



# 1. Colorado Residential Lease: Residency and Financials

## 1.1 UNDERSIGNED AND TERM

The undersigned: <<Tenants (Financially Responsible)>> <<Co-Signer(s)>> (hereinafter called Resident), agrees to rent from Pioneer Property Management, LLC (PPM), an Agent for the Owner (hereinafter collectively called Landlord), the premises located at:

<<Unit Address>>

The premises are leased for the minimum term starting <<Lease Start Date>> and ending <<Lease End Date>>, at noon. If this lease is not terminated as provided in paragraphs "PROPER TERMINATION" or "IMPROPER TERMINATION" below, this lease will continue, with all terms and conditions in full force and effect, on a month to month basis until terminated in accordance with the provisions of those paragraphs.

## 1.2 RENT / LATE CHARGES

Resident agrees to pay to Landlord, using the Pioneer Property Management, LLC Automated Payment System, the following monthly charges:

<<Monthly Charges>>

The initial payment of charges for the first month shall be due on or before the lease start date. Every month thereafter, monthly charges are due five (5) days before the end of the preceding month (due date).

That portion of the monthly charges that is rent is due five (5) days before the end of the preceding month and rent is in default if not received before the fourth day before the end of the preceding month. Note: date posted on Landlord bank register will constitute payment date of received funds. For a term commencing on a day other than the 1st day of a month or ending on a day other than the last of the month, monthly charges shall be prorated. Proration cost per day is determined by the total monthly charge divided by the actual number of days in the month. Overpayments resulting from Resident failure to adjust automated payment system settings as necessary shall be returned in the security deposit disposition process.

Resident understands that if the total monthly charges, except past due Late Fees, are not received before the second (2nd) day of each month, there will be a **late fee in the amount of 5% of past due rent or \$50.00, whichever is greater**. The Late Fee accrues on the eighth day of the month and is due on the date it accrues. Resident agrees that Written notice of any Late Fee incurred shall be deemed timely given when the charge appears on Resident's ledger, or any other notice provided to Resident, within 180 days of its accrual. Resident acknowledges that if a ledger is provided to Resident through an internet portal, it is deemed received by Resident on the date it is posted in the portal. A **Returned Payment Fee in the amount of \$20.00** will be charged for any returned check, payment, or ACH which is rejected. The Returned Payment Fee shall not be considered a Late Fee. The Returned Payment Fee shall be charged each time that a check, payment or ACH is presented to the Landlord's bank for payment and does not clear and is charged in order to compensate the Landlord for bank charges incurred as well as for the administrative time incurred by Landlord as a result of the receipt of the returned check or ACH payment from Resident. The Returned Payment Fee shall be due from Resident to Landlord upon demand.

Any payment received by Landlord from Resident may be first applied to any sums due, with the exception of Late Fees, pursuant to this agreement regardless of notations or restrictions on checks, money orders, etc and regardless of when payments are made or charges are incurred. At Landlord's election, payment may be restricted to certified funds only at any time.

No-less-than sixty (60) days prior to the end of the minimum term, or no-less-than sixty (60) days before the 1st day of any month thereafter, Landlord may give notice to Resident of intent to increase the monthly rental amount, with said notice being posted on the Resident's door, or emailed. If Resident remains in possession of the premises, Resident shall be deemed to have agreed to any such increase. If Resident does not agree to any such increase, Resident agrees to give Landlord written notice to vacate as required in paragraph "PROPER TERMINATION" below.

Resident has been provided key(s) and/or remote(s) and/or fob(s) as indicated in previous lease or **Tenant Information Package**. KEYS MUST NOT BE DUPLICATED. Resident shall not change the locks or add a deadbolt or any other lock (including padlocks) without written consent of Landlord. Any Resident or occupant who has permanently moved out according to a remaining Resident's affidavit is (at Landlord's option) no longer entitled to occupancy or keys. All keys must be returned to Landlord when the unit is vacated; Resident will be charged for the cost of new locks and keys that are not returned.

## 1.3 BROKERAGE SERVICES

In addition to rent, residents will be charged a brokerage service charge of \$25/mth. NOTE: No discounts will be provided.

#### 1.4 LEASE PREPARATION AND ADMINISTRATION FEE

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Resident is responsible for the payment of a one-time, non-refundable Lease Preparation and Administration Fee equivalent to 15% of one month's rent for the costs associated with the processing and administration of the Lease. Payment shall be due on or before the Lease Start Date to secure the performance of this Lease. The Lease Preparation and Administration Fee does not apply to renewal leases.

#### 1.5 DEPOSITS

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Resident has paid to Landlord at the time of signing this lease (for renewal leases, funds transfer from previous lease):

Security Deposit: <<Security Deposit Charges>> (\$0.00 if blank)

Additional Deposits: <<Total Additional Deposits>> (\$0.00 if blank)

The **Security Deposit** includes a nonrefundable **\$150 Lease Administration fee** charged upon final disposition.

The total deposit, in the amount(s) stated above, is to secure Landlord against any breach by Resident of the terms, covenants and conditions of this agreement, including without limitation, the payment of rent, the condition of the premises on termination of this agreement and notice requirements. Landlord agrees to account to Resident for the deposit within sixty (60) days of Resident's delivery of possession of the premises to the Landlord or termination of the lease, whichever occurs last. After delivery of possession, Landlord may apply the deposit to any amounts due pursuant to this agreement or any cost or expense arising out of Resident's breach of this agreement. Landlord shall have the right, at any time, but not the obligation to, apply all or any part of the Security Deposit toward curing any default by Resident. If Landlord does apply any portion of the Security Deposit to an amount owed to Landlord by Resident during the tenancy, Resident agrees to, and shall upon demand immediately, deposit with Landlord the amount required to restore the Security Deposit to the amount herein specified as Security Deposit.

A statement will be provided to Resident and, if applicable, corresponding payment will be mailed to a forwarding address provided by Resident. If no forwarding address is provided, Landlord is deemed to have complied with state law by mailing any payment required to the last known address of the Resident. There will be no interest paid to Resident on the Security Deposit unless otherwise required by law.

Should the Agent for the Owner change during the term of this lease for any reason, the Owner, or the Owner's assignee, will become the Landlord upon notification to the Resident.

At that time, Pioneer Property Management, LLC will transfer deposits held to the Owner or the Owner's assignee. Upon transfer of the deposits, Pioneer Property Management, LLC shall be absolved of any deposit disputes or claims and the Resident hereby indemnifies and agrees to hold Pioneer Property Management, LLC, its officers, employees, agents, and all other related persons harmless from all claims, actions and compensation whatsoever related to the Resident's security deposit.

#### 1.6 UTILITIES

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Resident is responsible for gas, electric, and trash (when not provided and managed by a municipality or HOA). Resident shall not allow resident-responsible utilities to be disconnected by any means (including nonpayment of bill) until the termination of this lease agreement. Changes or installation of utility lines, meters, submetering or load management systems, and similar electrical equipment serving the premises shall be the exclusive right of Landlord, provided such work is done in a reasonable manner. Utilities shall be used only for normal household purposes and not wasted. Resident assumes all responsibility for trash and recycling receptacles regardless of billing responsibility.

#### 1.7 PETS/ANIMALS

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Resident acknowledges that No Pet(s)/ Animal(s) are permitted unless listed here:

<<Pet Information>>

The Pet/ Animal(s) listed above have been approved by Landlord. **Resident shall not allow any additional Pet/Animal on the premises without the express written agreement of the Landlord which may be withheld in the Landlord's sole discretion.** If Landlord consents to Resident keeping a Pet/ Animal on the premises, Resident shall pay such additional rent, security deposit and fees as Landlord may require and Resident's obligations pursuant to paragraphs "CLEANING / ALTERATIONS" and "ACCESS / RE-RENTING / RIGHT TO SHOW" below shall not be diminished or reduced thereby. Landlord reserves the right to demand removal of any animal immediately and permanently if the Landlord determines that the animal is aggressive, a nuisance, or otherwise is in violation of applicable laws and ordinances, including leash laws, vaccinations, etc. Failure to do so may be grounds for eviction. Any additional deposit paid for Pet(s)/ Animal(s) may be applied toward any outstanding damages or losses, including but not limited to Pet/ Animal damage or cleaning, and Resident remains liable for damages in excess of deposits. Resident is solely responsible for the entire amount of any injury to any person or property damage caused by the Pet/ Animal, and shall indemnify Landlord for all damages, including but not limited to any costs or attorney's fees resulting from such incidents and/or resulting dispute and/or litigation.

**The Resident understands and agrees to the following:**

- Pet fee: \$250 One Time Fee + \$35/mth per pet

- No pets less than 12 months old will be allowed;
- No pet which is attacked-trained or vicious or with a history of biting people or other animals, or of property damage will be kept on the premises at any time;
- That the Resident is solely responsible for any and all damage to the Owner's property including, but not limited to the premises, carpeting, blinds, furnishings, appliances, and landscaping, including the lawn and shrubbery;
- That in alike manner, Resident is responsible for any and all damage or loss to persons or property of others caused by the Resident's Pet(s)/Animal(s) and in this regard does hereby agree to hold the Landlord harmless for any such damage;
- That all Pet(s)/Animal(s) should be cared for and maintained in a humane and lawful manner;
- That all Pet(s)/Animal(s) waste shall be removed and disposed of promptly, including waste in neighbor's yards distributed by Resident's Pet(s)/Animal(s);
- That all Pet(s)/Animal(s) shall be maintained so as not to cause annoyance to others.
- That fees will be incurred if pet(s)/animals(s) restrict access as outlined in sections "MAINTENANCE OF THE PREMISES / REPLACEMENT COSTS FOR DAMAGES" and "ACCESS / RE-RENTING / RIGHT TO SHOW".
- No fish tanks/aquariums are allowed without prior Landlord approval.

## 1.8 USE / ASSIGNMENT

Resident agrees that the premises are to be used and occupied by Resident and all other authorized occupants not signing the Lease Contract (None, unless listed here): <<Other Occupant(s)>> for residential purposes only. No other persons, including guests, shall be allowed to reside in the premises for more than seven cumulative days without the express written agreement of Landlord. Resident is responsible for the conduct of any and all occupants and guests. Any person in the common areas coming to or from the premises shall be deemed to be Residents' guest. Resident shall not assign this Agreement or sublet the premises or any part thereof and shall not allow any person to occupy the same other than persons listed on the Lease.

Use of the premises as a short-term rental, or advertising the premises for use as a short-term rental, or an AirBnB or other similar services, is strictly prohibited.

Landlord has the right to Bar individuals from the premises and community. Resident shall not allow any barred individual to visit or stay in the premises and guests may be limited by the provisions under the Rules and Regulations.

## 1.9 CONDITION OF PREMISES AT BEGINNING OF TERM, MOVE IN/OUT-INSPECTION REPORT

Resident has or will inspect the premises prior to or immediately upon occupancy and will report in writing (The Move In/Out-Inspection Report) to Landlord any damages or defects in the premises, within seven (7) days or less, of taking occupancy of the premises. If inspection identifies cleaning and/or maintenance required to bring the property to a clean and habitable condition, an online service request must be submitted otherwise Resident has accepted the property in "as-is" condition. Any damages or defects not reported to Landlord as required in this paragraph shall be deemed to have been caused by Resident, and Resident shall be responsible for the cost of repairs and/or cleaning.

## 1.10 PROPER TERMINATION (NOTICE TO VACATE)

Resident agrees that to terminate this lease agreement at the end of the minimum term at least sixty (60) days written notice must be given to Landlord prior to the expiration of the minimum term of the lease; or, if the lease is on a month to month basis, thirty (30) days prior to the end of departure month.

If Resident delivers possession of the premises to Landlord, or abandons the premises, prior to the termination of this lease, Resident agrees to pay to Landlord the monthly charges and uphold maintenance responsibilities and utility payments as outlined below until the date the lease terminates at the end of the applicable notice period.

If no written notice is given, Landlord shall be deemed to have actual notice of Resident's intention to vacate as of the date Landlord takes possession of the premises. Landlord may terminate this agreement without cause by giving Resident twenty-one (21) or more days written notice prior to the end of the minimum term or, thereafter, twenty-one (21) or more days prior to the end of any month. Landlord may terminate this agreement for cause as provided by Colorado Law.

## 1.11 IMPROPER TERMINATION (LEASE BREAK)

Resident acknowledges that failure to complete the minimum lease term or failure to give the required written notice as described in "PROPER TERMINATION" paragraph and move out as promised, will damage Landlord and Landlord will incur costs and expenses including, but not limited to, costs to make the premises showable to prospective residents that would not normally be chargeable as damages, advertising costs, time showing the unit and screening potential residents, delays in scheduling work by contractors or Landlord's employees, and lost opportunity costs of renting other premises. If proper notice is not given and complied with, **and/or if Resident fails to complete the minimum lease term**, Resident agrees to pay to Landlord an Improper Termination Fee in the amount of **\$2,500.00 or one (1) month's rent, whichever is greater.**

If Resident delivers possession of the premises to Landlord, or abandons the premises, prior to the termination of this lease, Resident agrees to pay to Landlord the monthly charges and uphold maintenance responsibilities and utility payments as outlined below until the end of the minimum lease term or, if the lease is on a month to month basis, for the proper notice period. Landlord shall use reasonable efforts to re-rent the premises at reasonable market rates and Resident shall be entitled to a credit against rent due pursuant to this paragraph for

rents received for periods of time prior to the date this lease would otherwise terminate.

## 1.12 LIABILITY

Resident agrees that all personal property kept in the premises shall be at the risk of Resident.

**Landlord's insurance policies provide no coverage for Resident's property including automobile(s).** Resident must obtain insurance for losses including but not limited to those losses attributable to theft, fire, smoke, water damage, and the like as specified in Section 6 of the Lease. Except to the extent caused by or arising from the gross negligence or willful misconduct of Owner, Agent or its agents, employees or contractors, Resident agrees not to hold Landlord liable for any matter for or on account of any loss or damage sustained by action of any third party, fire, water, theft, smoke, or the elements, or for loss of any articles from any cause from said premises or any other part of said buildings or for an injury to Resident, Resident's family, guest, employees or any person entering the premises, building, common area or property of which the premises are a part. In the event Resident abandons the premises and fails to remove any personal property, Landlord may take possession of the premises and dispose of any such personal property as Landlord may determine in its sole discretion and Resident waives any claim for damages against Landlord arising out of the disposal of said personal property. Resident agrees that Landlord shall not be liable for damages or costs incurred due to Landlord's inability to deliver possession on the occupancy date of this Agreement. Rent shall be prorated during the second month of occupancy, if applicable. Resident may terminate this agreement in writing if possession is delayed more than three (3) days beyond the scheduled date of occupancy, and all money paid by Resident to Landlord shall be refunded allowing sufficient time for bank clearance of checks. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that do not prevent Resident from occupying the premises.

## 1.13 PAYMENT OF FUTURE RENT

In the event that Resident shall be in default of the payment of rent or any other term or covenant of this lease agreement, Landlord may make such demand of Resident as required by law and proceed with legal action to regain possession of the premises and to dispossess Resident, all without terminating Resident's obligations under this lease agreement including but not limited to the obligation to pay future rent. If Landlord regains possession of the premises pursuant to this paragraph, Landlord shall use reasonable efforts to rent the premises and shall apply any rent received first to costs to recover possession and restore the premises to rentable condition and then to sums due by Resident pursuant to this lease agreement.

By initialing below, you acknowledge and agree to the terms in Section 1.

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# 2. Policies and Procedures

## 2.1 RULES AND REGULATIONS

Resident shall comply with all laws, ordinances, public rules and governmental regulations applicable to the premises and its use. If applicable, Resident is responsible for completing a Fire Safety Equipment Report upon request; if a completed report is not provided within 30 days of request, Resident will be charged for a service call plus a \$50 processing fee.

Resident shall comply with the Homeowner Association (HOA) covenant, rules, regulations, and other requirements if applicable, (online access to or a copy of the HOA covenants, rules and regulations will be provided to Resident) and are incorporated by reference into this lease. A breach of HOA covenants, rules or regulations shall constitute a breach of this lease. Resident shall also be responsible for HOA fees and deposits pertaining to move-in/move-out. Any fines incurred by the HOA for violation of the regulations will be paid for by Resident, plus a \$100 administration fee. **Resident is required to promptly forward any HOA notices and/or violation letters received to PPM via email. Any fines resulting from information not being forwarded to PPM will be the responsibility of resident.**

Landlord may amend the rules and regulations, from time to time, in any reasonable manner. The Resident shall not permit or suffer any act or omission constituting a nuisance to other residents, management or any authority, including without limitation, excessive noise, excessive traffic into and out of the premises, violence or threats of violence, and use of controlled substances. Resident waives any claims against Landlord for negligence.

## 2.2 MOTOR VEHICLES

Landlord is not responsible for the safety of or damage to Resident or any occupants' or guests' motor vehicles. Resident agrees not to store and/or park any trailer, camper, boat, or any other similar recreational item or vehicle (commercial or public) at the premises without the written consent of the Landlord. Resident further agrees not to make any repairs of the aforementioned motor vehicle and/or recreational items at the premises without the written consent of the Landlord. Resident agrees that any abandoned, unlicensed, inoperable/leaking and/or wrongfully parked vehicles parked on the premises are prohibited and may be towed off the premises with or without notice as otherwise required by the laws of the State of Colorado pertaining to the non-consensual towing of motor vehicles by the Landlord or

hired towing company at the vehicle owner's expense after posting a 72-hour notice in a conspicuous place on the vehicle indicating the Landlord's intent to tow said vehicle. No loud vehicles allowed. No parking on lawn or sidewalk, including move in and move out. All damage to driveway, garage or garage door resulting from Resident's negligence shall be repaired solely at Resident's expense. Landlord is not responsible for obtaining parking permits for Resident.

## 2.3 PROHIBITED CONDUCT

Resident and all occupants or guests may not engage in the following prohibited activities: loud or obnoxious conduct, including unreasonable odors; disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the premises, including unreasonably hostile communications with the Landlord or the Landlord's representatives, including unreasonably foul language or interference with Landlord's management of the property; possessing, selling, or manufacturing illegal drugs or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by Colorado Law; discharging a firearm near the premises; displaying or possessing a gun, or other weapon; acts prohibited by statute, ordinance or rules and regulations of any government entity or homeowner association; conduct which results in the issuance of a nuisance letter or notification of violation from any governmental agency; soliciting business or contributions; using the premises for other than residential use to include operating a business or childcare service; storing anything in closets having gas appliances; tampering with utilities; or, bringing hazardous materials into the premises or yard; climbing any trees; accessing the roof via ladder is prohibited. Use, possession and growth of marijuana is prohibited inside and outside of the property and any structure on the premises. Swimming pools, trampolines, jungle gyms, climbing structures, slack lines, hot tubs/spas, saunas, and fire pits are prohibited.

By initialing below, you acknowledge and agree to the terms in Section 2.

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## 3. Responsibilities

### 3.1 MAINTENANCE OF THE PREMISES / REPLACEMENT COSTS FOR DAMAGES

Resident agrees to maintain the premises in good condition including walls, appliances, carpet, draperies, blinds, windows, plumbing fixtures, smoke detectors, carbon monoxide detectors, and fire extinguishers (hereinafter referred to as "improvements"). Resident acknowledges that all of the improvements are in good and usable condition, with an indefinite useful life remaining, at the commencement of this lease except as noted on the Inspection Report described in paragraph "CONDITION OF PREMISES AT BEGINNING OF TERM, MOVE IN/OUT-INSPECTION REPORT" above. The improvements in the premises, including any carpet and floor coverings, would not have to be replaced in the foreseeable future due to ordinary wear and tear. If, upon the move out of the Resident, it is necessary to replace any improvement due to damage by the Resident beyond normal wear and tear, Landlord may replace any improvement and the Resident agrees to pay the full replacement cost regardless of the age or actual value of the improvement at the beginning of this lease. If any damage or failure prevents Resident from using the premises for residential purposes, Landlord will repair or replace the damaged or failed component(s).

Resident is responsible for replacing and/or cleaning filters on heating units every 3 months; any damages caused to units because of not changing or cleaning filters will be paid for by the Resident. Resident is responsible for replacing smoke alarm, carbon monoxide alarm, and flood alarm (if present) batteries as needed by manufacturer's specification. In addition, Resident is responsible for inspecting and testing smoke and carbon monoxide alarms every 6 months for proper location and functionality and provide written notice to Landlord of any nonfunctioning or missing units. Smoke detectors are required in every bedroom, outside each sleeping area, and on every level. Carbon monoxide alarms are required within 15 feet of each bedroom entry door and at least one alarm on each level of a multi-level dwelling unit. In addition, every unit must have one or more portable fire extinguishers as provided by Landlord prior to Resident taking possession of the premises.

If Resident is responsible for any damage, failure, user error, or service call, Resident will pay to Landlord the cost of the repair, replacement, or service call; including but not limited to tripped circuit breakers and/or ground-fault-circuit-interrupter outlets and/or garage door sensors. Landlord shall not be responsible for any inconvenience and/or abatement of Rent to Resident occasioned by the damage or failure, provided Landlord pursues the repair or replacement with reasonable diligence; this includes but is not limited to loss of perishables and/or damage to personal property. Landlord shall not be responsible for utility bills resulting from malfunction or failure of any property improvement or system unless Landlord is responsible for the specific utility. Landlord's obligation to repair is separate from Resident's obligation to pay rent and Resident may not withhold rent pending repair or replacement of improvements in the premises except as allowable under specific statutory guidelines. Resident agrees that there is no covenant of quiet enjoyment by Landlord.

Resident agrees to keep all areas of the rental premises reasonably clean, sanitary and free from all accumulation of debris, filth, rubbish and garbage and shall insure appropriate extermination/control in response to the infestation of pests, rodents or vermin, and shall insure an adequate number of appropriate receptacles for garbage and rubbish, which shall be kept in good repair by resident.

**Resident shall promptly notify the landlord in writing through the online portal** of any damages or repairs needed to the property, and shall be liable for any and all damages or repairs caused by the action or inaction of the Resident(s), their guests and/or invitees.

Only Landlord-approved contractors shall be allowed to perform repairs and/or maintenance at the property except as provided herein. Resident agrees that telephone and/or email information may be shared with Landlord and/or Landlord-approved contractors to assist with coordination of service and/or showings at the property. Resident authorizes Landlord and/or Landlord-approved contractors to enter, photograph and/or film overall property conditions, and to assess and perform work related to repairs and/or maintenance of the property during normal business hours. The Landlord-approved contractor will attempt to contact Resident by phone to schedule an appointment and if Resident does not confirm or reschedule, the Landlord-approved contractor may access the premise at the proposed time. If a situation created by the Resident and/or pets prevents a contractor from accessing the property (this includes not returning phone calls, out-of-date contact information, inability to receive a voicemail (full voicemail box)), the Resident will be charged a minimum of \$75 per occurrence.

Resident shall be responsible for maintaining the premises in the condition in which they were received, including liability for broken windows, doors and other portions of the premises. Resident assumes all responsibility for clogged plumbing, including garbage disposal. Resident is responsible for any damages resulting from freezing temperatures due to Resident's negligent or intentional acts including but not limited to those circumstances where Resident failed to set interior temperature at minimum of 55 degrees or failed to disconnect hoses and/or equipment from water spigot(s). Resident agrees to cooperate with Landlord in remediating damages, and shall not prevent or delay the Landlord from curing any condition for which the Landlord is responsible under the lease and/or the law. Landlord is not liable for the actions or inactions of residents in other units or of third parties not under the direction and control of the Landlord.

In the event the premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Resident, this lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Resident up to the time of such injury or destruction of the premises, Resident paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this lease. In the event that Landlord exercises the right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the lease continue according to its terms.

### 3.2 EXTERIOR MAINTENANCE AND REPAIR

Resident shall maintain the yard and all trees, shrubs and plantings. Resident's duty to maintain shall include adequate watering, fertilizing, weeding, mowing, trimming and pruning to keep all planted materials healthy and attractive during the term of this Lease Contract and at the time of lease termination. Resident may not disperse grass clippings on any portion of the property, grass clippings must be removed from the property within 2 weeks of each mowing with a disposal service.

Resident agrees that failure to maintain the landscaping for any reason, including but not limited to, neglect, pets, etc. is not 'normal wear and tear.' At any time during the lease or upon Landlord taking possession of the premises, if the landscaping is not in the same or better condition as of the time Resident first took possession, Resident shall be responsible for all labor and materials to return the premises' landscaping to said condition and Landlord may schedule a 3rd party service to perform work as necessary.

If equipped with an irrigation system it is the Resident's responsibility to provide written notification to Landlord of any malfunction of the system and facilitate and/or aid with the operation and maintenance as needed. Annual Start-Up & Shut-Down of the system is time sensitive; any delays caused by the Resident will not be allowed. The Resident will be contacted by a Landlord-approved contractor in both the spring and fall to perform the service; Resident is required to coordinate an appointment with the contractor within 7 days of initial contact otherwise the contractor will be given permission by Landlord to access the property during normal business hours to perform the necessary service; Resident notification of this entry will be provided by the contractor. If a situation created by the Resident and/or pets prevents a contractor from accessing the property (this includes not returning phone calls, out-of-date contact information, inability to receive a voicemail (full voicemail box)), the Resident will be charged a minimum of \$250 per occurrence. Resident is not authorized to operate, disable or modify the irrigation system without written approval from Landlord.

Resident shall be responsible for the removal of all snow and ice from the sidewalks and driveways as quickly as is reasonably practical and in compliance with any local ordinances and, if applicable, homeowner association rules and covenants. Resident shall not allow trash, leaves, tree branches or other unsightly objects to accumulate on the premises and shall not use the premises for storage of vehicles, furniture (other than customary patio furniture) or other personal property. Disposal of brush and dead branches less than three-inches (3") in diameter is the responsibility of the Resident.

### 3.3 CLEANING / ALTERATIONS

The Resident acknowledges that the premises are in clean and showable condition except as noted in the Inspection Report described in paragraph "CONDITION OF PREMISES AT BEGINNING OF TERM, MOVE IN/OUT-INSPECTION REPORT" above. The Resident agrees to return the premises in the same clean and showable condition. If the Resident fails to return the premises in a clean and showable condition, the Landlord may contract for or perform the required cleaning and the Resident agrees to pay Landlord for this cleaning. Resident agrees to do no painting (including touch-ups), spackling, permanent decorating, or other changes to interior or exterior of the premises (including alterations or additions to fixtures, locks, wiring, etc.) without prior written consent of Landlord. Additionally, Resident shall not use wall fasteners longer than 3/4" due to risk of contact with electrical wiring.

### 3.4 ACCESS / RE-RENTING / RIGHT TO SHOW

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Resident shall allow Landlord access at any time during this lease for the purpose of inspection, or to show the premises to prospective purchasers, mortgagees, or to any other person having a legitimate interest therein, or to make repairs or improvements. Landlord or his agent shall have the privilege of displaying "For Sale" or "For Rent" signs on the premises at any time during this lease. Resident agrees that in case of emergency or apparent abandonment, Landlord may enter the premises without consent of Resident. Resident agrees that Landlord shall have the right to show the premises to prospective tenants at reasonable times for a period of 60 days prior to expiration of the tenancy. Resident agrees to keep the premises in a clean and showable condition during the sixty (60) day period prior to the end of the lease or after Notice to Vacate has been served. Landlord shall, whenever practical, give Resident twenty-four (24) hours prior notice of intention to enter the premises. No notice shall be required where the Landlord is inspecting for the purpose of insuring compliance with a compliance notice.

Landlord shall have the privilege of installing a lock-box on-site containing keys to the premises. This lock-box and its contents are to be used only by the Landlord and authorized representatives. Resident access to the lock-box may be requested during regular business hours but will incur a minimum service charge of \$75.00 for Landlord to return to the property to verify contents and reset the code. Lockout situations outside of business hours will require a locksmith and all charges will be the responsibility of the Resident.

By initialing below, you acknowledge and agree to the terms in Section 3.

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## 4. General Clauses

### 4.1 ATTORNEY'S FEES / MISCELLANEOUS PROVISIONS

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In the event of any default or breach of this lease agreement or for defense of claims, the prevailing party shall be entitled to recover a reasonable sum for attorney fees expended or incurred by reason of any default or breach of any of the terms of this Agreement or defense of claims. In the event of any litigation arising out of this Rental Agreement, the prevailing party shall be entitled to recover a reasonable sum for attorney fees expended or incurred by reason of such litigation. Additionally, Tenant agrees that there will be an hourly administrative charge of \$100.00 per hour for any time that Landlord or Landlord's Agent expends as a result of any breach of this agreement by Resident. The parties agree that venue for any dispute shall be proper in the county in which the premises are located and Resident hereby grants to Landlord authorization to obtain information from credit reporting agencies for the purposes of locating the resident. Any outstanding amounts owed by the Resident shall bear interest at the rate of eighteen (18%) percent per annum from the end of tenancy.

### 4.2 JOINT AND SEVERAL LIABILITY

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If more than one Resident has signed this lease agreement, each of those signatories agrees to the terms and conditions of this lease jointly and severally and Landlord may proceed against any or all of said signatories for any remedy Landlord may have for breach of this lease agreement.

### 4.3 OTHER CHARGES

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Resident shall at all times be liable for applicable charges including but not limited to unpaid rent; unpaid utilities and utility disconnect fees; unreimbursed service charges; damages or repairs (beyond reasonable wear and tear); replacement cost of property that was in or attached to the premises and is missing; replacing dead or missing batteries; replacing appliance filters; utilities for repairs or cleaning; trips to provide access when Resident is non-responsive to maintenance and/or repair requests or rental item return; trips to open the premises when Resident or any guest or occupant is missing a key; key duplicates; unreturned keys; missing or burned-out light bulbs; cleaning; stickers, scratches, burns, stains, or unapproved holes; removing or rekeying unauthorized security devices or alarm systems; reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security alarm charges unless due to Landlord's negligence; removing adhesives and/or adhesive residue; device replacement charges related to improperly logging out of security and/or smart devices; government fees or fines against Landlord for Resident's violation of the Lease Contract or law; late-payment and returned-check charges.

With the exception of Monthly Charges, any other charge due to Landlord must be paid within 15 days from receipt by Resident of notice of any such charge. Such other charges, if not timely paid, will accrue interest at the rate of 18% per annum.

Resident will be charged for all service calls, repairs, cleaning, and/or maintenance performed by Landlord and required as a result of Resident's breach of any term or condition of this Lease at a minimum charge in the amount of \$100.00.

### 4.4 ALL AMENDMENTS MUST BE IN WRITING / ORAL AGREEMENTS INVALID / WAIVER / ERROR

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## CORRECTION / SEVERABILITY

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This agreement and the attachments hereto constitute the entire agreement between the parties and all prior discussions and proposals are contained herein. Neither party shall be bound by any other or different terms unless those terms are first reduced to writing and signed by the parties. Resident acknowledges that they may not rely on any oral statement made by Landlord, Property Owner or an employee of the Landlord or Property Owner and that they are not released from any obligation of this agreement until such time as the release is reduced to writing and signed by an authorized agent of Landlord. Resident agrees that direct communication with the Property Owner is prohibited without prior written authorization.

Any Resident-requested and Landlord-approved amendment to this agreement will incur a minimum \$250.00 processing fee with the exception of a renewal with no changes to the agreement other than Term, Monthly Charges, and/or Fees. Standard amendment processing fees: \$300 for addition of a pet (plus additional monthly pet rent administration fee); \$450 for Resident changes (plus application fees). Only one (1) Resident change is allowed for the duration of the lease and any subsequent renewals.

Any waiver by the Landlord or a breach of any covenant herein contained which is to be kept or performed by the Resident shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent Landlord from declaring a forfeiture for a succeeding breach, either of the same covenant or otherwise. Resident shall not assert unwarranted claims or defenses against Landlord, its agents and/or assigns. At Landlord's sole election, Landlord may accept rent without payment of all late fees or other charges, without waiver of all rights to collect remaining amounts owed at a later time, including after move-out by Resident if security deposit is insufficient to cover all such accrued and outstanding late fees and other sums.

In filling out, processing, and completing this agreement 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, Resident 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 provisions, covenants, or promises of this agreement 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 Resident equal or reciprocal rights.

## 4.5 FAIR HOUSING

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This is an equal opportunity property and Landlord follows all applicable laws. Landlord does not discriminate based on any protected class, including but not limited to race, color, national origin, ancestry, religion, familial status, disability, gender, creed, marital status, or sexual orientation.

## 4.6 ELECTRONIC DELIVERY & SIGNATURE

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As an alternative to physical signature and/or delivery, any document, including a signed document or written notice, may be delivered and/or signed electronically by the following indicated methods: Email, Internet.

Documents sent to Resident for electronic signature will expire 14 days from email delivery date. Failure to sign within this time frame will result in a reprocessing fee of \$100 per occurrence or withdrawal of Landlord's offer to rent. In the event of a conflict between this Lease provision and the Application, the Application shall control.

## 4.7 SPECIAL PROVISIONS

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The following special provisions control over conflicting provisions of this Lease Contract (NONE if blank):

<<Additional Lease Information>>

RENT COMPLIANCE SPECIAL PROVISION

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
Initial Here

## 5. Required Insurance Addendum

### 5.1 REQUIRED INSURANCE

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This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease, Resident is required



to maintain and provide the following minimum insurance coverage ("Required Insurance"):

- Minimum \$100,000 Limit of Liability for Resident's legal liability for damage to Landlord's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage.

Resident is required to furnish Landlord with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Resident does not have Required Insurance, Resident is in breach of the Lease and Landlord shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Landlord and seek contractual reimbursement from the Resident for all costs and expenses associated with such purchase. This may be referred to as "force placed insurance".

Resident may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Resident's choice. If Resident furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Resident does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Landlord, who may purchase such coverage through the Landlord's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Landlord for the LLIP coverage shall be charged to Resident by the Landlord as a recoverable expense under the Lease. Some important points of this coverage, which Resident should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Landlord is the Insured under the LLIP. This is single interest forced placed insurance. Resident is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Landlord.
2. LLIP coverage is **NOT** personal liability insurance or renters insurance. LLIP does not cover the Resident's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Resident requires any of these coverages, then Resident should contact an insurance agent or insurance company of Resident's choice to obtain personal liability insurance or renters insurance to protect Resident's interests.
3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Resident elsewhere. At any time, Resident may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Resident has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Landlord may purchase Landlord Insurance without notice and add the total cost associated therewith to Resident's monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. The total cost to the Resident for the Landlord obtaining LLIP shall be (\$10.50) per month, subject to no proration. This is an amount equal to the actual premium charge to the Landlord including any premium taxes and fees due to state governing bodies. There are no other fees, cost or charge added to or included within this total cost. The premium amount of (\$10.50) per month is subject to increases by the insurance provider.
7. In the event that loss or damage to Landlord's property exceeds the amount of Required Insurance, Resident shall remain contractually liable to Landlord for such amount. In the event of liability to any other party for bodily injury or property damage, Resident shall remain liable to such other party.
8. It shall be the Resident's duty to notify Landlord of any subsequent purchase of Renters Insurance.

Scheduling of the premises under the LLIP is not mandatory and Resident may purchase Required Insurance from an insurance agent or insurance company of Resident's choice at any time and coverage under the LLIP will be terminated by the Landlord.

## 5.2 RENTER'S INSURANCE (OPTIONAL)

PPM also recommends Resident obtain the following:

- Minimum \$10,000 Renter's insurance covering the resident's personal property losses (including laptops, furniture, electronics, appliances, clothes, bikes, etc.) if they're damaged, stolen, or lost due to the following events: **Weather-Related Events:** Fire, Wind, Snow, Hail, Lightning, Freezing, Ice **Non-Weather Events:** Theft, Vandalism, Malicious Mischief.

Residents can purchase a renters insurance policy to fulfill the lease requirements with FolioGuard Renters Insurance through the Resident Online Portal. Residents are **not required** to purchase a policy with FolioGuard Renters Insurance, but it is a simple and convenient option that also meets liability insurance requirements of your lease as FolioGuard Renters insurance includes \$100K Limit of Liability Coverage. If resident purchases insurance through FolioGuard Renters insurance please note that insurance purchased through this program will not cover any property damage from flooding.

If Resident has a non-FolioGuard Renters Insurance policy, proof of insurance can be uploaded in the Resident Online Portal on the Insurance tab.

### FAQs

#### How do Residents purchase a FolioGuard Renter's Insurance policy?

Residents can purchase FolioGuard Renters Insurance from their Online Portal. Upon purchase, they'll receive a confirmation email with links to their policy.

**Does Renters Insurance cover personal property of all roommates?**

With FolioGuard coverage, Tenants will have the option to cover their roommates with their policy, or roommates can purchase their own policies separately.

Please note: To satisfy the "Required Insurance" liability coverage through a Renter's Insurance policy, each financially responsible tenant must be covered by a Renter's Insurance policy.

**How much does renters insurance cost for Residents?**

The cost of renters insurance depends on the amount of coverage chosen by the Resident and their location. Since prices may differ based on these variables, we encourage residents to get a custom quote for a FolioGuard policy from their Online Portal (which only takes a few clicks).

FolioGuard policies will be billed directly to the resident, separately from rent, and will not appear on their tenant ledger.

**What are the available FolioGuard payment options?**

Residents have the option to choose to pay for their FolioGuard policy in monthly installments or on an annual basis using a credit card. Monthly payments are processed automatically each month by FolioGuard Renters Insurance.

**How does a FolioGuard insurance payment appear on a tenant's credit card statement?**

FolioGuard Renters Insurance payments appear as "MSI Renters Insurance" on credit card statements.

**How can I find out more detail about which specific losses would be covered by a FolioGuard policy?**

For specific coverage questions, you can contact FolioGuard Renters Insurance via our insurance partner, Millennial Specialty Insurance (MSI), at customerservice@msimga.com or (844) 788-0877.

**How do residents access/update their FolioGuard policy information?**

Residents can view their policy details, documents, payment methods and more in a self-service renters insurance portal at msimga.com, which can be easily accessed through their Online Portal. Access to the self-service portal is provided via email upon purchase of a FolioGuard Renters Insurance policy.

**How can a resident get help with a FolioGuard policy or submit a claim?**

Residents can submit claims or ask any insurance-related questions by contacting FolioGuard Renters Insurance at 844-788-0877 or customerservice@msimga.com. They can also go through their self-service portal at msimga.com. Access to a self-service portal is provided via email upon purchase of a FolioGuard Renters Insurance policy.

By initialing below, you acknowledge and agree to the terms in Section 5.

X \_\_\_\_\_  
Initial Here

## 6. Additional Addenda

### 6.1 SMOKING ADDENDUM

Resident has read and understand the Lease Agreement with particular emphasis on disturbance of other Residents and Management staff as well as regarding security deposits and damages to the apartment or building. Resident understands that this paragraph not only applies to damages that may result to the apartment or building during the course of residency, but also applies to the Resident's occupants', guests', or invitees' use of nicotine, and tar-producing products. Marijuana is not permitted. Resident agree not to disturb others or interfere with other's quiet enjoyment of the rental premises and/or community, and shall not create any private or public nuisance as a result of such smoking. Resident must comply with the Colorado Clean Indoor Air Act, which prohibits smoking tobacco, marijuana and the use of electronic smoking devices in indoor areas and within 25 feet of the building, in the hallways and in the commons areas. Upon request, Resident may be required to use a smokeless ashtray in or around the rental premises, including the patio. Resident understands that smoking is a privilege which may be revoked permanently upon three (3) days written notice, if Resident fails to comply with Lease or this Addendum and/or any federal, state or local laws or ordinances. Resident understands that the replacement of blinds, carpeting and padding may be necessary as a result of the damage that may occur from the use of nicotine/tar products and the costs for such replacements will be charged to the Resident. Resident understands that additional coats of paint on the walls, trim, and ceilings may be necessary and the costs for the preparatory work, paint, and labor will be charged to the Resident. Resident understands that additional cleaning of doors, windows, appliances, linoleum, cabinets, lighting, and plumbing fixtures may be necessary and the costs for the additional cleaning supplies

and labor will be charged to the Resident. Resident agrees that Resident will be charged for damages that result from the use of tobacco and tar producing products (and/or prohibited marijuana use) and such charges will be due and owing to Landlord, within 3 days of demand, which may occur during the tenancy or after the tenancy is terminated.

Resident understands that smoking is NOT ALLOWED inside the property. Failure to comply with this rule is grounds for termination of Resident's right to possession of the rental premises. In the event of termination of Resident's right to possession, Resident nonetheless shall remain liable under the terms of the Rental Agreement, including all Addenda.

## 6.2 CRIME FREE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Landlord/Owner/Agent for Owner and Resident agree as follows:

**1. Resident, any members of Resident's household, guest or other affiliated person as defined herein shall not engage in any act which is intended to facilitate any illegal or criminal activity.** "Criminal Activity" is (1) as defined under Federal law, including but not limited to the Controlled Substance Act, 21 USC 802, or (2) as defined in Title 18 CRS, or (3) as defined under local laws, or (4) as defined as "Criminal Activity" in this Crime Free Addendum. Resident shall also not permit the premises to be used for Criminal Activity, which includes any conduct by any person that has the potential for becoming Criminal Activity, and shall not allow criminals to reside in or visit the Leased premises or surrounding Community. Furthermore, Resident understands that Landlord has the right to prohibit criminal activity by Resident or another occupant or guest, whether it occurs at the property or at some other location, and agrees to comply with this Addendum, as a material condition of Resident's continued occupancy, as well as expressly agrees that Owner has the right to bar any person who commits or facilitates any Criminal Activity as defined herein or under applicable law. Resident further warrants that no occupant or guest in the premises is a lifetime registered sex offender and that all occupants/guests meet the criminal screening requirements of the Owner. Resident agrees that Owner may terminate the Lease on three (3) days' notice, if Owner determines that a registered sex offender occupies or visits the property at any time, or determines that Resident or other occupant/guest does not meet the criminal screening policies of the Owner, a copy of which has been provided to Resident. Resident agrees that Owner shall have the right, but not the obligation, to test for methamphetamine or other illegal substance in and around the premises, as Owner deems necessary, in Owner's sole discretion and Resident shall cooperate with such testing. Resident waives any expectation of privacy. Owner/agent shall cooperate with law enforcement at all times, including providing Resident's documentation upon request.

**2. "CRIMINAL ACTIVITY" DEFINED.** Criminal Activity specifically includes, but is not limited to, any possession, use, manufacture, sale, distribution, keeping, giving or growth of any "Controlled Substance" as defined under federal, state or local law, possession of any drug paraphernalia, any sex crime, sexual offender crime, street gang activity, unlawful possession or discharge of firearms, stalking, any crime that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another, and/or any intimidation, threats or harassment of any person. Resident agrees that **NO CONTROLLED SUBSTANCE OF ANY KIND IS ALLOWED**, including but not limited to marijuana, marijuana concentrate, oils or derivatives, cocaine, methamphetamine, or any other illegal drug, regardless of amount (and regardless of whether or not manufacture, growth, sale, distribution, use or possession of said drug is considered criminal under state or local law) if it violates Any applicable law. Passage of Amendment 64 in no way changes this property's position on this issue. This is private property and Landlord expressly bans illegal drugs which violate the Federal Controlled Substances Act, including marijuana. Resident and Landlord agree that any Criminal Activity as defined in this Addendum or at law includes any act which endangers the person and willfully and substantially endangers the property of Landlord, co-residents, and/or other Persons, and also includes any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, their agent, or the Resident, or guest or that which involves imminent or actual serious property damage. Any such Criminal Activity constitutes a Substantial Violation under this Addendum and/or at law. Criminal Activity is prohibited, whether or not such conduct occurs in Resident's unit. This Addendum shall be construed broadly, to include all types of Criminal Activity, including but not limited to violation of any provision of CRS Title 18. Resident shall both abstain from any criminal activity and proactively make efforts to prevent Criminal Activity by any other Persons. Resident shall immediately notify law enforcement when Resident first learns of any Criminal Activity or Substantial Violation as defined by this Addendum. Resident shall cooperate with law enforcement and the Landlord with regard to same, and shall be responsible for the conduct or actions of Resident, as well as any affiliated Persons (which includes co-occupants, guests, invitees, licensees or any other persons present in the property as a result of Resident's tenancy) regardless of knowledge on Resident's part. Resident shall make all co-occupants, guests and/or any other affiliated persons aware of Resident's obligations, agreements, and duties under this Addendum. In defense of any eviction action (based on violation of this Addendum), Resident agrees not to claim Resident did not know any affiliated person was in violation of this Addendum.

**3. VIOLATION OF THE ABOVE PROVISIONS SHALL BE CONSIDERED A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AGREEMENT AND SUFFICIENT CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation, as outlined above, shall be considered sufficient cause for immediate termination of the lease and notice of such termination shall be given in accordance with Article 40-107.5 of Title 13, C.R.S, which shall be a 3 day Notice to Quit. No other notice shall be required. Proof of violation/breach of this agreement resulting in a termination of the lease shall not require criminal charge or conviction, but shall require only a showing by a preponderance of the evidence. In case of a conflict between the provisions of this lease addendum and any other provisions of the lease, the provisions of this addendum shall govern. Should any provision of this Lease Addendum be declared invalid by any Court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect regardless of such declaration. This Lease Addendum is incorporated into the lease, executed or renewed on the date set forth below.

## 6.3 MOLD/MOISTURE DISCLOSURE STATEMENT

There are no established guidelines for unacceptable air quality caused by mold. Mold is a naturally occurring phenomenon. Mold and/ or

mildew should be cleaned as soon as it appears. Mold and/or mildew growth can often be seen in the form of discoloration. The different colors of mold range from white to black, including, but not limited to, green, gray, brown, orange, yellow and other colors. The presence of mold that is minor and found on surfaces that can accumulate moisture as part of their proper functioning and intended use is not a habitability issue. Presence of mold does not constitute an emergency. Your housekeeping and living habits are an integral part of the ability of mold to grow. In order for mold to grow, water and/or moisture must be present.

RESIDENT AGREES to maintain the Premises in a manner that prevents the occurrence of mold or mildew growth within the Premises. In furtherance of such obligation, RESIDENT AGREES TO PERFORM THE FOLLOWING:

1. To keep the Premises free from dirt and debris that can harbor mold;
2. To inspect the Premises regularly for the indications and sources of indoor moisture;
3. To immediately report to management any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as plumbing leaks, drips or flooding;
4. To not air dry wet clothes indoors;
5. To always utilize stove hood vents when cooking items that may cause steam;
6. When showering/bathing, to always utilize the bathroom fan and to notify management of any nonworking fan;
7. To water plants outdoors;
8. To notify management in writing of overflows from bathroom, kitchen or any other water source facilities, especially in cases where the overflow may have permeated walls, flooring or cabinets;
9. TO IMMEDIATELY WIPE DOWN ANY WATER OR CONDENSATION THAT APPEARS AND/OR DEVELOPS ON ANY AREA OR ANY SURFACE;
10. To clean *upon first appearance*, any mildew from condensation on window interiors, bathroom & kitchen walls, floor and/or ceilings. Cleaning is done with common household bleach. Mixture is one part bleach to 10 parts water. You may add a little dish soap to the water mixture to cut any dirt and oil on the surface you are cleaning that may hold mold. Do not add other cleaning chemicals, especially ammonia. Dispose of any rags or sponges used to clean the mold in a sealed bag;
11. TO REPORT TO MANAGEMENT IN WRITING AND VERBALLY THE PRESENCE OF ANY MOLD GROWTH *on surfaces inside the Premises*;
12. To allow management *immediate entry* to the Premises to inspect and make necessary repairs in the event mold or water intrusion is present;
13. To use all reasonable care to close all windows and other openings in the Premises to prevent outdoor water from penetrating into the interior unit;
14. To clean and dry any visible condensation/moisture on windows and window tracks, walls and other surfaces, including personal property as soon as reasonably possible. Condensation on windows indicates that fresh air is not being circulated in the home to prevent moisture buildup. Open your windows and air out your home for short periods of time to keep fresh air present. Excessive running of your heater will cause condensation in your home;
15. To notify management of any problems with air-conditioning or heating systems that are discovered by Resident immediately;
16. To maximize the circulation of air by keeping furniture away from walls and out of corners;

Resident is to notify Landlord of any observable mold or dampness through the online portal at: <https://pioneerpm.appfolio.com/connect>

RESIDENT FURTHER AGREES to indemnify and hold harmless Landlord/Owner and Owner's management agents from any suits, actions, claims, losses, damages, and expenses (including reasonable attorney's and court costs) and any liability whatsoever that Owner and/or its management agents may sustain or incur as a result of Resident's failure to comply or perform with the obligations set forth above or as the result of intentional or negligent action or failure to act on the part of Resident or any other person living in, occupying, or using the Premises.

## 6.4 PEST AND RODENT PREVENTION ADDENDUM

It is the goal of the Landlord to provide a quality living environment for all our residents. To help achieve this goal, it is important we work together to minimize and prevent any pests or rodents in your premises. That is why this addendum contains important information for you, as well as responsibilities for both you and us. This is an Addendum to your Lease.

Pests and rodents can be found virtually everywhere in our environment - both indoor and outdoor and in both new and old structures. Colorado and particularly the urban areas have been afflicted with this problem for many years, particularly since the EPA's elimination of DDT as a preventative chemical. Pests such as bed bugs are commonly transported by shoes, clothing, furniture (particularly used furniture) and other materials. A Landlord cannot timely and permanently eliminate pests and/or rodents without significant and ongoing Resident cooperation and effort. There is conflicting scientific evidence as to what contributes or encourages pests and rodents. Nonetheless, appropriate precautions need to be taken. In order to minimize the potential for pests and rodents in your Premises, you must do the following:

- Keep your Premises clean - particularly the kitchen, the bathroom(s), carpets, linens and floors. Regularly vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt/debris that harbors food and substances attractive to certain pests and rodents. Do not leave food or dirty dishes sitting out. Seal all food in airtight containers.
- If bed bugs or other pests/rodents are detected, Resident agrees to undertake all efforts and tasks recommended by a qualified expert. With regard to bedbugs, such tasks include but are not limited to the following: Resident should strip all sheets and linen from all beds, and move all beds away from walls. Eliminate clutter and vacuum well to initially collect (and kill) as many bedbugs as possible. Vacuuming efforts should especially focus in and around bedrooms, underneath beds, around headboards, in mattress crevices and along mattress frame and tracks. All furniture should be carefully vacuumed as well with a strong vacuum and Resident

should promptly dispose of all vacuum bags in dumpster. Clean out and disinfect all cabinets, drawers and closets. Use a stiff brush when cleaning to dislodge and destroy any eggs. Remove all clutter that would prevent effective service. Place all potentially infected clothing in plastic bags and permanently encase mattresses and box springs within special mattress bags. Resident should remove all occupants and pets from unit for 3 hours after service. After any pest service, launder all bed sheets and other linen, as well as any other clothing items that may be infected. Clothes and linens should be laundered with hot water of at least 140 degrees, and should be laundered at least several times every couple of days after pest treatment. Resident should vacuum again after pest service, on a daily basis for the next three days.

It is important to prevent pests and rodents in the premises. Resident must promptly report evidence of pests and rodents in or on premises surfaces or inside mattresses, walls or ceilings, in writing to Landlord. An infestation of pests or rodents can result from a wide variety of sources, such as: bringing in used furniture, mattresses, boxes or clothing items which are already contaminated. Never retrieve any items from or around a dumpster. Never leave potentially infested items in a common area, on the street or next to a dumpster. Proper disposal is vital to prevent the spread of pest and rodents. Consult your landlord or a licensed pest control specialist for methods of proper remediation and/or disposal. **If Resident sees evidence or indication of the presence of pests or rodents (or re-infestation or indications that treatment has been ineffective), notice is to be given to Landlord in writing through the online portal at: <https://pioneerpm.appfolio.com/connect>**

Resident shall provide and keep the Premises clean, and take other measures to prevent and eliminate pests and rodents in the Premises, including but not limited to measures as set forth in the Lease and this Addendum. Resident agrees to undertake all efforts and tasks recommended by a qualified expert. Upon written notification from Resident regarding signs of pests and/or rodents, Landlord shall, within a reasonable time frame, make arrangements for appropriate spraying and any other pest or rodent remediation deemed appropriate, in accordance with State law and the Rental Agreement, provided such damage was not caused by the misuse or neglect of Resident, or any occupants or guests of Resident.

#### **Remedies:**

A breach of this Pest and Rodent Addendum by Resident shall be a material and substantial violation of the Lease (non-curable) allowing Landlord to recover possession of the premises, following a Notice to Quit in accordance with the State law, and all other rights and remedies contained in the Lease. Resident shall be liable for all resulting costs and damages for violation including but not limited to costs of extermination and the damages caused by the spreading of such pest or rodent infestation. In the event of a breach of this Addendum by Landlord, Resident's sole and exclusive remedy shall be to immediately vacate the Premises and Resident's obligations to continue to pay rent shall terminate on the date Resident delivers possession of the Premises to Landlord. Landlord shall in no event be liable for consequential damages such as damages to Resident's personal property, or claims of adverse health conditions associated with exposure to pests or rodents.

Except to the extent caused by or arising from the gross negligence or willful misconduct of Owner, Agent or its agents, employees or contractors, Resident hereby indemnifies and shall hold Landlord harmless from any and all claims or causes of action, arising (in whole or in part) from Resident's or third parties' breach of the obligations contained in this Addendum. Resident hereby releases Landlord from any and all claims of Resident or Occupant for the presence of pests or rodents in the Premises, other than claims based on breach of this Addendum by Landlord and further releases Landlord from any and all claims of consequential damages such as damages to Resident's personal property, or claims of adverse health conditions associated with exposure to pests or rodents.

## **6.5 MOVE-OUT PROCEDURE**

In an effort to help make your move-out process go smoothly and to maximize you deposit return please follow the instructions below.

**All premises (including carpets) must be CLEANED BY A PROFESSIONAL CLEANING COMPANY and receipt(s) must be provided when keys and other distributed items are returned.**

**The following must be returned to the Landlord office location (contact for address) no later than noon (12PM) on the last day of the lease term:**

- **All distributed keys/fobs as outlined in the Tenant Information Package (please leave garage remotes in a kitchen drawer and photograph for documentation)**
- **The completed Move In/Out Inspection Report**
- **General cleaning receipt**
- **Carpet cleaning receipt (if any carpet present)**

Failure to return any distributed items as instructed above will result in additional charges from your deposit.

**If keys/fobs are left at property and not returned as described above, Resident will be charged \$75 for a service call to retrieve the items.**

**Failure to provide Landlord with two separate receipts for both general and carpet cleaning (if applicable) will result in charges to your deposit.**

**When departing for the last time, please leave heat at 55 degrees and Lock all doors and windows.**

Resident will be charged \$500.00 for not vacating on lease end day. In addition, if Resident retains possession of the premises after expiration of the lease or leaves the property in a condition unsuitable for pending new tenant move-in, without written permission from Agent, Resident will be subject to immediate eviction and will pay the owner a prorated amount of monthly charges per day for any portion of any

day that the property is unavailable to lease.

#### **AUTOPAYMENTS:**

- Recurring payments are canceled automatically after your lease end date.
- If you have an autopayment that processes prior to the 1st of the month and before your lease end date, please adjust as needed so additional payments are not made.
- **If your lease does not end on the last day of the month, your final month's rent will be prorated accordingly. If you are not using the pay "Outstanding Balance in Full" setting and pay a fixed amount, please adjust accordingly.**
- Overpayments resulting from Resident failure to adjust automated payment system settings as necessary shall be returned in the security deposit disposition process.

#### **INSPECTION:**

Please walk through the premises and fill out the Move-Out portion of the Move-In/Out Inspection Report provided at the start of your lease. Landlord will conduct an inspection of the premises only after you have removed all personal belongings from the unit and returned all keys and other distributed items.

There is a \$150 tenant fee to schedule a Move-Out inspection and be present with the inspector. Appointments must be scheduled in writing with your property manager. Inspection appointments will only be scheduled during business hours (M-F 10am-4pm) and must be no later than 2 weeks prior to your lease end date.

#### **FINAL MONTH'S RENT/DEPOSIT:**

Your last month of rent must be paid per the terms of your lease. Under no circumstances will your security deposit be used in place of rent. Be sure to complete the forwarding address information on the last page of the Move-In/Out Inspection Report for where you would like the deposit mailed. **Deposit returns will be sent within 60 days of delivery of possession of the premises to the Landlord or termination of the lease, whichever occurs last.**

#### **ABANDONED PROPERTY:**

All abandoned property left at the premises after lease termination will be disposed of and Resident will be charged accordingly for removal and disposal.

#### **UTILITIES:**

Any tenant-paid utilities must remain in your name through the lease period even if you vacate before the end of your lease date. Call any utility companies that you were paying to make arrangement for final billing and to take final readings on the last day of your lease.

#### **CLEANING:**

**All premises must be CLEANED BY A PROFESSIONAL CLEANING COMPANY and a receipt must be provided when distributed items are returned. Tenants are responsible for the work of the cleaning company. Please ensure the cleaners follow the instructions below:**

#### **KITCHEN:**

- Pull all appliances out and clean behind them.
- Oven, burners, broiler, under the stove top, exterior of stove, hood vents and splashguards should be free of grease, crumbs, smudges etc. The stove top should lift up to clean underneath the burners.
- Refrigerator: emptied of all food, defrosted freezer and cleaned inside and out.
- Dishwasher: cleaned (including the front) and empty.
- Microwave: cleaned inside and out.
- Garbage disposal: clear of any items and cleaned run with a citrus cleaner.
- Cabinets: emptied and shelves wiped off - remove all shelf paper, grease, crumbs, smudges etc.
- Counter tops: cleaned with appropriate cleaner and free of grease and debris

#### **BATHROOM:**

- Tub and/or Shower: cleaned, no soap residue, remove shower curtain (leave rod) and faucets shined. Do not use abrasive cleaners or bleach as they can damage the grout.
- Toilet: cleaned inside and out.
- Basin/Vanity: clean off all soap residue and dirt.
- Medicine cabinet: emptied, cleaned inside and out.
- Ventilation fan: Clean all dust and dirt from the cover; remove cover to clean fan blades.

#### **GENERAL CLEANING (all rooms):**

- **DO NOT PERFORM ANY TOUCH UP PAINTING OR SPACKLING (FILLING NAIL HOLES) AT THE PROPERTY**
- Remove all personal items including personal curtains, hangers, empty all trash cans, mirrors etc.
- All rooms should be clean of cobwebs including the ceiling and all windows.

- Receptacle covers and light switch plates must be cleaned.
- Closets: remove all personal belongings, cleaned.
- Light bulbs: Replace all burned out light bulbs before you leave, so that all light fixtures operate (there will be a charge for replacing any burned out light bulbs). Replacement bulbs are required to match original bulbs in fixture.
- All light fixtures must be cleaned.
- Ceiling Fan Blades must be thoroughly cleaned.
- Doors and thresholds: cleaned inside and out (may use warm water & mild detergent).
- Window sills.
- Clean all blinds (each slat must be cleaned)
- Fireplaces: cleaned and free of all ashes, flue closed and clean any fireplace tools that belong to the premises.
- Porch/deck: clean of all personal items and debris (swept or mopped if appropriate).
- Garage: clean of all personal items and debris (swept or mopped if appropriate).
- Smoke detectors and carbon monoxide alarms: per the lease, all batteries should be in working order.

#### FLOORS:

- Hardwood floors should be cleared of all personal items, vacuumed, mopped to remove all dirt (including corners).
- Vinyl floors should be vacuumed and mopped.
- Carpets: Per this Addendum, any carpeted areas must be cleaned by a professional carpet cleaner and a receipt must be provided when the keys are returned. You may not do this yourself with a rental cleaning unit. You must use a truck mounted steam cleaning company. Failure to provide Landlord with a receipt for carpet cleaning will result in a charge from your deposit. Carpets should be cleaned only after you have moved out 100% of your furniture.

#### EXTERIOR:

- If you are responsible for mowing the grass at the premises please make sure it is mowed **two days** prior to your lease end date.
- Remove all items from yard, patio and storage areas. Do not leave trash, dog feces, etc
- Windows should be intact, any broken windows will be charged to your deposit.
- All Trash and Recycling must be removed from the property, regardless of the regularly scheduled service. You are able to request a city pick-up for trash and/or furniture for an additional fee. If you pay for trash/recycling removal, arrange for a final pickup when you call to cancel your service. Final pick up needs to occur no later than your lease expiration date. If trash/recycling is left at the property, **you will be charged a minimum \$150 for item removal.**
- **NOTE: Approximately 90 Days prior to scheduled lease termination Landlord reserves the right to evaluate and perform landscaping as necessary to maintain optimum property curb appeal. If maintenance is found to be unacceptable, you will be notified ONCE via email. If property maintenance has not been performed within 7 days of this notification, Landlord will perform yard maintenance and you will be billed.**

Please be aware that "normal wear and tear" does not include damages caused by a resident's negligence, abuse or misuse of the premises such as but not limited to: broken windows, screens, doors, holes in walls, broken blinds, scraped walls or carpet stains. All damages deemed beyond "normal wear and tear" will be repaired and charged to the resident.

**For reference, the following is a list of estimated costs associated with damage and turnover of a rental property. All prices are approximate and vary depending on a variety of factors, including but not limited to the scope and/or timeline of the work, administrative costs, and the contractor used to complete the work.**

General Cleaning - \$50-200/hour or \$0.25-\$1.00/square foot

Carpet Cleaning - \$50-200/carpeted room

Light Bulbs - \$5-25/bulb, plus labor

General Maintenance/Repairs - Minimum \$75/hr labor + materials

Landscaping - Minimum \$100/hr labor + materials

Pet Waste Removal (Dog Droppings) - Minimum \$100

Missing Keys/Damaged locks - Minimum \$100 locksmith charge

Replacement furnace filter (requires system check) - \$150

Removal/inspection/repair of a satellite dish or wall penetration for cable without approval - \$450 minimum

## 6.6 RESIDENT ACKNOWLEDGEMENTS

Signing below indicates receipt and understanding of the following information:

- Resident has been provided with an EMERGENCY PROCEDURE that identifies the water shutoff location for the property and includes the Pioneer PM Emergency Line: 800-928-7616. Note: Requests submitted via the Tenant Portal will not be responded to until business hours, M-F 10am-4pm (excluding holidays). Emergency requests and request concerning issues of habitability must be made

through the Pioneer PM Emergency Line: 800-928-7616

- The property is outfitted with the following safety features: Smoke and Carbon Monoxide alarms and one or more Fire Extinguishers. Resident acknowledges responsibility for replacing smoke detector and carbon monoxide alarm batteries. In addition, Resident acknowledges responsibility to inspect and test smoke and carbon monoxide alarms every 6 months for functionality.
- The condition of the property at the start of your lease has been documented extensively through digital photography taken by Landlord.
- All distributed keys must be returned at the end of the lease or Resident will be charged to have ALL locks at the premise rekeyed.
- There will be a \$50 fee if Xcel billing is not started on the first day of the lease.
- Tenant Portal: <https://pioneerpm.appfolio.com/connect>
  - **Non-Emergency Service Requests** must be submitted through the Tenant Portal. These requests are not monitored outside of normal business hours therefore **Emergency Requests and issues concerning habitability must be called in to the Pioneer PM Emergency line: 800-928-7616**. Requests submitted via the Tenant Portal will not be responded to until business hours, M-F 10am-4pm (excluding holidays).
- On the Tenant Portal, Resident is required to setup an automatic payment for the "Outstanding Balance in Full" to recur on the 1st of each month to pay monthly charges outlined in the lease. Resident will always be notified by Landlord of charges/credits to the account beyond the monthly charges itemized in the lease.
- Resident has been provided the Government Assistance Inquiry form. Pursuant to C.R.S. Section 13-40-110, a residential tenant who receives Supplemental Security Income or Social Security Disability Insurance under Title II of the federal "Social Security Act", 42 U.S.C. Sec. 401 et seq., as amended, or cash assistance through the Colorado Works Program created in C.R.S. Section 26-2-701, has a right to mediation prior to a landlord filing an eviction complaint with the court.

## 6.7 TENANT MARGINAL CREDIT SCORE FEE

A fee of 1/12th (one-twelfth) of the gross monthly rent is charged to the resident, if, at the time of the application, the resident's Experian credit score is between 620 and 639. This fee is charged per household, and it is based on the lowest credit score of all residents. The fee can be lifted during the term of the lease if the resident provides, at the resident's expense, an updated Experian credit report, with a score of 640 or above.

## 6.8 RADON DISCLOSURE STATEMENT

THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT STRONGLY RECOMMENDS THAT ALL HOME BUYERS HAVE AN INDOOR RADON TEST PERFORMED BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL. RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER. RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION ON RADON TEST RESULTS OF THE RESIDENTIAL REAL PROPERTY.

If resident requests a radon test on the property, resident is responsible for cost and coordination of the test. Testing must be completed by a licensed professional. Over-the-counter tests will not be accepted.

By initialing below, you acknowledge and agree to the terms in Section 6.

X \_\_\_\_\_  
Initial Here

## 7. Sign and Accept

### 7.1 LEASE AGREEMENT

IN WITNESS WHEREOF THE ABOVE NAMED PARTIES HEREBY AGREE TO THE ABOVE TERMS AND CONDITIONS.



MY SIGNATURE BELOW CONFIRMS THAT I HAVE READ THE ENTIRETY OF THIS AGREEMENT AND IS MY ACKNOWLEDGEMENT THAT I HAVE RECEIVED A SIGNED COPY OF THIS AGREEMENT.

THIS IS A BINDING LEGAL DOCUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING. THIS LEASE IS NOT A FORM APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY SPRINGMAN, BRADEN, WILSON & PONTIUS, P.C., AS LEGAL COUNSEL FOR THE LANDLORD. IT MAY NOT BE ALTERED OTHER THAN BY COMPLETING ANY BLANK SPACES IN THE FORM.

Resident or Residents and Guarantor(s) (all sign below)

X

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed