

## RESIDENTIAL LEASE AGREEMENT

**THIS LEASE**, made this \_\_\_ day of \_\_\_\_\_ is by and between \_\_\_\_\_ (referred to hereinafter as “Tenants”) and: \_\_\_\_\_ (referred to hereinafter as “Landlord”) In consideration of the mutual promises, covenants and agreements contained herein, Landlord and Tenant agree as follows:

1. **PREMISES, TERMS AND HOLDING OVER.** Landlord, by these presents, does hereby demise and lease unto Tenant the property commonly known by street and number as: \_\_\_\_\_ (the “leased premises”. The term of this Lease shall be for a period of approximately 13 months, from 12:00 noon on the \_\_\_ day of \_\_\_\_\_ to 12:00 noon on the \_\_\_ day of \_\_\_\_\_; provided, however, that in the event possession is not delivered within 5 days following the date the term of this Lease is to commence, either party may terminate this Lease prior to delivery of possession to Tenant by giving a written notice of such termination to the other party. Tenant shall provide Landlord with Sixty days written notice prior to the expiration of this lease of Tenant’s intent not to renew the Lease or to remain in the leased premises. Tenant agrees at the expiration of this lease to peacefully surrender and deliver the leased premises to Landlord. In the event Tenant retains possession of the leased premises beyond the expiration of the term of this Lease and continues to pay rent, and if Landlord accepts such rent without any express written agreement as to such holding over, Tenant shall be deemed a month-to-month tenant subject to the terms and conditions set forth in this Lease, as applicable. In the event of such a continuation on a month-to-month basis, this Lease may then be terminated by either party giving (60) sixty days’ written notice prior to the end of the rental month, and Landlord may, at Landlord’s option, increase the rent for any such holdover period by giving Tenant (30) thirty days prior to the end of the rental month. Notice will not be considered given until the 1<sup>st</sup> day of the month. Any notice given after the first of the month will not be considered given until the 1<sup>st</sup> day of the following month. Nothing contained herein shall be construed as requiring Landlord to accept any rent tendered by Tenant after the expiration of the term of this Lease, or to permit Tenant to hold over. **EARLY MOVE-OUT.** If Tenant desires to vacate before the end of the lease term, the Tenant will be held liable for the rest of the term and responsible for all expenses in seeking another Tenant, including a \$500.00 Assignment fee and advertising expenses.

2. **SECURITY DEPOSIT.** Concurrently with the execution of this Lease, Tenant will give Landlord a Security Deposit, (see page 14) which Landlord shall retain as security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this Lease. The Security Deposit may be placed in an interest bearing account and any interest that accrues shall be the sole property of the Landlord. The Security Deposit, if and to the extent not applied toward the payment of damages or costs, including attorney's fees suffered or incurred by Landlord as a result of Tenant's breach of the terms hereof, or otherwise not applied as permitted herein, shall be returned to tenant upon surrender and acceptance of the leased premises. Landlord shall not be required to apply Tenant's Security Deposit to any charges or damages for Tenant's failure to perform the terms, covenants and conditions of this Lease, but may do so at Landlord's option. In such event, Tenant shall, upon written demand from Landlord, deposit with Landlord an amount sufficient to restore the Security Deposit to its original amount. Landlord's right to possession of the leased premises for non-payment of rent or for any other reason shall not be affected by reason of the fact that Landlord holds Tenant's Security Deposit. Holding or applying the Security Deposit shall not limit Landlord's right to exercise all remedies under this Lease and/or provide by law, nor shall Landlord's recovery of damages be limited to the amount of the Security Deposit (if Landlord's damages exceed that amount. Landlord reserves the right, in the event there is more than one person as Tenant hereunder, to return the amount of the Security Deposit, less appropriate charges, if any, by dividing the amount equally among all such persons unless otherwise specified by written notice signed by all persons and received by Landlord prior to the termination of this Lease. Landlord shall disburse the security deposit to tenant or provide tenant with an accounting of funds withheld by landlord for damages or monies owed within 60 days from the expiration date of the lease.
3. **RENT.** The total rental for the full term of this Lease shall be \$\_\_\_\_\_ this amount, \$\_\_\_\_\_ shall be due -\_ The remainder shall be payable in monthly installments of \$\_\_\_\_\_ each, due in advance on the **First** day of each calendar month throughout the lease term. Rental payments shall be delivered to **2850 Grand Falls Drive Grand Junction, CO 81501**, or **PO Box 1765, Grand Junction, CO 81502** or to such other place as Landlord shall designate in writing. If rent is not paid by 5pm on the **1st day rent is due**, a **LATE CHARGE OF \$75.00** will be charged as additional rent. If rent is not paid by the **2<sup>nd</sup> day rent is due**, a 3 day notice will be posted. Cost of posting notice is **\$125.00** and shall be paid by Tenant. In addition to the above mentioned late charge, if rent is not paid by **5pm** on the **1<sup>st</sup> day rent is due**, a late fee of **\$35.00** per day will begin to accrue. It is agreed that such late charges represent a fair and reasonable estimate of the costs and damages that the Landlord may incur as a result of Tenant's failure, which costs and damages are extremely difficult to ascertain. The late charge shall be in addition to and not a substitute for interest in the amount of 1.5% per month which may be assessed pursuant to any judgment obtained in a court of law for non-payment of rent. The late charge shall not be in derogation of any other right that Landlord may assert, and acceptance of said late charge shall not act as a waiver of any other right or remedy available to Landlord. In addition, if any check is returned unpaid by Tenant's bank, whether such check is for rent, the Security Deposit or any other payment, a reprocessing charge of **\$100.00** will be charged as additional rent in addition to any late charges due. In the event more than one of Tenant's checks is returned unpaid by Tenant's bank, Tenant shall make all subsequent monthly payments in cash or certified funds. Any late charge or check reprocessing charge may be collected immediately by Landlord, or, at Landlord's option, may be deducted from Tenant's Security Deposit. Tenant agrees to promptly pay the monthly rental installments and all other sums due under this Lease, without notice, demand, abatement, deduction or setoff, and to abide by all other terms, covenants and conditions of this Lease. In the event there is more than one person as Tenant hereunder, each person shall be jointly and severally liable for payment of the full amount of the rental hereunder.

4. **PUBLIC ASSISTANCE.** Tenant agrees that if the Tenant is receiving public assistance at the time of this agreement, the Tenant will notify the Landlord as soon as Tenant becomes aware that such assistance will be terminated. The Tenant further agrees to reapply for the said premises and must qualify to Landlord's standards within 7 days or vacate immediately.
5. **CHANGE IN TENANT STATUS.** Any change in the Tenant's employment or changes in other information taken at the time of application will be the responsibility of the Tenant to immediately notify Landlord. Otherwise, the Tenant can be deemed in violation of this agreement and subject to eviction.
6. **UTILITIES.** Tenant agrees to pay for the following utilities or services: **ALL**. Upon the delivery of possession of the leased premises to Tenant, Except as provided below Tenant shall within three (3) business days, arrange for such utilities or services to be provided and to be billed directly to Tenant. If Tenant fails to transfer the utilities or services to Tenant's name within the three business days after the effective date of the lease, the Landlord may transfer the utilities or services to Tenant's name and charge Tenant a \$50.00 service fee. Landlord agrees to furnish, at Landlord's expense: **No Utilities**. Landlord shall not be liable for damages for failure to furnish any utilities or services when the cause of such failure is beyond Landlord's control or outside Landlord's responsibility hereunder, and, notwithstanding the foregoing, in the event Tenant exceeds ordinary usage of any utilities to be furnished at Landlord's expense, Landlord reserves the right to charge Tenant appropriate amounts for such extraordinary usage as additional rent. The charges for all utilities or services for which Tenant is responsible shall be deemed additional rent, whether paid or payable to landlord or directly to the person or entity providing such utility or service. **LANDLORD WILL KEEP THE (X) WATER, (X) SEWER, (X) TRASH, (X) HOA DUES, IN LANDLORDS NAME, HOWEVER TENANT WILL BE RESPONSIBLE FOR PAYING THE FULL COST OF THESE UTILITIES IN ADDITION TO THE MONTHLY LEASE PAYMENTS. A MINIMUM PAYMENT OF \$\_\_\_ PER MONTH WILL BE DUE ON THE FIRST OF EACH MONTH IN ADDITION TO THE MONTHLY LEASE PAYMENT AND ADJUSTMENTS WILL BE MADE BASED ON ACTUAL COSTS.**
7. **USE AND OCCUPANCY.** Unless otherwise agreed in writing, Tenant shall use the leased premises for residential purposes only. Only the persons signing this Lease and natural, legally adopted children, or children for whom Tenant has legal custody, if any, shall reside in the leased premises, and Tenant shall not permit guests to occupy the leased premises more than 15 days per month without the prior written consent of Landlord. Tenant understands and agrees that the foregoing limitations on the use and occupancy of the leased premises are a material inducement for the granting of this Lease by Landlord to Tenant. The Landlord may, from time to time, and in the manner provided by law adopt further or amend written rules concerning the tenant's use and occupancy of the premises.
8. **RULES AND REGULATIONS.** Tenant agrees to abide by ALL applicable laws and police, fire and sanitary regulations of the City, County, State and Federal authorities and, if the leased premises are in a condominium or planned unit development, all use and occupancy restrictions and regulations under the declaration or covenants creating or governing the project, and the articles of incorporation, bylaws, rules and regulations and other constituent projects documents, and Tenant acknowledges and agrees that the failure to do so shall constitute a breach of this Lease. Violation of any of these Rules and Regulations may result in immediate eviction proceedings.

The following Rules and regulations are specific to this lease agreement and are intended to help secure the comfort and safety of Tenants and their neighbors.

*ALTERATIONS:*

Tenant shall not make any alterations to the property, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from Landlord: provided, however, that notwithstanding such consent, all alterations including items affixed to the property shall become the property of the landlord upon termination of the lease. Tenant shall not change or install locks, paint, or wallpaper said property without Landlord's prior written consent; Tenant shall not place placards, sign, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public.

*AMENITIES:*

The following checked items are furnished by Management as a courtesy to Tenant and are not to be construed in any manner as a part of the rental paid by Tenant:

(X) Refrigerator(s)      (X) Cook top/Oven      (X) Dishwasher      (X) Washer  
(X) Dryer      ( ) Microwave      (X) Ceiling Fan(s)      (X) Window Coverings  
(X) Hood Vent

*ANIMALS:*

Birds, dogs, cats, reptiles, or other animals will not be permitted in, upon or about the property without the express prior written consent of the property owner and a signed Addendum B Pet Agreement. Consent, if given, shall be revocable by the property owner at any time.

*ANTENNAS:*

Any antenna or satellite dish placed on or attached on the roof or exterior walls of the building without consent of the Landlord in writing is liable to removal without notice.

*BALCONIES/PATIOS:*

Private balconies and patios are not intended for storage. Patio furniture and BBQ Grills are the only items that may be placed or stored on the balcony or patio. Other personal items, including, but not limited to boxes and general clutter, must be stored elsewhere or disposed of properly.

*CLEANING AND DAMAGE DEPOSIT:*

Please see Addendum C for a list of charges that may be deducted from security deposit if the rental property is not returned clean, including appliances and carpet. Other necessary repair, painting, or damage charges may be deducted from deposit. If the property owner must perform painting, carpet cleaning, or other cleaning within the initial one-year lease term, the tenant will be responsible for any costs incurred.

*COMBUSTIBLE AND PROHIBITED SUBSTANCES:*

Neither the tenant nor any of the tenant's agents, employees, licensees or visitors shall at any time bring into or keep upon the demised premises any flammable, combustible or explosive fluid, material, chemical or substance.

*COURTESY:*

Profane, obscene, loud or boisterous language, or unseemly behavior and conduct are absolutely prohibited. The tenant agrees to not permit to be done, anything that will annoy, harass, embarrass, or inconvenience any other tenants, neighbors or occupants in adjoining premises.

*DISTURBANCES:*

At all times during the lease term, residents shall conduct themselves, and require other persons on the premises with their consent to conduct themselves, in a manner that does not unreasonably disturb his neighbors or constitute a breach of the peace. Tenants shall not make or permit any disturbing noises on the property by the tenant or the tenant's family, employees, agents, visitors, or licenses, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the other residents. Residents shall not play or allow to be played any musical instrument or operate audio-visual in the demised premises, or on the exterior of said premises, if disturbs or annoys other occupants or neighbors.

*DRUG-FREE HOUSING:*

Please see Section 9 of this lease agreement. Drug related activity will not be tolerated on or near the property, whether on the part of the tenant, any member of the household, any guest or any other person. Acts of violence or threats of violence, including but not limited to, brandishing weapons or the unlawful discharge of firearms, on or near the property will not be tolerated. The parties agree that violation of any or all of these provisions shall be a material violation of the lease and will be cause for immediate termination of the lease.

*EXTERIOR:*

Nothing shall be placed or kept on the outer sill or on the outside of any window, and nothing shall be thrown out of any window, door or from any porch into any attached court, yard, sidewalk, or alley. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the demised premises, without prior written consent of the property owner. No linens, clothing, curtains, rugs or mops shall be shaken or hung from any of the windows or doors. No garbage, trash or junk (definition of will be at the sole discretion of the landlord) is allowed to be stored on the property at any time. If the landlord determines that clean up is necessary, it will be done immediately without notice and the tenant will be responsible for any and all costs associated with the clean up.

*GARBAGE:*

No garbage or other refuse shall be stored or allowed to accumulate on the premises for extended periods of time. No garbage shall be thrown out of windows, doors or from any other part of the property. All garbage and refuse shall be disposed of weekly in receptacles designed and intended for trash and garbage disposal and will be provided by the tenant or the trash collection agency. No garbage, trash or junk (definition of will be at the sole discretion of the landlord) is allowed to be stored on the property at any time. If the landlord determines that clean up is necessary, it will be done immediately without notice and the tenant will be responsible for any and all costs associated with the clean up.

*HEATING & COOLING:*

Only persons employed by the property owner or his agents shall operate, or have anything to do with any heating unit on the premises. The tenant shall not install or use any electrical or other type of space heater without the express prior written consent of the property owner. The tenant shall not use cooking appliances to heat the premises. Landlord provides routine heating and cooling checks. Property owner reserves the right to access during normal business hours to conduct routine, preventative maintenance on heating and cooling equipment. Tenant shall be responsible for the start up and shut down cost of evaporative coolers and replacement of cooler pads. **Tenant shall be responsible for routinely replacing the filter in forced air heating and cooling systems. If the forced air system is found to have damage or need repair because of failure to replace filters regularly tenant will be responsible for cost.** The property owner will hire the start up and shut down to be performed by a professional and tenant will pay for the service. **The base cost for this is a minimum of \$50.00.**

*ILLEGAL ACTIVITY:*

If the landlord observes any activity of a suspicious nature on the part of the tenant, employees, guests or family members of the tenant in the leased premises, or any areas adjoining the premises, the landlord shall inform the police and the activity may be cause for immediate termination of the lease. Illegal activities on the premises will not be tolerated. Any arrest of a tenant, or guests of the tenant or suspicion of any illegal activity, regardless of whether it results in a conviction, may be cause for termination of tenancy.

*KEYS:*

Keys shall be provided upon payment of the first's month's rent and security deposits, and shall be deemed a part of this agreement. The tenant shall not change, reproduce or add any keys and/or locks without the express prior permission of the property owner. The tenant shall provide the property owner with copies of every key for the premises. If the tenant loses the keys to the property, then he shall be responsible for a fee of \$5.00 in addition to cost of replacement or locksmith charges. It is the tenant's responsibility to obtain receipt for the number of keys returned.

*LIGHT BULBS:*

Before occupancy of the rental property, all light bulbs will be installed and in good working order. Thereafter, tenants are required to provide and change all bulbs within or switch controlled from their premises, no matter where located, at their own expense.

*LOCKOUT:*

In the event that a tenant locks themselves out of their premises, they may obtain a key from the property owner at a time convenient to the owner. The tenant must pay for any damage to the property as a result of a lockout.

*OCCUPANCY:*

See use and occupancy section of this lease. Only occupants listed on the application for tenancy and lease shall occupy the rental property. Any deviation from this requirement will automatically terminate the lease/rental agreement. Under this agreement, an occupant is defined as anyone who spends more than 14 nights in the property in any 30 day period of time.

*PET CLEANING AND PET DEPOSIT:*

Property owner reserves the right to require an annual \$300.00 per pet NON-REFUNDABLE FEE for allowing pets. Tenant agrees to follow and abide by rules set forth in the Addendum B Pet Addendum. Tenant agrees to return property and yard without damages and in original condition. Property owner reserves the right to periodically inspect the premises and if any damage has occurred, tenant agrees to immediately vacate premises and the lease shall be terminated, or to repair the damage in an acceptable manner.

*PLUMBING:*

The toilets, washbasin, sink; disposal and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed. No sweeping, rubbish, rags or other substances shall be thrown therein. The cost to repair damages or clean drain lines resulting from the misuse of fixtures in these premises shall be borne by the resident. The tenant shall keep the sink, lavatory drains and commode lines in good operating condition. Do not flush feminine sanitary napkins or tampons down the toilet. Tenant shall not leave water hoses hooked to exterior faucets during freezing temperatures. This may cause the faucet to freeze which can cause leaks or damage to the faucet or water lines. In the event that damage occurs it shall be the responsibility of the tenant to pay for repairs and all related damage caused by the leak including the additional water usage.

*REPAIRS:*

Tenant agrees to notify property owner immediately in writing of any necessary repairs or unsafe condition of any kind within the rental property or common areas. Emergency repairs; tenant agrees to notify owner immediately by phone call and followed up in writing of any emergency repairs regarding this property. **A number for maintenance emergencies is available and will be given on the voice mail recording of the property management phone number. This number is only to be used if there is an emergency, and there is no one available at the normal property management phone number. A maintenance emergency for our purposes will be defined as any situation that would cause harm to a person or the property. Examples would be actively leaking water, no heat, exposed or dangerous electrical situations, gas leaks, etc. This also includes any situation that has involved law enforcement. Any phone call to the maintenance emergency number that is not a maintenance emergency will incur a minimum charge of \$50.**

*SIGNS:*

No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by tenant or tenant's family, on any part of the outside or inside of the demised premises or the building without prior written consent of the property owner.

*WATERBEDS, FISH TANKS, AND OTHER LARGE LIQUID CONTAINERS:*

Water beds or fish tanks or other liquid containers over 10 gallons in capacity shall not be allowed in the premises without the express prior written consent of the property owner. If consent is provided, tenant shall be fully responsible for any water damage that may occur to the premises

Property owner reserves the right to amend or revoke rules or regulations, in whole or in part, or to adopt new ones, at anytime from time to time, and all such amendments, revocations, or new rules shall become a part of this lease/rental agreement as of their effective date.

Violation of the rules and regulations, or any part of them, will be just cause to invoke the remedies provided for in the lease/rental agreement. Any notice regarding amending or revoking any of the rules and regulations in whole or in part, or to adopt new ones, shall be effective upon notice delivered to the tenant, or, if necessary, posted in a place likely to be seen by the tenant.

9. **DRUG & CRIME FREE HOUSING.** The Resident, any member of the Resident's household, or any guest or other person under the Resident's control shall not engage in or facilitate criminal activity or drug related criminal activity as defined in Title 16 and 18 C.R.S., of the Colorado Criminal Code. Such criminal activity on or near the premises is defined but is not limited to:

- Prostitution as defined in Article 7 of Title 18, C.R.S
- Criminal street gang activity as set forth in Title 16 and 18, C.R.S.
- Threats or intimidation as prohibited in Title 18, C.R.S.
- Unlawful possession or discharge of firearms or illegal weapons as prohibited in Article 12, Title 18 C.R.S.
- Or any other violation of the Criminal Statutes of the State of Colorado or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, their agent, other residents and guests or that which involves imminent or actual serious property damage.

The resident or any member of the Resident's household, a guest, or another person affiliated in any way with the Resident shall not permit the dwelling unit to be used for, or facilitate criminal activity including but not limited to, violent criminal activity or drug-related activity.

"Violent criminal activity" means any felonious criminal activity that has one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

"Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802) of the Federal Code and Article 18, C.R.S. of the Colorado Code. This restriction further includes the growth, use or possession of marijuana regardless of quantity on or near the premises.

Violation of any Section of the Lease addendum constitutes a substantial violation of the Lease and material noncompliance with the Lease. Any such violation is grounds for termination of tenancy and eviction from the unit per Article 40-105.5 of Title 13 C.R.S. Proof of violation exists by preponderance of the evidence under civil law, unless otherwise provided by law, which means a conviction is not necessary to cause termination of the lease.

In case of any conflict between the provisions of the Lease Addendum and any other provision of the lease, the provisions of the Lease Addendum shall govern.

10. **LEASE APPLICATION.** If Tenant has executed an application for lease form prior to or concurrently with this Lease, the information, statements and representations given and made by Tenant in such application are hereby incorporated by this reference. The execution of this Lease by Landlord is acknowledged by Tenant to have been induced by the information, statements and representation set forth in such application. If any information, statement or representation contained in such application is or proves to be false or untrue, such event shall be considered a breach of this Lease and shall permit Landlord to terminate Tenant's right to possession of the leased premises pursuant to Section 11 hereof.



11. **ENTRY BY LANDLORD.** Tenant expressly agrees to permit Landlord to enter the leased premises, including storage areas, if any, at any reasonable time, upon reasonable notice, for the purpose of inspection, repair or maintenance of the leased premises or to show the leased premises to any prospective tenant, buyer, lender or insurance agent. Reasonable notice for inspection, maintenance and repairs shall be not less than 24 hour notice. Reasonable notice for showing the leased premises to prospective tenants or buyers shall be not less than 2 hours. Notice by phone message shall be considered sufficient. Notwithstanding the foregoing, entry may be made at any time and without prior notice if Landlord reasonably believes that an emergency exists or that the leased premises have been abandoned.
12. **ASSIGNMENT AND SUBLEASING.** Tenant shall not, and promises and agrees not to, transfer or assign this Lease, or sublet any portion of the leased premises, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld but may be conditioned on Tenant's payment of an additional rental fee of \$ 500.00 to offset the administrative costs of documenting the sublease or assignment. Further, no such consent shall be given or required to be given unless Tenant and assignee or sub-lessee agree in writing that their liability under this Lease shall be joint and several and unless the assignee or sub-lessee agrees in writing: (a) that the leased premises and all furnishings and appliances in the leased premises will be returned to Landlord in the same condition as at the commencement of this Lease, normal wear and tear excepted: and (b) that certain charges may have already been applied to the Security Deposit prior to the termination of this Lease. **IT IS EXPRESSLY UNDERSTOOD AND AGREED BY TENANT, HOWEVER, THAT HIS OBLIGATION TO PERFORM ALL THE TERMS COVENANTS AND CONDITIONS OF THIS LEASE SHALL CONTINUE FOR THE FULL TERM OF THIS LEASE, NOTWITHSTANDING LANDLORD'S CONSENT TO ANY SUBLEASE OR ASSIGNMENT.**
13. **CONDITIONS OF LEASED PREMISES.** Tenant acknowledges that he/she has examined the leased premises prior to taking possession, knows the condition of the leased premises, and accepts the leased premises in their present condition as indicated on the Check-In-Out Sheet attached to this lease and incorporated herein by this reference. Tenant also acknowledges that he has examined all furnishings and appliances in the leased premises, and agrees that, **EXCEPT AS NOTED ON ADDENDUM "A" THE MOVE IN/ MOVE OUT INSPECTION SHEET REFERRED TO ABOVE,** all furnishings and appliances are in good condition or repair. **In the event the tenant fails to complete a move in inspection sheet the tenant agrees that the premises and all appliances and furnishings are in good operating condition without exception.** Tenant agrees to return the leased premises, furnishings and appliances to Landlord upon the termination of this Lease in their present condition, normal wear and tear excepted. Tenant acknowledges that tenant leases the leased premises **AS IS** and **WITH ALL FAULTS**, and that Landlord has not agreed to undertake any maintenance, alterations or repairs or to construct any improvements to the leased premises, nor has Landlord made any representation or warranty, expressed or implied, as to the condition of the leased premises or the fitness or suitability of the leased premises for any particular use or purpose. **LANDLORD HEREBY DISCLAIMS, AND TENANT HEREBY WAIVES, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER WITH RESPECT TO THE LEASED PREMISES, INCLUDING BUT NOT LIMITED TO THOSE OF CONDITION, TENANTABILITY, HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND COMPLIANCE WITH ANY APPLICABLE LAWS, CODES OR REGULATIONS.**

14. **CARE OF LEASED PREMISES.** Tenant hereby promises and agrees that Tenant will not cause or permit any neglect or deliberate misuse of the leased premises, or furnishings or appliances therein provided by Landlord. In the event that Tenant causes or permits any such neglect or deliberate misuse of the leased premises, furnishings or appliances, Tenant agrees to and shall bear the expense of repair of any and all damages resulting there from. The expense so incurred shall be considered to be additional rent for the leased premises and shall be immediately due from Tenant at the option of Landlord. Further, Tenant shall not make or cause to be made any physical alterations of or in the leased premises, including, but not limited to painting, papering or adding or changing door locks, without the advance written consent of Landlord, which consent may be withheld in the sole discretion of Landlord. After Tenant vacates the leased premises, a final cleaning of the leased premises, furnishing and appliances, including, but not limited to, a professional shampoo or steam cleaning of carpets, which must be evidenced by a receipt from the service company and if not to Landlord's satisfaction shall be performed by Landlord's vendor of choice, if determined by Landlord, in Landlord's sole discretion, to be necessary to restore the leased premises to their pre-leased condition. It is expressly understood, acknowledged and agreed that the cost of such final cleaning shall be deducted from Tenant's Security Deposit at the rate of \$35.00 per hour for labor, plus supplies. Landlord will charge a fee of \$45.00 per lock to re-key the leased premises if any or all keys are lost or not returned. There shall be a \$4.00 charge per light bulb for each light bulb missing or in need of replacement.
15. **SMOKE DETECTOR / CARBON MONOXIDE DETECTOR.** Tenant acknowledges that as of this date, the unit is equipped with one or more smoke detector(s) AND carbon monoxide detector(s) (where applicable): that the Tenant has inspected the smoke detector(s) and carbon monoxide detector(s): also that Tenant finds them to be in good working order. **Tenant agrees that it is his/her duty to regularly test the smoke detector(s) and Carbon monoxide detector(s) and agrees to notify Landlord immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s) or carbon monoxide detector(s).** Within seven (7) days of receipt of such written notice of the Landlord, Landlord shall repair or replace the smoke detector(s) or carbon monoxide detector(s) assuming the availability of labor and materials. Tenant's agree to allow the Landlord to inspect and test the detector(s) every (6) six months. Tenant agrees to notify the Landlord if at any time the existing battery becomes unserviceable, Landlord will pay for replacing the battery however tenant is responsible for replacing immediately on becoming aware that it is not serviceable. Tenant agrees to reimburse Landlord, upon request, for the cost of a new smoke or carbon monoxide detector or carbon monoxide detector and installation thereof in the event the existing smoke or carbon monoxide detector(s) become damaged, or disarmed, or if the top has been removed requiring replacement. Current cost of replacement is \$50.00; this price is base and is subject to current cost of replacement.
16. **REPORTING MALFUNCTIONS.** If any appliance or system in or on the leased premises, including, but not limited to, range, oven refrigerator, disposal, furnace, heating system, electrical system or plumbing system, fails to operate or otherwise malfunctions, Tenant shall promptly (by all means available and in writing) inform Landlord of such failure or malfunction. Any damages that occur as a result of Tenant's negligence of failure to promptly report any such malfunction or that occur as a result of the continued use of the malfunctioning appliance or system shall be the responsibility of Tenant, and Tenant shall be liable therefore.
17. **EMERGENCY REPAIR.** The Landlord may stop service of plumbing, heating or electrical system, because of an accident, emergency, repairs, or changes until the work is completed. If unable to supply any service because of labor trouble, lack of fuel supply or other cause not controlled by Landlord, the Landlord is excused from supplying that service. Service will resume when the Landlord is able to supply it.

18. **MAINTENANCE AND OUTSIDE MAINTENANCE.** Tenant shall maintain in good repair and in good, clean, safe and lawful condition, the leased premises. Tenant shall maintain the yard, keeping weeds pulled, leaves raked, trees and shrubs trimmed and watered and grass watered and mowed (weekly) to the satisfaction of Landlord. Tenant is responsible for regularly cleaning up and disposing of any pet excrement on the property daily. Tenant further agrees to maintain the sidewalks, driveways and parking area, if any, free and clear from snow and ice, and to keep the entire leased premises free from trash, rubbish, abandoned vehicles and the like. In the event that Tenant fails to maintain the yard or to clear snow and ice as required above, Landlord and Landlord's appointed vendor shall have the right, but shall not be obligated, to enter the leased premises and perform such maintenance and Tenant agrees to and shall bear the expense so incurred which shall be considered additional rent for the leased premises and shall be immediately due from Tenant at the option of Landlord. Tenant shall be responsible for heating maintenance, including but not limited to, routine furnace filter changes per manufacturer recommendations or at a minimum of every 30 days during the winter and summer months at the Tenants expense. In addition Tenant is also responsible for the start up and shut down expense of the evaporative coolers, and sprinkler/drip systems including irrigation pumps and backflow prevention certification. The current labor rate for such start up and shut down is \$35.00/hour. The expense so incurred shall be considered additional rent for the leased premises and shall be due immediately at the option of the Landlord.
19. **DAMAGE OR DESTRUCTION.** If the leased premises are so injured or damaged by fire or other cause or casualty as to render them uninhabitable, then either Landlord or Tenant may terminate this Lease as of the date such injury or damage occurred, by written notice given to the other party within fourteen (14) days after the occurrence of such injury or damage, or, in Landlords case, within fourteen (14) days after Landlord receives notice of the injury or damage; provided, however, that if such injury or damage is caused directly or indirectly by any act, omission, abuse or negligence of Tenant or any person claiming under Tenant, or the family members, guests, visitors, invitees, licensees, agents, employees or contractors of Tenant or any such person, then only Landlord shall have such right to terminate this Lease. In addition, in the event the building of which the leased premises are a part of are so injured or damaged by fire or other cause or casualty (even though the leased premises may not be effected (that Landlord shall decide within a reasonable period of time not to rebuild, then this Lease shall be terminated as of the date such injury or damage occurred. Upon any such termination, rent shall be prorated as of the date such injury or damage occurred, of the date of last possession by tenant, whichever is later, and the parties shall be relieved of further obligations hereunder; provided however, that nothing contained herein nor any termination pursuant hereto shall release or be construed to release Tenant from liability for any injury or damage to the leased premises or the building of which the leased premises are a part, directly caused by any act, omission, abuse or negligence of Tenant or any person claiming under Tenant, or the family members, guests, visitors, invitees, licensees, agents, employees or contractors of tenant or any such person. If this Lease is not terminated as provided above following any such injury or damage to the leased premises rendering the leased premises untenable, except any such injury of damage caused directly or indirectly by Tenant or any person claiming under Tenant, or the family members, guests, visitors, invitees, licensees, agents, employees or contractors of Tenant or any such person, then Landlord shall proceed with reasonable diligence to repair such injury or damage and there shall be an appropriate abatement of rent, based on the extent to which the injury or damage interferes with tenant's use of the leased premises, until the leased premises have been so repaired. **BROKEN WINDOWS.** The Tenant is responsible for replacement and installation cost of any broken window regardless of cause, during the lease term. The window must be replaced with that of equal quality.

20. **PETS. PLEASE SEE PET ADDENDUM.** No pets may be kept permanently or harbored temporarily on or near the leased premises without the advanced written consent of Landlord. If this box is checked [X] please see Addendum D "Pet Agreement" attached to this lease and incorporated herein by this reference.
21. **PARKING AND STORAGE.** The leased premises shall include the following parking and storage areas: f \_\_\_\_\_ The use of such areas shall be governed by such rules and regulations as may be issued from time to time by Landlord and such use shall be at Tenant's sole risk and with the express understanding and agreement that Landlord shall not be liable for personal injury or property damage or loss suffered or incurred therein or thereon.
22. **LIMITATION OF LIABILITY.** Tenant agrees that Landlord shall not be liable for any personal injury or loss or damage which is caused by a failure or malfunction of the sewer or water system, gas or heating system, or electrical system when such failure or malfunction is the result of acts or omissions beyond the direct control of the Landlord, nor shall Landlord be liable, in the event the leased premises are part of a building containing more than one unit, for any personal injury or loss or damage to property that may result from or arise out of any acts or omissions of other tenants or occupants in the building in which the leased premises are located, or their guests or pets, when such acts or omissions are beyond the direct control of Landlord. Tenant expressly acknowledges that Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause, and further acknowledges that Landlord has advised Tenant to obtain and maintain Tenant's own renter's insurance policy if tenant desires to insure Tenant's personal possessions or personal liability.
23. **ABANDONMENT.** In the event Tenant vacates or abandons the leased premises prior to the termination of this Lease, Tenant expressly authorizes Landlord, at Landlord's option, to re-enter and re-rent the leased premises for the benefit of Tenant **WITHOUT EFFECTING A TERMINATION OF THIS LEASE.** All expenses incurred by Landlord in re-renting the leased premises, including a fee of \$ 500.00 for Landlord's time expended in such re-renting, shall be borne by Tenant, and any rent received as a result of that renting may be applied to the amounts due to Landlord from tenant under this Lease. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT TENANT'S OBLIGATION TO PAY THE RENT SHALL CONTINUE FOR THE FULL TERM OF THIS LEASE, NOTWITHSTANDING ANY SUCH RE-RENTAL OF THE LEASED PREMISES.**
24. **DEFAULT BY TENANT.** In the event Tenant fails to pay the rent or any portion thereof when due, and three days' notice in writing has been given to Tenant requiring in the alternative the payment of the rent or possession of the leased premises, Landlord may, without further notice to Tenant, terminate Tenant's right to possession of the leased premises under this Lease. In the event that Tenant shall default in the performance of any of the terms, covenants or conditions contained in this Lease other than the promise to pay rent, or if Tenant shall fail to comply with any rules and regulations incorporated herein or hereafter established pursuant to the terms of this Lease, and three days' notice in writing has been given to Tenant requiring in the alternative the compliance with such term, covenant, condition, rule or regulation or the delivery of possession of the leased premises, Landlord may, without further notice to Tenant, terminate Tenant's right to possession of the leased premises by giving Tenant three days' written notice of intention to terminate. **TENANT UNDERSTANDS AND ACKNOWLEDGES THAT EVEN IF TENANT'S RIGHT TO POSSESSION IS TERMINATED, THIS LEASE AND TENANT'S OBLIGATIONS UNDER THIS LEASE, INCLUDING THE OBLIGATION TO PAY RENT, SHALL CONTINUE FOR THE FULL TERM OF THE LEASE.**

25. **ABANDONED PROPERTY.** Upon the termination of this Lease or upon vacation or abandonment of the leased premises by Tenant, any personal property left by tenant on the leased premises or surrounding area will be considered abandoned property. Tenant agrees that Landlord may, at Landlord's option, immediately remove any such abandoned property and dispose of such property in any manner that Landlord deems proper, without notice to Tenant.
26. **LANDLORD'S LIEN.** Landlord shall have and is hereby granted a lien upon Tenant's personal property which is on or in the leased premises for the amount of any unpaid rent or other sum due from Tenant under this Lease and for the costs of enforcing the lien, including reasonable attorney's fees. Such lien may be enforced in the same manner and according to the same procedures as a Colorado statutory landlord's lien.
27. **NOTICE.** Unless OTHERWISE SPECIFIED BY LAW OR IN THIS Lease, all notices required or permitted pursuant to the terms of this Lease shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or, if to tenant, securely and conspicuously posted, as follows:
- If to Tenant: To or at the address of the lease premises, or Tenant's last known address
- If to Landlords Agent: Chaparral West Holdings, LLC  
P.O. Box 1765  
Grand Junction CO 81502
- If this Lease is signed on behalf of Tenant by more than one person, notice given to any one such person shall be deemed notice to all such persons. Landlord may change the address to which future notices shall be sent by giving written notice of such change.
28. **ATTORNEY'S FEES.** In the event of any dispute, arbitration, or litigation between Landlord and Tenant arising out of or in any way related to this Lease, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees from the losing party.
29. **MISCELLANEOUS.** If any provision of this Lease shall be declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect. Landlord has the right to waive any one or more breaches of this Lease, and any such waiver shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this Lease. This Lease shall be subordinate to all existing and future mortgages and deeds of trust upon or affecting the leased premises or the property upon which the leased premises are located. The Landlord shall have such rights and remedies as are contained in this Lease, and such rights and remedies shall be cumulative and shall not be exclusive of any other rights or remedies available at law or in equity or by statute or otherwise. Any grammatical changes shall be implied whenever necessary to change gender and number of the parties to this Lease so that the wording in the Lease shall reflect the accurate fact. This Lease contains the entire agreement of the parties, and may not be altered or amended except by written agreement signed by both parties. This Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns. If this Lease is signed on behalf of Tenant by more than one person, then the liability of the person so signing shall be joint and several.

**30. MOLD OBLIGATIONS. TENANTS OBLIGATIONS REGARDING MOLD:** Tenant shall keep the premises; particularly the kitchen, bathroom(s) carpets and floors clean through regular vacuuming, mopping, and use of household cleaners on hard surfaces. Tenants shall immediately and consistently remove all visible moisture from all surfaces in the premises. Tenant shall periodically inspect all sinks, bathtubs, toilets, and shower enclosures, refrigerators, dishwashers, water heaters, washing machines, and air conditioners and the connections, discharge lines and the areas surrounding each, to ascertain whether there are any water leaks, or signs of water leaks. Tenant shall immediately inform Landlord in writing of any water leaks or signs of water leaks as well as any missing grout or caulk in tiled areas. Tenant shall reasonably prevent and shall immediately clean and dry all plant watering overflows, beverage spills, cooking spills, pet urination, and overflows of fixtures and appliances. Tenant shall ensure that all shower doors and curtains are utilized to prevent water from escaping any tub or shower enclosure. Tenant shall not allow damp clothes and towels to accumulate and shall consistently hang towels on towel bars to allow to them to dry. Tenants shall keep all windows and doors closed during adverse weather and when the premise is unattended. In the event of visible accumulation of mold on hard surfaces, Tenant shall immediately clean the accumulated and surrounding area with soap or detergent and allow the area to dry. Within 24 hours of the initial cleaning, tenant shall apply a spray on type of biocide (such as Lysol disinfectant or pine sol disinfectant) in accordance with the products instructions and labeling. Tenant shall place and store Tenants personal shall place and store Tenant's personal property to prevent it from becoming wet or damaged in the event of water leakage, backup or flooding. **LANDLORDS OBLIGATION REGARDING MOLD:** Upon receiving written notification by Tenant, Landlord shall within a reasonable time, repair water leaks in premises, provided such leaks are not caused by the misuse, use, or neglect of Tenant, or any occupants, guests or invites of Tenant, or by any violation of the Lease by Tenant, or any occupants, guests or invites of Tenant. Upon written notification by Tenant, Landlord shall within a reasonable time, clean or apply biocides to visible mold on porous surfaces such as sheetrock walls and ceilings, provided such visible mold has not been caused by the Tenant, or any occupants, guests, or invites of tenant or by any violation of the lease by tenant or any occupants, guests, or invites of tenant. **REMEDIES:** Landlord does not warrant or represent that the premises shall be free of mold. A breach of the mold obligations outlined herein by Tenant, or any occupants, guests, or invitees of tenant shall be a material violation of the lease allowing Landlord to recover possession of the premises, following Demand for Possession or Compliance in accordance with state law, and all other rights and remedies contained in the Lease. In the event of a breach by Landlord, Tenant's sole and exclusive remedy shall be to immediately vacate the apartment and Tenant's obligations to continue to pay lease payments shall terminate on the date Tenant delivers possession of the premises to the Landlord. 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. **WARRENTIES, INDEMNIFICATIONS AND RELEASES:** Tenant hereby indemnifies and shall hold Landlord harmless from and all claims or causes of action, arising (in whole or in part) from Tenant's breach of the obligations contained in this Mold 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 the mold obligations outlined herein by Landlord and further releases Landlord from any and all claims of consequential damages to Tenant's personal property, or claims of adverse health conditions associated with exposure to mold.

**31. TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this Lease upon 30 days written notice to Tenant that the premises have been sold.

**32. COLLECTION.** If it becomes necessary to institute collection or arbitration to enforce this agreement, these costs will be payable to Landlord. The collection agency used by Landlord charges 40% of all collections: **THEREFORE, IT WOULD BE NECESSARY TO INCREASE YOUR AMOUNT OWED BY 40% BEFORE YOUR ACCOUNT IS REFERRED TO THE COLLECTION AGENCY.**

33. **ACKNOWLEDGEMENT.** By signing this Lease, Tenant expressly acknowledges that Tenant has thoroughly read and fully understands this Lease, and that Tenant has received a true and correct photocopy of this Lease from Landlord.
34. **PROPERTY MANAGER:** The listed property managers may sign legal documents, enter into legal contracts, and make all necessary decisions under this lease. The listed people will be allowed to act as agent to the property owner and act on the owner's behalf.

**Property Manager: Charis Phillips**  
**Property Manager: Jordan Abeloe**

35. **INCLUSIONS.** The following personal property items are included with the leased premises:
- 
- 

36. **ADDITIONAL PROVISIONS: SMOKING IS NOT PERMITTED INSIDE THE UNIT. TENANT IS RESPONSIBLE FOR ANY AND ALL COSTS INCLUDING BUT NOT LIMITED TO DEODORIZING AND RE PAINTING TO GET RID OF SMELL. TENANT IS REQUIRED TO OBTAIN RENTERS INSURANCE AND MUST PROVIDE LANDLORD WITH A COPY OF THE POLICY WITH AN EFFECTIVE DATE TO BE CONCURRENT WITH THE OCCUPANCY DATE OF THE LEASE.**

37. IN WITNESS WHEREOF, this Lease has been executed on the day and year set forth above.

TENANT

LANDLORD / PROPERTY MANAGER

X \_\_\_\_\_  
Date

\_\_\_\_\_

X \_\_\_\_\_  
Date

X \_\_\_\_\_  
Date

X \_\_\_\_\_  
Date

X \_\_\_\_\_  
Date

Tenant E-mail address \_\_\_\_\_

# of Keys received by Tenant \_\_\_\_\_ # of garage door openers received by Tenant \_\_\_\_\_

Security Deposit Paid \$ \_\_\_\_\_ Date \_\_\_\_\_

Rent Paid \$ \_\_\_\_\_ Date \_\_\_\_\_

Pet Fee Paid \$ \_\_\_\_\_ Date \_\_\_\_\_



**Addendum A**

**INSPECTION CHECK-LIST**

**Tenant Name:** \_\_\_\_\_

**Address of Rental Unit:** \_\_\_\_\_

**Amount of Security Deposit and Date Paid:** \_\_\_\_\_

Location	Move-In Condition		Move-Out Condition	
	Ok	If not ok, describe problems	Ok	If not ok, describe problems
General Cleanliness				
Sink				
Counters				
Light Fixtures and switches				
Cabinets				
Oven/Range				
Refrigerator				
Dishwasher				
Outlets				
Walls & Ceilings				
Floor				
Windows				
Microwave hood or Hood Vent				
Doors				
Other (describe)				

Location	Move-In Condition		Move-Out Condition	
	Ok	If not ok, describe problems	Ok	If not ok, describe problems
<b>Bathroom 1</b>				
General cleanliness				
Toilet				
Sink				
Shower or Tub				
Mirror				
Floor				
Walls and Ceilings				
Outlets				
Window or fan				
Doors				
Linen Closets				
Light Fixtures and switches				
Other (describe)				

<b>Location</b>	<b>Move-In Condition</b>		<b>Move-Out Condition</b>	
<b>Bathroom 2</b>	<b>Ok</b>	<b>If not ok, describe problems</b>	<b>Ok</b>	<b>If not ok, describe problems</b>
General cleanliness				
Toilet				
Sink				
Shower or Tub				
Mirror				
Floor				
Walls and Ceilings				
Outlets				
Window or fan				
Doors				
Linen Closet				
Light Fixtures and switches				
Other (describe)				
<b>Location</b>	<b>Move-In Condition</b>		<b>Move-Out Condition</b>	
<b>Living Room</b>	<b>Ok</b>	<b>If not ok, describe problems</b>	<b>Ok</b>	<b>If not ok, describe problems</b>
General Cleanliness				
Walls& Ceiling				
Floor/Carpet				
Light Fixtures And switches				
Outlets				
Windows				
Doors				
Other (describe)				

<b>Location</b>	<b>Move-In Condition</b>		<b>Move-Out Condition</b>	
<b>Master Bedroom</b>	<b>Ok</b>	<b>If not ok, describe problems</b>	<b>Ok</b>	<b>If not ok, describe problems</b>
General Cleanliness				
Walls& Ceiling				
Floor/Carpet				
Light Fixtures And switches				
Outlets				
Windows				
Doors				
Other (describe)				

<b>Location</b>	<b>Move-In Condition</b>		<b>Move-Out Condition</b>	
<b>Bedroom 2</b>	<b>Ok</b>	<b>If not ok, describe problems</b>	<b>Ok</b>	<b>If not ok, describe problems</b>
General Cleanliness				
Walls& Ceiling				
Floor/Carpet				
Light Fixtures and switches				
Outlets				
Windows				
Doors				
Other (describe)				

<b>Location</b>	<b>Move-In Condition</b>		<b>Move-Out Condition</b>	
<b>Bedroom 3</b>	<b>Ok</b>	<b>If not ok, describe problems</b>	<b>Ok</b>	<b>If not ok, describe problems</b>
General Cleanliness				
Walls& Ceiling				
Floor/Carpet				
Light Fixtures and switches				
Outlets				
Windows				
Doors				
Other (describe)				
<b>Location</b>	<b>Move-In Condition</b>		<b>Move-Out Condition</b>	
<b>Laundry Room</b>	<b>Ok</b>	<b>If not ok, describe problems</b>	<b>Ok</b>	<b>If not ok, describe problems</b>
General Cleanliness				
Walls& Ceiling				
Floor				
Light Fixtures And switches				
Outlets				
Windows				
Doors				
Other (describe)				

<b>Location</b>	<b>Move-In Condition</b>		<b>Move-Out Condition</b>	
<b>Front Entry</b>	<b>Ok</b>	<b>If not ok, describe problems</b>	<b>Ok</b>	<b>If not ok, describe problems</b>
General Cleanliness				
Walls& Ceiling				
Floor/Carpet				
Light Fixtures				
Outlets				
Windows				
Doors				
Other (describe)				

<b>Location</b>	<b>Move-In Condition</b>		<b>Move-Out Condition</b>	
<b>Exterior</b>	<b>Ok</b>	<b>If not ok, describe problems</b>	<b>Ok</b>	<b>If not ok, describe problems</b>
General Cleanliness				
Siding/Trim				
Sidewalks/Driveway				
Light Fixtures				
Outlets				
Windows				
Other (describe)				
Sprinkler System				
Fencing				
Locks/Door Hardware				



## Addendum D

### Pet Agreement

Property: \_\_\_\_\_

1. Any tenant wishing to bring pets onto the above named property must read, understand and abide by the rules outlined in this Policy, the primary purpose of which is to ensure that safe and sanitary surroundings are provided for all tenants, visitors and management employees, to protect the physical integrity of the property, and to protect and provide for the well-being of the pets themselves.

2. **Tenant must register all pets with property management.** Permission to keep a pet is granted at the sole discretion of management and will be based in part on the pet's own merit, as well as the tenant's ability to maintain proper control over it.

#### Types of Pets

3. The term "pet" refers to a domesticated species and genus of animal commonly recognized as a household pet, examples of which are cats, dogs, birds and fish.

4. Assistive animals that provide assistance, service and support to a disabled person are not considered pets and are not limited by this Policy. However, they must be registered with management.

5. Vicious pets, exotic pets or any poisonous or venomous pets will not be permitted.

6. Aggressive dog breeds such as, but not limited to: Akita's, American Pit Bull, also known as American Staffordshire or Staffordshire Terrier, Chows, Rottweiler or any mix of these breeds, Wolf Hybrid or wolf mixed with any breed. Guard or attack trained dogs, or any dog that has shown a tendency to be aggressive will not be permitted.

7. Pets may not be kept or bred for commercial purposes while on the property.

8. Unauthorized pets, including pets of visitors or guests, will not be allowed on the property even on a temporary basis.

9. **The maximum number of pets allowed at this property will be:**

10. \_\_\_\_\_ **There is no size or weight restriction for dogs; (or)**  
\_\_\_\_\_ **The maximum size and weight of any dog may not exceed**

#### Restrictions

11. If a pet is left unattended for an inappropriate period due to the tenant's illness, neglect, or inability to provide pet care, management, at its discretion, may enter the tenant's unit and arrange for the pet's care. Tenant will provide management with the name, address and telephone number of a person or source who will accept the responsibility for the pet's care in the event of such an occurrence. Any costs incurred will be deducted from the tenant's pet security deposits.

12. Mistreatment, abuse or neglect of any pet will not be tolerated.



### **Condition of Property**

13. Tenant agrees to keep the unit in good condition and allow periodic inspections by management to assure that there are no damages caused by pet.

14. Presence of a pet may not interfere with maintenance or routine pest extermination of the unit. Tenant is responsible for removing or protecting the pet when these procedures are requested or scheduled by management.

15. Tenant is responsible for keeping all areas where pet is housed clean, safe and free of parasites, including fleas. Dog owners must immediately pick up and dispose of all dog waste deposited on property. Cat owners must place soiled litter in tied plastic bags and dispose of it in outside garbage facilities, not the toilet system. Litter boxes must be changed a minimum of once a week, or more often if odor problems occur.

### **Complaints and Warnings**

16. Tenant is responsible for keeping pet from disturbing other tenants or becoming a nuisance. Nuisance may include chronic noise that disturbs other tenants; failure to properly dispose of pet wastes; and unleashed or unattended pets.

17. Complaints regarding failure to comply with this Policy must be made in writing to management. If the complaint is determined to be valid, management will issue a warning to the tenant who must immediately remedy the situation.

18. A tenant who fails to remedy the situation after 1 warning will receive a 3 day notice to remove the pet. Threatening behavior, animal bites or attacks by a pet will constitute grounds for immediate removal. If the tenant fails to remove the pet after receiving notice to do so, tenant will be considered to be in breach of the lease and may be evicted.

### **Damages and Fees**

19. Tenant is responsible for and must immediately pay for the cost of all damages or injuries caused by his/her pet and will also be responsible for the full cost of flea extermination in the building that may be required because of the tenant's pet.

20. There is a Non-Refundable Three Hundred Dollar (\$300.00) additional pet fee for each pet, due at the time the pet is registered and accepted, unless otherwise agreed.

### **Acknowledgement**

22. Tenant agrees that keeping a pet on the property is a privilege, not a right, and that management reserves the right to prohibit or demand removal of any pet at any time.

23. Tenant agrees to indemnify, hold harmless and defend the owner, agents and employees of the property against all liability, judgments, expenses or claims by a third party for any injury against any person or damage to any property caused by any pet or animal possessed or brought onto the property by the tenant, or allowed by the tenant to be brought onto the property.

Breed of Dog \_\_\_\_\_

Breed of Dog \_\_\_\_\_

Breed of Dog \_\_\_\_\_

I have read, understand, and agree to the terms of the above Pet Policy. I understand that any aggressive dog or dog breeds mentioned above are NOT allowed.

Tenant's Signature \_\_\_\_\_

Name (Printed) \_\_\_\_\_ Date \_\_\_\_\_

Tenant's Signature \_\_\_\_\_

Name (Printed) \_\_\_\_\_ Date \_\_\_\_\_

**Addendum C**

**Move Out Restoration Cost Schedule**

If you do not clean the following items prior to moving or leave the appliances in good working condition the following charges will be deducted from you security deposit. In the event your security deposit is insufficient to cover these costs, you will be held liable for the collection of the costs together with any legal costs incurred to collect such funds.

Carpet Cleaning: Tenant shall have all carpets professionally cleaned at time of move out and provide agent with a copy of the paid invoice. If you do not, you will be charged for having it performed.

Oven/range/range hood	-\$50.00
Refrigerator	-\$50.00
Cabinet/drawers/countertops	-\$50.00
Bathroom Fixtures/cabinets	-\$75.00
Widows	-\$10.00 Each
Interior Cleaning	-\$35.00/Hour
Exterior Cleaning Labor	-\$35.00/Hour + Landfill Charge
Exterior Cleaning Equipment	-\$35.00/Hour
Wall/Door/Carpet Repairs/Cleaning	-As Charged
Window Covering/Blinds	-As Charged

If any items are missing or damaged to the point that they must be replaced when you move out you will be charged for the current cost of the items, labor, plus a 15% service fee. This includes, but is not limited to, light bulbs, doors, windows, screens, stove reflectors, mirrors, door keys, and counter tops or drawers

Please sign your name in the space provided below as an indication that you have received a copy of these Move out restoration charges and that you have reviewed and understand them.

_____	_____
Resident/Tenant	Date
_____	_____
Resident/Tenant	Date
_____	_____
Resident/Tenant	<b>Date</b>