: info@deerwoods**] as an "Interested Party" on the Declaration page and that the insurance company will notify the community in the event of a cancellation or change in policy status.
- c. WATER COVERAGE MUST BE PROVIDED FOR NEGLIGENT RESIDENT-CAUSED DAMAGE TO THE INSURED'S UNIT OF POSSESSION AS WELL AS ADJACENT UNITS DAMAGED DUE TO THE INSURED'S NEGLIGENT ACTIONS. (i.e. If I accidentally overflow my bathtub, will this policy cover the damages to my unit and adjacent units?)

4. **No Solicitation.** Unless otherwise acknowledged in writing, you acknowledge that we have made no solicitations, guarantees, representations, or promises whatsoever concerning any insurance or services provided by any insurance company. You were and are free to contract for the required insurance with the provider of your choosing so long as that provider comports with the requirements of paragraph 3 above.

5. **Subrogation Allowed.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract. Accordingly, our insurance carrier may sue you for losses it pays as a result of your negligence, and your insurance carrier may sue us for losses it pays as a result of our negligence.

6. **Your Insurance Coverage.** By signing this Addendum, you acknowledge that you have purchased (or will purchase) the insurance described in paragraphs 2 and 3, and that you will provide written proof of this insurance to on-site staff prior to taking possession of the residence. You further acknowledge that you will keep this insurance policy in-force for the entire term of the lease. If any material terms of your insurance policy change, you agree to promptly provide a copy of the modified policy terms to the on-site staff, and further understand that failure of your policy to meet the requirements of

paragraph 3 at any time will be considered a default under paragraph 7. For the purposes of this paragraph, either the written policy itself or the declaration page to the policy shall be acceptable.

7. **Default.** Unless otherwise prohibited by law, any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law. If you fail to pay the insurance charge or if you allow your policy (from the carrier of your choice) to expire or cancel, you will be in default under the terms of your lease. If Tenant fails to provide proof of insurance prior to move-in, or fails to maintain insurance as required herein, Landlord may, but shall not be required to, obtain insurance on behalf of Tenant (as Tenant's agent), the cost of which (premium plus administrative charges) will be added to Resident's monthly Rent as a fee. Failure to provide adequate proof of insurance to Landlord, in Landlord's sole judgment, shall constitute a breach of the Lease.

8. **Miscellaneous.**

- a. Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.
- b. The insurance required by the Lease Contract is not required by any law. Your obligation to provide insurance stems solely from the Lease Contract and this Addendum.
- c. The insurance required by the Lease Contract is not an attempt to limit the landlord's liability for its own negligence or your liability for your own negligence.
- d. The insurance required by the Lease Contract is not in lieu of, or in any way a component of, the security deposit required by the Lease Contract.

**By signing below, you acknowledge and agree that you understand and agree to the terms of this Addendum.**

**Resident or Residents**

[All residents must sign here]

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**Landlord or Landlord's Representative**

[Sign here]

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**Date of Lease Contract**

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SAMPLE COPY