



THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY THE LAW FIRM GAST JOHNSON & MUFFLY, PC FOR MOUNTAIN-N-PLAINS, INC.

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made and entered into this _____ day of _____, by and between _____ (“Owner”), acting through Owner’s agent, Mountain-n-Plains, Inc., a Colorado corporation (“Agent”), and _____ (referred to in this Lease, whether one or more, as the “Resident”).

Owner and Resident agree that:

1. LEASED PREMISES AND LEASE TERM. Owner has this day leased to Resident the premises (“Premises”) known and described as: _____ in _____, Colorado, County of _____, to be occupied as a residence by Resident upon the terms and conditions set forth in this Lease for the term from **12:00 p.m. (Noon)** _____, _____, to **8:00 a.m.** _____, _____. Resident accepts the Premises in “As Is” condition, without any representations or warranties by Owner or Agent.

2. AGENT. Resident understands that Agent is acting for and on behalf of Owner in all matters relating to the Lease.

3. OCCUPANTS & GUESTS. No more than _____ persons other than Resident shall occupy the Premises. Listed below are all other occupants not signing this Lease: _____

Occupants other than those listed above shall not be permitted to occupy the Premises for more than 14 consecutive days without the prior written consent of Agent. The term “Resident” as used in this Lease includes all occupants of the Premises and Resident shall be responsible and liable for the acts or omissions of all non-signing occupants, guests, as well as unauthorized occupants. Acts or omissions of non-signing occupants, guests, as well as unauthorized occupants, in violation of the Lease and any attachments, shall be considered a default of Resident under the Lease.

Under the City of Fort Collins Land Use Code, the maximum permissible occupancy for a single family dwelling is:

1. One family (related by blood, marriage, adoption) and not more than one additional person; or
2. Two adults and their dependents, if any, and not more than one additional person.

4. NOTICE REQUIREMENTS.

a. Resident shall give:

- Two calendar month’s** written notice before the end of above-stated Lease term of intent to renew this Lease for the Premises or intent to vacate upon termination of the Lease.
- Notification in writing by **February 1st** of the year in which the Lease term ends of intent to renew this Lease for the Premises or intent to vacate upon termination of the Lease.
- Notification in writing by **March 1st** of the year in which the Lease term ends of intent to renew this Lease for the Premises or intent to vacate upon termination of the Lease.

PLEASE INITIAL VERIFYING RESIDENT HAS READ AND AGREES TO ALL ITEMS ABOVE: _____

- b. This Lease shall automatically terminate at the expiration of the term, as set forth in Paragraph 1 above, without further notice or demand. Agent has no obligation to renew this Lease after the Lease term expires.
- c. All roommate changes must be completed and approved one calendar month prior to Lease expiration and all roommates must sign the renewal Lease for the renewal Lease to be valid.
- d. This Lease is binding on both Owner and Resident in the event of a sale of the Premises. The Owner and/or Agent for the Owner may at any time during this Lease term provide notice of the new address directing Resident to pay rent to an agency or individual of Owner's choosing.

5. RENT & COLLECTION.

Resident shall make rent payments in one single payment each month. Any multiple payments will be reversed or not accepted.

Resident shall pay to Agent at the address set forth above a total of \$ _____ as rent, for the term stated, \$ _____ per month payable in advance on the first day of each month. Rent is considered late if received after 5:00 p.m. on the **third day of the month** at which time, Resident will pay an initial late charge of **\$40.00 plus an additional late charge of \$10.00 per day** after the third day of the month up to a total additional **late charge of \$100.00**. If rental due/delinquent date falls on a weekend or holiday, it is Resident's responsibility to make sure rents are paid prior to the delinquent date in order to avoid a late charge. If rent is not received by 5:00 p.m. on the third day of the month, then, in addition to any other rights and remedies, a "Ten Day Notice of Non-Compliance" may be posted on the Premises. In addition to late charges, Resident will be responsible for all costs associated with posting any such "Ten Day Notice."

Pro-rata share of rent, if any, is \$ _____ = _____ days at \$ _____ per day.

Any amounts due from Resident in addition to rent (including but not limited to, utilities, maintenance, assignment fees, roommate change fees, posting fees) are due and payable within 30 days from the date of billing. The only exception may be assignment and roommate change fees that may be due and payable when an assignment/roommate change notification from Resident is given. Late fees are due and payable when late rent is paid, and insufficient funds fees are due and payable with reimbursement of the insufficient funds. Any monies received by Agent may first be applied to amounts due other than rent. In addition to all other amounts described herein, Resident shall pay Agent an **administrative fee of 10% per month** on any outstanding balance, including but not limited to, rent, unpaid late fees, outstanding utility charges, repair charges, or any other charges or fees specified herein. Agent may require at any time that Resident pay all rent and other sums in certified/cashier's check or money order. Resident will pay a **fee of \$20.00** to cover the extra costs of handling any insufficient funds check. **A convenience fee at the time of any electronic transaction will be charged and said fee is non-refundable.**

If Resident pays in cash it must be received by an authorized representative of Agent in person and no cash may be deposited in the rent drop box.

If rents are unpaid, Resident hereby grants Agent a lien on all personal property in the Premises including, but not limited to, furniture, appliances, electronic equipment, sporting goods and other items of personal property, to secure the payment of rent and all other sums due under this Lease. This lien shall be in addition to all other liens provided by law.

6. UTILITIES. Resident shall arrange prior to occupancy for billing and be responsible to pay for the following utilities and associated fees through the term of the Lease. With the exception of cable television, Resident shall keep all other utilities including phone in service at all times during the Lease term.

- Water / Sewer / Stormwater:** _____
- Electricity:** _____
- Gas:** _____
- Trash:** _____

If utility accounts are not established in Resident's name as required above, Resident will be charged an **accounting charge of \$40.00 per utility bill** that is processed through Agent until the utility bill is established in Resident's name. In addition, even if the utility bill is in Resident's name, Agent reserves the right to charge Resident an administrative fee of \$40 per utility bill for addressing delinquency notices or any other matter arising from Resident's non-payment of a utility bill or non-compliance with any utility rules or regulations. Resident will leave no unpaid bills at the end of the Lease term. It is Resident's responsibility to transfer utility accounts into the Owner's name in care of Agent on the last day of the Lease term. Resident shall be responsible for any charges resulting from Resident's failure to do so. In the event Resident leaves unpaid bills upon vacating the Premises, Agent reserves the right to deduct an equal amount from Resident's security deposit.

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If Resident is responsible for trash removal, Resident must retain a local trash company with weekly pick-up service. Garbage and refuse shall be placed inside designated garbage receptacles and not left beside the receptacle or outside the front door of the Premises. If Resident has individual poly cart/trashcan service, Resident shall be responsible to place and remove the poly cart/trashcan to/from the curbside on pick up day. Poly cart/trashcan must not be visible from street other than on collection day. If trash service is provided, any overage charges from the trash company will be billed to and paid by Resident. No debris, lawn trash, mattresses, furniture, or miscellaneous junk will be allowed to accumulate on the Premises at any time. **If trash or debris of any type is found on the Premises, it will be cleaned up and removed by Agent at the expense of Resident.** Charges for clean-up and removal will vary depending on the severity of the problem.

7. JOINT & SEVERAL LIABILITY. Each Resident understands that he/she is jointly and severally liable for all of the obligations of Resident in this Lease. **If Resident or any guest violates the Lease or rules, all Residents are considered to have violated the Lease.** In any lawsuits relating to this Lease, for purposes of serving notices or any pleadings, any Resident is considered to be a duly authorized representative of all Residents in the Premises.

8. SECURITY DEPOSIT. Resident has this day paid security money in the amount of \$_____ which shall be applied to the security deposit upon date of occupancy. It is understood by all parties to this Lease that the security deposit is \$_____ (includes \$_____ extra deposit for a pet) as security for Resident's payment of all sums due under this Lease and performance of all other Lease obligations. Resident shall also pay a non-refundable carpet cleaning fee of \$_____ (unless Resident is responsible for cleaning the carpets at move-out as noted below), and a lock re-key fee of \$_____, totaling a non-refundable fee of \$_____. The carpet cleaning fee (if applicable) will be applied at termination of the Lease and the lock re-key fee will be applied at the beginning of the Lease. Note: Lock re-key fee pertains to Premises doors only (garage and mailbox not included). Carpet deodorization is not included in the carpet cleaning fee and will be at an additional charge, if required. The security deposit shall be applied to the cost, if any, of labor and materials for repairing any damage (beyond ordinary wear and tear) caused by Resident or any guests or invitees, the cost of labor and materials to put the Premises in as clean a condition as when they were rented, and any unpaid rent, utilities, late fees or any other unpaid charges owing by Resident under this Lease. The cost of labor and materials will include a reasonable markup fee from Agent for any vendor-contracted labor and materials. The full monthly rent will be paid every month as agreed above, including the last month of occupancy. **The security deposit may not be used by Resident to offset any month's rent.** The security deposit is held in an interest-bearing escrow account retained by Agent unless held by the Owner as noted below. No interest will be paid to Resident on the security deposit.

Name: _____ Phone Number: _____
Address: _____

Return of the security deposit to Resident is contingent on all of the following occurring:

- a. The full term of this Lease having expired (or Agent having approved an assignment), and the Premises being completely vacated.
- b. No unpaid late charges, delinquent rents, rent differential, advertising, assignment fees and/or utility payments. Note: Utilities shall be in Resident's name through the term of the Lease. If Resident vacates early, **Resident shall not shut off utilities.**
- c. No damage to Premises at time of vacating the Premises beyond normal wear and tear.
- d. Entire Premises cleaned. **Any cleaning that has not been completed upon move in must be reported within 24 hours for cleaning to be rectified. Resident shall be responsible for all cleaning at the end of this lease term.**
 - The carpets will be steam-cleaned by Agent and the locks re-keyed in accordance with the Lease.
 - Resident will be responsible for having the carpets professionally steam-cleaned at move out (receipt to be provided at the time Resident vacates).
- e. No burns or spots on carpeting, or indentations or scratches in wood or flooring. Any additional vacuuming, deodorization and stain removal will be an additional charge.
- f. All debris, rubbish and discards, including abandoned furniture, removed from the interior and exterior of the Premises. **Resident shall have removed all trash or debris including trash in poly cart/trash can prior to Resident's scheduled closeout time on the day Resident moves out.**
 - Resident shall remove poly cart/trash can from Premises prior to scheduled closeout.
 - Resident shall keep provided poly cart/trash can at the Premises upon lease expiration.
- g. All vertical and horizontal blinds must be clean and free of damage. Fabric drapery must be professionally cleaned and/or returned in the same condition as move in.
- h. All burned out light bulbs including, but not limited to, appliance and yard light bulbs replaced with specified uniform bulbs (according to fixture).
- i. All pet excrement removed from the Premises. If applicable, mow, shovel and remove ice, remove all weeds, branches and trash, etc.

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- j. All keys returned at time of closeout including but not limited to, mailbox keys, automatic garage openers, parking permits, and any specialty keys. **Resident shall be charged a minimum of \$25.00 for any key not timely returned.**
- k. Forwarding address left with Agent.
- l. In order to avoid unnecessary painting charges, **Resident shall not spackle or use touch-up paint at move-out.**

Agent will inspect the Premises to verify the condition and the contents at the time of closeout. If Premises are not ready for checkout, Resident shall be subject to a **\$250.00 reschedule fee and \$150.00 per day fine until ready. Resident will also be held liable for any and all fees incurred by the Agent/incoming Resident/Owner due to Premises not being ready for occupancy.**

The closeout representative has no authority to bind or limit Agent regarding deductions for repairs, damages, or charges. Any statement or estimate by closeout representative is subject to correction, modification, or disapproval before final refunding or accounting.

Any portion of the security deposit to be refunded shall be returned within 60 days after Lease termination or within 60 days after assignment, whichever occurs first, by a single check made payable jointly to all Residents. Any security deposit refund will be mailed to the last known address, unless Agent receives (within forty-eight (48) hours after Lease termination or assignment) alternative written instructions.

If Resident disputes or otherwise does not agree with any charges made by Agent against the security deposit for damage repair or other costs described herein, Resident agrees to do so by notice to Agent within 90 days after Agent mails to Resident a written statement listing the reasons for retaining all or any portion of the security deposit. If Resident does not do so, Resident waives any right to dispute any charges made against the security deposit.

9. ABANDONMENT OF PERSONAL PROPERTY. Any personal property of Resident left in the Premises after Resident vacates the Premises shall be deemed abandoned. In the event of any default under this Lease, or if Resident's personal property remains on the Premises after termination or expiration of this Lease, Agent has the right to enter the Premises, remove all personal property at Resident's expense and dispose of the personal property in any manner Agent chooses. Resident agrees that neither Agent nor Owner shall be liable for any conversion, destruction, or disposal of any such personal property. If said personal property is sold by Agent, any monies received shall apply to storage and sales fees, if any, and then to rent and damages or any other costs which may be due to Agent, with the balance retained by Agent for its time and effort. Resident waives all statutory exemptions as to any personal property left on the Premises.

10. FURNISHINGS. The Premises are: Not Partially Fully furnished.

11. MAINTENANCE. The **Agent** or **Owner** (Owner's Phone Number: _____) shall be responsible for the following maintenance duties during the term of this Lease **except to the extent that any such item is made necessary by any act or omission of Resident or guests, in which event Resident shall pay the cost of such maintenance together with a reasonable markup fee from Agent:**

- a. Repairs to the exterior of the Premises.
- b. Repairs to sewer, heating, refrigerator (excluding ice maker), stove, water heater, dishwasher (if provided), washer and dryer (if provided), wiring and plumbing facilities. **Owner and Agent are not responsible for food loss in the event of refrigerator malfunction.**
- c. Repairs to common areas, doors, locks, windows, stairs, and floors.

Agent reserves the right to repair any damages caused by Resident, or any guest or invitee, during the Lease term and charge Resident for such repair work. Payment shall be due and payable to Agent within 30 days from the date of billing by Agent.

Non-emergency maintenance requests should be made in writing to Agent. Such requests may be faxed, e-mailed or delivered during office hours. **If Resident has a maintenance emergency request outside Agent's normal business hours, Resident should call Agent's normal business line to be connected with our answering service or submit a request in writing at www.mnpre.com.**

12. CHECK-IN SHEET. A check-in sheet, listing all existing damages and defects, is to be completed and returned to Agent within five business days of the Lease start date. Neglected cleaning must be resolved within 24 hours of move in. Resident accepts the Premises in "As Is" condition as of the Lease commencement date.

13. SMOKE ALARM & CARBON MONOXIDE DETECTORS. Resident agrees to be responsible for testing any smoke alarms and carbon monoxide detectors and replacement of batteries if needed. Resident must report in writing any malfunctions to Agent.

14. MOLD. Agent/Owner has no knowledge of any damp or wet building materials and/or mold or mildew contamination. To minimize the occurrence and growth of any future mold in the Premises, Resident hereby agrees to the following:

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- a. **Moisture Accumulation:** Resident shall remove any visible moisture accumulation in or on the Premises, including but not limited to, walls, windows, floors, ceilings and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence. (Note: Mold can grow on damp surfaces within 24 – 48 hours.)
- b. **Proper Ventilation:** Resident shall regularly allow air to circulate in the Premises. Resident shall use bathroom fans (where present) while showering or bathing. Resident shall use kitchen exhaust fans (where present) whenever cooking or dishwashing and keep climate and moisture in the Premises at reasonable levels. If no fan is present, Resident shall open the window to allow air circulation. Resident will contact Agent if window locks are needed. Resident is advised to keep all large furniture (dressers, sofas, armoires, etc.) at least one inch from wall to allow air to circulate behind the item, and to avoid blocking or covering any of the heating, ventilation or air conditioning ducts in the Premises.
- c. **Cleanliness:** Resident shall clean and dust the Premises regularly and shall keep the Premises, particularly kitchen and bath, clean. Regular vacuuming, mopping, and use of a household cleanser to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Remember to change your vacuum cleaner bag regularly.
- d. **Notification of Agent:** Resident shall promptly notify Agent in writing of the presence of the following conditions:
 1. A water leak, excessive moisture or standing water inside the Premises.
 2. An overflow from bathroom, kitchen or laundry facility.
 3. A water leak, excessive moisture or standing water in any common area.
 4. Mold growth in or on the Premises that persists after Resident has tried several times to remove it with household cleaning solution such as Tilex Mildew Remover or Clorox, or a combination of water and bleach.
 5. A malfunction in any part of the heating, air-conditioning or ventilation system, including, but not limited to, bathroom and range fans in the Premises.
- e. **Liability:** Neither Agent nor Owner are liable for any injury, health condition, nor personal property damage due to unreported mold conditions. **Agent cannot fix what Agent does not know about.** Resident shall be liable for damages sustained to the Premises and for damages sustained to Resident’s person or property as a result of Resident’s failure to comply with this mold provision.

15. PEST CONTROL.

- a. **Pests:** As used in this Section, the term “pests” includes, but is not limited to, mice, wasps, cockroaches, bed bugs, spiders and ants. To the best of Agent’s knowledge, the Premises are free of pests as of the date Resident first occupies the Premises. Resident acknowledges that pests can be subsequently introduced into the Premises in a variety of ways. For example, pests are attracted to food, pet food, crumbs and trash that have not been properly disposed of or stored, and Resident agrees to place trash in appropriate containers to avoid attracting such pests. Furthermore, if Resident travels, bed bugs and cockroaches can be brought into the Premises in Resident’s clothing and luggage as a result of staying in hotels or other residential facilities. Bed bugs and cockroaches can be brought into the Premises by Resident buying used mattresses, bedding and furniture. Resident shall immediately notify Agent if any pests are discovered in the Premises.
- b. **Extermination of Pests other than Bed Bugs:** If pests other than bed bugs are discovered in the Premises within the first 7 days that Resident occupies the Premises, Agent/Owner shall pay the cost of exterminating those pests. If pests other than bed bugs are discovered in the Premises more than 7 days after Resident first occupies the Premises, Resident shall pay the cost to exterminate those pests, it being presumed that those pests were introduced into the Premises by Resident or resulted from Resident’s cleanliness habits. There will be no reduction in rent or rent credit for the extermination process involving pests other than bed bugs.
- c. **Bed Bugs:** Resident shall promptly notify Agent as provided by Colorado law when Resident knows or reasonably suspects that the Premises contains bed bugs. Not more than 96 hours after Agent receives such notice, the Agent:
 - Shall inspect or obtain an inspection by a qualified inspector of the Premises and any contiguous premises owned or managed by Owner; and
 - May enter the Premises or any contiguous premises for the purpose of conducting the inspection.

Except as otherwise provided, Owner is responsible for the cost associated with inspection for, and treatment of, the presence of bed bugs on the Premises. If Agent or a pest control inspector must enter the Premises for the purpose of conducting an inspection for, or treating the presence of, bed bugs, Agent shall provide Resident reasonable notice of such fact before the Agent or pest control inspector attempts to enter the Premises. Resident shall not unreasonably deny the Agent or pest control inspector access to the Premises. Resident shall comply with reasonable measures to permit the inspection for, and treatment of, the presence of bed bugs and Resident is responsible for all costs associated with preparing the Premises for inspection and treatment. If Resident knowingly and unreasonably fails to comply with the bed bug inspection and treatment requirements, Resident is liable for the cost of subsequent bed bug treatments of the Premises and contiguous premises if the need for the treatments arises from Resident’s noncompliance. The parties shall otherwise comply with all applicable bed bug provisions of Colorado law.

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16. RIGHT OF ENTRY. Agent and any other agents of Owner shall have the right to enter the Premises under the following terms and conditions:

- a. Maintenance:** Necessary repairs or improvements will be made after Agent has given Resident advance notice of entry. Entry may be made without prior notice if Agent or any other agent of Owner reasonably believes an emergency exists, including, but not limited to, fire or broken water pipes requiring immediate attention. Agent reserves the right to repair any damages caused by Resident, or any guest or invitees, during the Lease term and charge Resident for such repair work. Payment shall be due and payable to Agent within 30 days from the date of billing by Agent.
- b. Owner or Designated Agent Inspection:** Agent, Owner, Owner's other agents, authorized appraisers, or inspectors, may inspect or exhibit interior or exterior of the Premises to prospective purchasers or mortgage lenders at reasonable intervals with advance notice. Interior inspections may be made for any violation notices received by Agent or Owner. An inspection of the Premises may be done on an annual basis. In addition, Agent, Owner, Owner's other authorized agents or inspectors shall have the right to enter the Premises for the purposes referenced in Section 15 (Pest Control) above.
- c. Leasing Agent:** 60 days prior to expiration of Lease (earlier if Lease stipulates) or upon receipt of notice to vacate, any leasing agent may exhibit the Premises to prospective residents at reasonable intervals with advance notice. A sign and lock-box will be placed on the Premises at this time.

If access to any portion of the Premises is denied for any reason after Resident receives advance notice, Resident will be charged a trip fee.

17. NOTICE. Any notice under this Lease required to be given in writing by applicable law shall be given in accordance with such applicable law. Otherwise, any notice provided for under this Lease shall be given either verbally by phone, via text message to the latest cell phone number provided by Resident to Agent, or by email to the latest email address provided by Resident to Agent. Notices and requests from any Resident (including notices of Lease termination, repair requests, and entry permissions) constitute notice from all Residents. If primary Resident's contact information needs to be updated, it is Resident's responsibility to contact Agent. It is Resident's responsibility to provide Agent with a current and working cell phone number or other method of contact at all times during the Lease term. If Resident fails to provide a method of contact, access will be made to the Premises without prior notice to Resident.

18. RESIDENT'S OTHER OBLIGATIONS.

Resident shall:

- a. Pay all rent promptly when due to Agent: Mountain-n-Plains, Inc., 375 E. Horsetooth Road, Suite 3-100, Fort Collins, Colorado 80525, unless another payee is designated below:

Name: _____ Phone Number: _____

Address: _____

- b. Make no alterations, installations, repairs or redecoration (**including painting**) of any kind to the Premises without first obtaining written consent from Agent. **Any alterations, repairs or additional improvements made without the written consent of Agent shall either become a permanent part of the Premises with no reimbursement to Resident or the Premises may be returned to the original condition at Resident's expense.**
- c. If the Premises have a High Efficiency (HE) washing machine, Resident must use High Efficiency (HE) laundry detergent.
- d. Change furnace filter every 3 months (unless specialty filter required) at Resident's expense.
- e. Keep heat at a minimum of 65°F.
- f. Under no circumstances, medical or otherwise, possess, consume, use, grow or distribute marijuana in any form in or on the Premises.
- g. Abide by all applicable governmental laws, ordinances and regulations.
- h. Give prompt notice in writing to Agent of any maintenance required.
- i. Keep the Premises (including all improvements on the Premises and grounds) in a clean and sanitary condition.

Resident will be charged a fee for yard care, snow removal and trash removal of \$_____ per month payable at the time of rent. Any overage charges from the trash company will be billed to and paid by Resident.

Ground maintenance (including lawn and yard care) is the responsibility of:

Mowing: Resident Agent HOA Other: _____

Watering: Resident Agent HOA Other: _____

Weeds/Flower Beds: Resident Agent HOA Other: _____

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If yard care is the responsibility of Resident then, unless otherwise noted above, Resident shall perform daily/weekly yard maintenance including watering, mowing, raking, removing leaves, edging and general clean up. Resident is also responsible to remove weeds and tall grasses from flowerbeds/alleyways and to keep window wells free from leaves and debris. **If Resident neglects yard care, Agent shall contract the yard care to be maintained at the expense of Resident.**

If an automatic sprinkler system ("System") is located on the Premises, the System shall be activated and deactivated, maintained and repaired by and through Agent unless otherwise specified in this Lease. Any System costs or damages resulting from any act or omission of Resident or guests will be the expense of Resident. Any System will be programmed at the time of activation and must not be adjusted by Resident. Resident shall not tamper with, disable, or otherwise change the parameters of the sprinkler system, including but not limited to clocks, valves, vacuum breakers, wiring, and water supply. If lawn condition is deteriorating due to System malfunction, watering times, or other causes, it is Resident's responsibility to notify Agent in writing. **If Resident does not notify Agent of adverse lawn conditions, Agent shall contract for the restoration of the lawn at Resident's expense.**

Lawnmower, electrical cords, hoses, and sprinklers left on the Premises by Agent are left as a courtesy and must remain on the Premises. However, Resident shall be responsible for the servicing, sharpening and maintenance of such equipment and shall hold Owner and Agent harmless against any and all liability for any injury or damages relating to such equipment.

Snow Removal (front and back) is the responsibility of:

Driveway/walkways/patio: Resident Agent HOA Other: _____

Front of Premises: Resident Agent HOA Other: _____

Back of Premises: Resident Agent HOA Other: _____

All hoses must be disconnected from outside water faucets prior to freezing weather to prevent freeze-up and the resulting damage. Resident is responsible for any repair expense due to freezing of frost-proof faucets and any resulting water damage. Walks shall be kept free of hazardous objects, ice and snow at all times. If Resident neglects this responsibility, Agent or the City shall contract the care of the walks to be maintained at the expense of Resident.

- j.** Refrain from acts or practices that unreasonably disturb neighbors. Excessive noise and/or public behavior, that disturb neighbors, are prohibited at all times and will not be tolerated. Resident or guests shall not engage in prohibited activities including, but not limited to, loud or obnoxious conduct, actions causing odors, use of machinery and any other apparatus which would damage the Premises or annoy others and any action that may be offensive to others. If any law enforcement personnel respond to the Premises as a result of any noise or nuisance complaint, a fine of **\$400.00 for the first offense and \$1,000.00 for each subsequent offense** shall be immediately paid by Resident to Agent and such action may constitute a default under the terms of this Lease. Agent does not mediate disputes or conflicts with neighbors and recommends that Resident contact the appropriate governmental agency or animal control for such professional services.
- k.** The possession, sale, or manufacture of illegal drugs or drug paraphernalia and/or the display, menacing, or illegal possession of a knife or firearm that may alarm others will result in immediate eviction.
- l.** Use a minimum of small nails to hang pictures and personal effects and accept responsibility for damages caused, if any. Resident shall not spackle or use touch up paint at move-out. If a large nail/screw, molly bolt or toggle bolt is used, Resident will be responsible for the cost to repair, paint or do whatever is necessary to return surface back to its original condition.
- m.** At no time allow smoking inside the Premises, patio, balcony, garage/shed, or in any area that will disturb the neighbors.
- n.** Not access the roof. Any roof damage will be repaired at Resident's expense.
- o.** Never do any automotive repair on the Premises. Inoperative or abandoned vehicles or vehicles with expired registration or license plates shall not be kept on the Premises. Such vehicles may be posted and towed at Resident's expense. The total number of vehicles kept on or adjacent to the Premises shall not exceed the number listed on the original Resident application and shall not exceed available parking spaces provided (if any). Resident shall not park any vehicles, campers, or trailers on the lawn at any time. Any vehicle improperly parked may be towed at Resident's expense. Any resulting damage to the lawn, shrubbery, or sprinkler system caused by vehicles of Resident or guests shall be charged to Resident. Resident will pay a **\$50.00 fine for parking in the yard**. Bicycles or other wheeled vehicles shall not be stored in any living areas.
- p.** Not use the home for other than residential use. Operating a business or childcare service is prohibited without written consent of Agent.
- q.** Keep balconies and patios neat and clean at all times. Resident shall not store or hang rugs, towels, laundry, or other such items on the railings or other portions of the balcony or patio. All furniture on balconies or patios must be restricted to furniture specifically designed for outdoor use. Balconies, patios or entrances shall not be used to store furniture, equipment, trash, miscellaneous items, or debris. Agent may remove any such items at the expense of Resident. Resident shall not grill outside under any covered structures such as porches, soffits, awnings, trellises, or within 10 feet of the building structure. Barbecues may not be permitted on balconies or patios in apartments, condos, or any multiple unit building due to fire hazard. Resident shall be responsible for fines and penalties assessed by the fire department for violating fire code.
- r.** Not change or add any locks to any door, without the prior written consent of Agent. Agent must have access to the Premises for

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maintenance or in case of emergencies. **If locks are changed without Agent's consent, Agent may remove and/or change locks at Resident's expense. Resident is responsible for any damage under all circumstances to windows, screens, doorjambs, or any part of the Premises due to a lock out.**

- s. Keep window screens in place at all times. **Resident will be responsible for cost of replacing missing screens and/or repairing any damaged screen at any time during this lease term.**
- t. Abide by all HOA rules and regulations (if applicable) and be aware such rules or regulations may be amended from time to time. **Resident will be responsible for verifying HOA rules and regulations in addition to any documents provided.**
- u. Be responsible for replacing any refrigerator filters as necessary.
- v. **Be responsible for any and all costs associated with Agent/Owner inspecting Premises for possible violations.**

19. SATELLITE DISH/ANTENNA INSTALLATION. Resident may install an antenna or satellite dish within the area that is under the exclusive control of Resident. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Resident. All common areas, including, but not limited to, the roof, the exterior walls of the Premises and window sills, are restricted by Agent. Agent may restrict installation of reception devices for reasonable safety reasons and for historic preservation of the Premises.

Agent strongly recommends professional installation. Resident retains legal responsibility for the installation and maintenance of Resident's reception device. Resident agrees to indemnify Agent or Owner for liability arising from the installation, maintenance and use of the dish. Resident agrees to reimburse Agent and Owner for any damage or repairs related to installation, maintenance or use of the apparatus, and any accident that may occur as result of the apparatus not being securely mounted to the Premises.

20. PETS.

- Pets are not allowed on the Premises.
- Subject to the provisions below, pet(s) are allowed on the Premises provided that Resident signs a pet addendum and pay a pet deposit before each and every additional pet is brought to the Premises. Notwithstanding the foregoing, the following pets are not allowed on the Premises under any circumstances: Doberman, German Shepherd, Pit Bull, Staffordshire Terrier, Chow, Wolf Hybrids, Presa Canario, Malamute, Mastiff, Shar-pei, Rottweiler, Akita, Great Dane, ferrets, inside rabbits, reptiles and other exotic pets. **No dogs under one year of age will be accepted.**

Resident shall not permit any disturbance by a pet that annoys or interferes with the quiet enjoyment of others in any way, or that violates any applicable covenants, rules, regulations, laws or ordinances. **No visiting pets or pet-sitting for friends or family is allowed at any time.** If an unauthorized pet is discovered on the Premises, Resident agrees to pay a **\$300 fee** and, in addition, the presence of such unauthorized pet shall be a default under this Lease. **Resident understands that Agent/Owner may charge Resident for any damages, repairs or other expenses made necessary by the presence of any pet on the Premises, including, but not limited to, black light testing, removal of fleas, deodorizing, carpet damage due to urine, damage to other flooring, damage to woodwork, the removal of pet excrement and damage to the yard.** If Resident does not comply with the provisions of this Section, Agent reserves the right to revoke the privilege of having pets on the Premises, in addition to any other rights and remedies provided under this Lease or under law.

21. RESIDENT ACKNOWLEDGMENT OF SECURITY POLICY. Resident acknowledges that Agent and the Owner have not made any representations, written or oral, concerning the safety of the community in which the Premises are located, or the effectiveness or operability of any security devices or security measures. Resident also acknowledges that Agent and the Owner have not made any warranties or guarantees regarding the safety or security of Resident, Resident's guests or invitees against the criminal or wrongful acts of third parties. Resident, as well as any guests and invitees are responsible for protecting their own person and property. Resident acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Resident acknowledges that Resident should not rely on such devices or measures and should protect Resident and Resident's property as if these devices or measures did not exist.

Resident shall be responsible for liability, theft and accidents in or on the Premises. Resident is responsible for any/all damage caused by vandalism, burglary, or break-ins of any kind. Notwithstanding the foregoing, in the event of damage to Resident's personal property located on the Premises that is covered by Resident's renter's insurance, Resident will only be responsible for Resident's renter's insurance deductible provided that Resident provides Agent with a police report within 30 days of such damage. If, for whatever reason, Resident's renter's insurance coverage is cancelled during the term of this Lease, Resident will be responsible for Owner's homeowner's insurance deductible, together with any uninsured losses suffered by Resident and insurance company subrogation claims.

22. INDEMNIFICATION AND RENTERS INSURANCE. Resident agrees to indemnify, defend and hold Agent and Owner (as well as their officers, directors, shareholders, managers, members and employees) harmless from and against any loss, damage, liability, claims, expenses and costs (including attorneys' fees) arising out of the use and occupancy of the Premises by Resident and Resident's guests, family members, invitees and agents, and also arising out of any breach of this Lease by Resident. Resident shall obtain renter's insurance and may be required to provide Agent with evidence of such insurance within forty-eight (48) hours after written request by Agent. Resident agrees to speak with an insurance agent to discuss proper coverage for Premises. Resident shall be required to show proof

PLEASE INITIAL VERIFYING RESIDENT HAS READ AND AGREES TO ALL ITEMS ABOVE: _____

of renter's insurance by the date of Lease start.

23. ROOMMATE CHANGES. Resident may add or remove roommates to the Lease with the prior written consent of Agent, whose consent shall not be unreasonably withheld, provided that any roommate added to the Lease has applied, been approved and signed the Lease. Agent may deny any further roommate changes if no original Resident remains on the Lease and any requests to add additional roommates to the Lease may be subject to an increase in rent. Resident is advised that when Resident changes occur, the Resident added to the lease automatically becomes jointly and severally liable for the current balance due on the account (including, but not limited to, utilities, late fees, existing damages, maintenance, etc.). **It is the vacating Resident's responsibility to collect their security deposit from the new Resident. Agent will not refund any part of the security deposit.** It is Resident's responsibility to make sure that all roommate change paperwork has been completed. **Resident shall be responsible for Agent's processing fee of \$300 for the transaction, due and payable at the time the roommate application is approved.** If applicable the outgoing Resident will be responsible for returning parking permits to Agent and the incoming Resident will be responsible for obtaining a parking permit from Agent prior to parking on Premises.

24. ASSIGNMENT AND SUBLETTING. Resident may assign this Lease to a new Resident for the remainder of the term of this Lease, only with the prior written consent of Agent, which consent will not be unreasonably withheld. **However, an assignment of this Lease will not be permitted within the last six months of the Lease term.** Resident shall not be relieved of liability for rent prior to a new Lease being signed. Resident expressly understands Agent will be conducting the assignment process. Resident shall pay Agent's processing fee of \$500 for handling these transactions. In addition, Resident shall be responsible for all advertising and promotional fees of Agent, as well as rent differential, if applicable.

Resident shall not sublet all or any part of the Premises (including, without limitation, any VRBO, Airbnb or any other short-term rental) without the prior written consent of Agent, which consent may be withheld in the Agent's sole and absolute discretion.

25. DEFAULT. Time is of the essence to this Lease. If Resident defaults in the payment or performance of any obligations under this Lease, Agent shall have each of the following rights and remedies, none of which is exclusive and all of which are cumulative:

In the event of any default by Resident under this Lease, Agent shall be entitled to recover all damages incurred as a result of the default including, without limitation, any damage to the Premises, advertising and promotional costs, and all costs associated with re-leasing the Premises. Furthermore, Resident shall pay Agent all collection and enforcement costs and reasonable attorneys' fees incurred as a result of Resident's default, whether or not litigation is commenced. Resident agrees to pay any collection agency fees in addition to the amounts that are due under this Lease. If any lawsuit is filed relating to this Lease, Resident understands and agrees that the jurisdiction and venue for such lawsuit will be in the county in which the Premises are located in the State of Colorado.

In addition to the foregoing, if Resident vacates the Premises prior to the end of the Lease term for any reason, including but not limited to an approved assignment of this Lease, Agent reserves the right to prepare the Premises for re-leasing including, but not limited to, general cleaning, carpet cleaning, re-keying and repairs as necessary. **Resident shall be liable for rent, rent differential (if applicable), utilities and all advertising costs until the Premises are leased again or this Lease expires, whichever occurs first. Resident shall pay Agent's processing fee for handling this transaction.**

To minimize legal expenses and, to the extent allowed by law, all parties agree that any trial arising from or related to this Lease shall be to a judge and not a jury. The parties voluntarily, knowingly, irrevocably and unconditionally waive a right to have a jury participate in resolving any dispute between Agent/Owner and Resident arising out of or in any way related to this Lease.

26. DESTRUCTION OR CONDEMNATION OF PREMISES: Agent's and Resident's duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

- a. **Partial Destruction of the Premises:** In case of partial destruction to the Premises by fire, the elements, or other casualty, Agent, at its discretion, may repair the Premises after notice of the partial destruction. Resident shall still be responsible for payment of rent. If Agent determines that the partial destruction may not be repaired, subparagraph d. of this paragraph shall be effective.
- b. **Premises Untenable:** If the Premises are made totally untenable by fire, the elements or other casualty to the point where Agent, within a reasonable time, decides not to rebuild or repair, then subparagraph d. of this paragraph shall be effective.
- c. **Condemnation:** If the whole or part of the Premises rented under the Lease is taken by any authority for any public or quasi-public use or purpose, then subparagraph d. of this paragraph shall be effective. All damages and compensation awarded for any taking shall be the sole property of Owner.
- d. **Termination of Lease:** Resident agrees that if Agent decides not to repair or rebuild the Premises where the destruction has occurred as described in subparagraphs a. and b. of this paragraph, then upon three days' prior notice from Agent to Resident this

PLEASE INITIAL VERIFYING RESIDENT HAS READ AND AGREES TO ALL ITEMS ABOVE: _____

35. ADDITIONAL PROVISIONS:

Mountain-n-Plains, Inc., a Colorado corporation,
as Agent for the Owner

Resident:

Date:

By: _____

Date: _____
