

THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY FRASCONA, JOINER, GOODMAN AND GREENSTEIN, P.C., AS LEGAL COUNSEL FOR DAKOTA PROPERTY MANAGEMENT LLC.

**LEASE AGREEMENT**

**1. Parties**

This Lease for the rental of residential property is between **Dakota Property Management LLC**, as the authorized "Manager" for the Owner of the Premises referred to as "Owner" or "Landlord" and:

(hereafter called "Tenant"). The address of Manager is **Dakota Property Management LLC, 9137 East Mineral Circle, Ste 160, Centennial CO 80112.**

**2. Leased Premises**

Landlord hereby Leases to Tenant the Premises described as follows:

The Premises shall also include:

- Refrigerator  Range/Stove/Oven  Microwave  Dishwasher  Washer/Dryer
- Other: \_\_\_\_\_

**3. Term**

**Fixed Term.**

A. The term of this shall be from **12:00 pm** on \_\_\_\_\_ to **12:00 pm** on \_\_\_\_\_ (the "Fixed Term").

B. If the Lease term does not begin on the first day of the month, the month shall be prorated to the last day of that month. Likewise, if the Lease term does not terminate on the last day of the month, rent shall be prorated from the 1<sup>st</sup> day of the final month of the Lease term.

C. If Tenant fails to fulfill the Fixed Term a fee will apply. See paragraph 4.

D. Tenant must give 60 days written notice to vacate prior to the Lease end date of the fixed term (3A).

**4. Total Due On Lease Execution**

The Total Amount Due from Tenant to execute this Lease Agreement: \$ \_\_\_\_\_.

Consisting of:

- \$ \_\_\_\_\_ Move-in Fee
- \$ \_\_\_\_\_ Security Deposit
- \$ \_\_\_\_\_ Pet Deposit
- \$ \_\_\_\_\_ Rent for the period \_\_\_\_\_
- \$ \_\_\_\_\_ Other: \_\_\_\_\_

**5. Rent**

The total rental price for the Fixed Term of this Lease is \$ \_\_\_\_\_. Of this amount, the first rental payment in the amount of \$ \_\_\_\_\_ is due on \_\_\_\_\_. The remainder is payable in monthly installments of \$ \_\_\_\_\_, each of which is due on the 1st day of each month beginning \_\_\_\_\_. Monthly rent payable after the expiration of the Fixed Term, shall increase over the monthly rent in effect at the end of the Fixed Term as described in paragraph 3A above at a rate determined by Manager. All rent and other payments required to be paid by Tenant under this Lease are due without offset, deduction or demand. Payment shall be made to **Dakota Property Management LLC** at the place and in the manner Manager may direct.

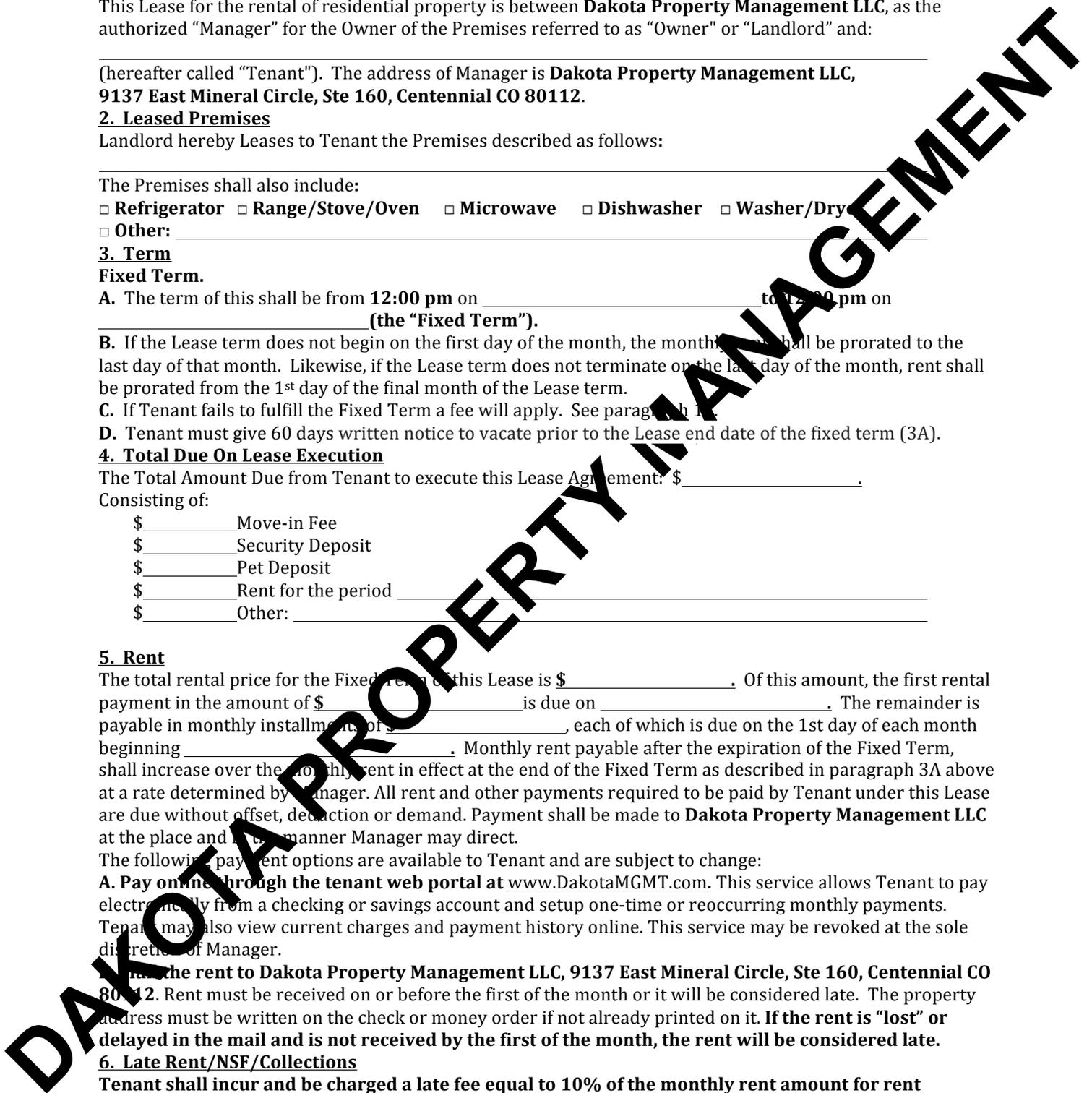
The following payment options are available to Tenant and are subject to change:

A. **Pay online through the tenant web portal at [www.DakotaMGMT.com](http://www.DakotaMGMT.com).** This service allows Tenant to pay electronically from a checking or savings account and setup one-time or reoccurring monthly payments. Tenant may also view current charges and payment history online. This service may be revoked at the sole discretion of Manager.

B. **Pay the rent to Dakota Property Management LLC, 9137 East Mineral Circle, Ste 160, Centennial CO 80112.** Rent must be received on or before the first of the month or it will be considered late. The property address must be written on the check or money order if not already printed on it. **If the rent is "lost" or delayed in the mail and is not received by the first of the month, the rent will be considered late.**

**6. Late Rent/NSF/Collections**

**Tenant shall incur and be charged a late fee equal to 10% of the monthly rent amount for rent received after 6 p.m. o'clock on the 2nd day of the month.** Such fee, which will be considered additional rent, may be collected immediately by the Manager, or at Manager's option, such fee may be withheld from Tenant's security deposit. **A charge of up to \$50.00 will be imposed for any Tenant check returned**



**unpaid to Dakota Property Management LLC for any reason**, whether the check is for rent, security deposit, or the payment of any other items due from Tenant. By signing this Lease Tenant agrees any late fee and returned check charge are reasonable estimates of the administrative costs incurred by Manager. All late charges, daily late fees, return check charges, and other payments made pursuant to any provision of this Lease are defined as additional rent. At any time Manager may require Tenant to pay all future payments by certified funds or money order. In the event Tenant's overdue account is referred to a collection agency and/or law firm, **Tenant will be charged a \$250 collection administrative fee** and be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs.

#### **7. Application of Funds**

Any payment received by Manager/Landlord from Tenant shall be first applied to late charges, return check charges, eviction posting, and other payments due under this Lease prior to being applied to regular monthly rent.

#### **8. Notice**

Unless otherwise specified in this Lease or except as otherwise provided under applicable law, all notices allowed or required by this Lease shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre-paid, or securely and conspicuously posted (if to tenant) or sent via electronic mail (email) as follows:

To Tenant: at the Premises, or at Tenant's last known address, or verified email address.

To Landlord: c/o **Dakota Property Management LLC, 9137 East Mineral Circle, Suite 100, Centennial CO 80112 or Info@DakotaMGMT.com**. In the event more than one Tenant executes this Lease, notice to one Tenant shall be deemed to be notice to all Tenants. Notice by personal delivery shall be deemed made the date of delivery; mailed notice shall be deemed made the third day after mailing in the U.S. Mail; emailed notice shall be deemed made the day following sending; posted notice shall be deemed made the day of posting.

#### **9. Security Deposit**

The security deposit is held by Dakota Property Management LLC unless Tenant is notified otherwise. The Owner has the option to hold the security deposit per the Management Agreement between said parties. In the event Owner holds the security deposit, the Tenant will be notified of Owner's name and current mailing address and Owner assumes full financial responsibility for the accounting of, and the return of any security deposit which the Owner has received and which may be refundable to Tenant in accordance with the terms of this Lease and applicable law. Dakota Property Management LLC shall not be liable for the security deposit while the Owner holds the security deposit. Dakota Property Management LLC shall provide Tenant with the identity and contact information of Owner if Tenant makes proper demand for the return of the security deposit and the Owner has refused to return the security deposit or accounting of such security deposit in accordance with the terms of this Lease and applicable law.

**A.** By mutual agreement between Landlord and Tenant, Tenant agrees to pay the security deposit in the total amount of \$ \_\_\_\_\_ according to the following payment schedule:

**B.** Any advanced payment or deposit of money, whether termed damage deposit, pet deposit, or security deposit, constitutes a security deposit under this section.

**C.** Tenant may not use the security deposit in place of rent. The security deposit will not be used towards any of the last month's rent.

**D.** It is the duty of Tenant to return the Premises, including any outside areas, yards or driveways, required to be maintained by Tenant under this Lease, to their condition at the commencement of this Lease, except for "normal wear and tear" defined as "deterioration which occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the tenant or members of his household, their invitees or guests."

**E.** Landlord shall return the balance of any security deposit, if any, to Tenant no later than sixty (60) days following the expiration of the term of this Lease or surrender and acceptance of the Premises, whichever occurs last.

**F.** Landlord, at its sole and exclusive option, may use Tenant's security deposit during the term of this Lease to fulfill Tenant's obligations under this Lease, in which event, within three days of Landlord providing notice to Tenant of Landlord's application of the security deposit to such obligation(s), Tenant shall replenish the security deposit to its original amount.

**G.** During the Term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any breach of this Lease or any damage or injury to the Premises.

**H.** Only one security deposit refund check will be issued per Lease Agreement. In the event there are multiple Tenants on the Lease the refund check will be issued to all Tenants.

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**10. Eviction/holding over**

**A.** Landlord may evict Tenant from the Premises or undertake other legal action to regain possession for nonpayment of rent or breach of the Lease. Tenant agrees to pay any and all eviction costs and collection company costs, including, without limitation, attorneys' fees and court costs. In addition, Tenant shall pay Dakota Property Management LLC an administration fee of \$100.00 for posting an eviction notice on the Premises, an administration fee of \$100.00 for scheduling a county court hearing, and an administration fee of \$100.00 for scheduling with the sheriff for the removal of the occupants and belongings. All payments must be made in certified funds.

**B.** Tenant shall be in default under this Lease if Tenant shall fail to pay any installment of rent when due, Tenant shall abandon or vacate any substantial portion of the Premises, or Tenant shall fail to comply with any other term, provision or covenant of this Lease, including but not limited to failure to demonstrate good housekeeping, damage or neglect of the Premises, over occupancy, smoking within the Premises, not obtaining renters insurance, or if access to the Premises is denied with a 24 hour notice to enter.

**C.** Upon the occurrence of any Event of Default, and non-cure of such Event of Default (if the Event of Default is curable), Landlord shall have the option to pursue any one or more of the following remedies with written notice to Tenant:

**I.** Terminate this Lease with written notice to Tenant and, by process of law, require Tenant to surrender possession.

**II.** By process of law, enter upon and retake possession of the Premises and evict Tenant without being liable for prosecution or any claim of damages therefore and re-let the Premises and receive the rent therefore and Tenant agrees to pay to the Landlord on demand any deficiency that may arise by reason of such re-letting.

**III.** By process of law, enter upon the Premises without being liable for prosecution or any claim of damages and do whatever Tenant is obligated to do under the terms of this Lease and Tenant agrees to reimburse Landlord, as Additional Rent, on ten (10) days notice, for any expenses which Landlord may reasonably incur in affecting compliance with Tenant's obligations under this Lease. Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from such action nor shall such action create a constructive eviction or termination of the Lease.

**D.** The remedies set forth above are cumulative. Unless expressly elected by Landlord, no act or thing done by the Landlord or its Landlords shall be deemed a termination of this Lease or an acceptance or surrender of the Premises, and no agreement to terminate this Lease or accept a surrender shall be valid unless in writing signed by Landlord. In the event that Landlord retakes possession of the Premises prior to the expiration of the term of this Lease as a result of an Event of Default by Tenant and with or without terminating this Lease, Tenant shall remain liable for all Rent and other charges due under the terms of this Lease. Tenant shall also be obligated for any of Landlord's reasonable costs and expenses in enforcing any of its remedies under this Lease, including court costs and reasonable attorney's fees. Tenant shall continue to be liable for rent and be bound by the other provisions of this Lease during the time Tenant remains in possession of the Premises even though Landlord has chosen to seek eviction because of Tenant's breach of this Lease.

**11. Abandonment**

If at any time during the term of this Lease, Landlord suspects, in their sole discretion, that Tenant may have abandoned the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind what so ever, and may, at the Landlord's discretion, terminate this agreement and rent the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the Premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

**12. Occupancy**

No more than \_ persons may reside in the Premises. "Over occupancy" is taken very seriously by local municipalities, and the Landlord. Tenant will be fined a non-compliance fee for over occupancy at a rate of \$100 per month per person. All Tenants agree by signing this Lease, that in the event of any over occupancy, all fines for over occupancy will be paid for by Tenant. Information on occupancy laws that may pertain to this property can be found at the governing municipality's zoning department. Tenant shall not allow guests to stay upon the Premises more than 7 days per month without the written consent of the Landlord. If the

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Tenant is absent from the Premises and the Premises are unoccupied for a period of four consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of this said person.

### **13. Use**

Tenant shall use the Premises for residential purposes only unless otherwise agreed in writing. Tenant shall not engage in nor allow any illegal activities, construction, business, commercial or industrial activities on the Premises.

### **14. Hazardous Materials**

Except for customary residential cleaning products in residentially reasonable amounts, Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character.

### **15. Utilities**

Tenant shall be responsible for paying for the following utilities or services connected with the Premises during the Fixed Term. Tenant authorizes Landlord to provide personal info to these utility companies for the purposes of creating accounts or transferring utilities to the Tenants:

- Water and Sewer,  Electricity,  Gas,  Trash Pick-up,  Phone, Cable TV, Internet,  Solar
- Other: \_\_\_\_\_

Within 3 business days before the beginning of the Lease term, Tenant shall arrange for such utilities or services and for billing directly to Tenant, unless otherwise agreed in writing. Provision of and the payment for utilities and services listed above but not checked shall be the responsibility of Landlord. The utilities should be in the names of only Tenant. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failures is beyond that party's control. Tenant failure to pay any utility on time is a violation of the Lease.

**Satellite dish** installation must be approved in writing by Landlord by execution of a Satellite Dish Installation Addendum to this Lease prior to installation. Satellite dish installation may also require home owner association ("HOA") approval and must meet HOA installation guidelines. Landlord has provided Tenant no guarantee that a satellite dish will be allowed by Landlord, the HOA, or service providers or that property meets any service requirements for such installation.

**Security Alarm Systems** that may be present in the property are not warranted, serviced, repaired, monitored, or deemed operational by Landlord. Tenant may use the security alarm system at their own risk. Landlord recommends that Tenant contact a security alarm system provider to inspect, maintain, and monitor such systems. Tenant shall be responsible for any/all expenses associated with such systems.

### **16. Access**

Tenant shall permit Manager or Landlord to enter the Premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs or reasonable inspections, or to show the Premises to prospective tenants, purchasers, appraisers or lenders. Entry may be made without prior notice only if Landlord reasonably believes that an emergency exists, such as a fire or broken water pipe, or that the Premises have been abandoned or that the Tenant is violating any applicable law, statute or ordinance or any substantial provision of this Lease. Tenants will not change, or install additional locks, bolts or security systems without the written permission of the Landlord. Unauthorized installation or changing of any locks will be corrected at the Tenants expense. Tenant shall be responsible for any and all damages that may occur as a result of forcible entry during an emergency where there is an unauthorized placement of a lock. During the last 60 days of this Lease, the Landlord, Manager, or the Landlord's agent or broker will have the privilege of displaying the 'For Sale' or 'For Rent' or 'Vacancy' signs on the Premises along with a key lockbox for ease of access.

### **17. Assignment/Subleasing/Re-Lease**

A. Tenant expressly agrees that neither the Premises nor any part thereof shall be assigned or sub-let by Tenant without Landlord's prior written consent. An assignment, sub-letting or Lease without the prior written consent of Landlord shall, at Landlord's option, terminate this Agreement.

Tenant acknowledges that failure to complete the Fixed Term will cause the Landlord to suffer damages and Manager will incur costs and expenses including, but not limited to, costs to make the Premises showable to prospective Tenants that would not normally be chargeable as damages, advertising costs, time showing the unit and screening potential Tenants, delays in scheduling work by contractors or Manager's employees, and lost opportunity costs of renting other premises. **If Tenant fails to complete the Fixed Term, in addition to Tenant's remaining obligation under the Lease and all damages to which Landlord is entitled, Tenant agrees to pay to Landlord a Fee in the amount equal to one full month of rent or \$1000, whichever is greater, plus any actual expenses for advertising the property.**

B. Tenant agrees any request of adding or removing a Tenant shall be submitted to Manager in writing and will be permitted or denied at the sole discretion of the Manager. Candidate must qualify for the unit prior to

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decision. A separate addendum shall be executed and made part of this Lease. A fee of \$250 will be charged for administrative costs for executing this addendum.

**18. Noise and Nuisance**

Tenant will not make (or allow to be made) any noise or nuisance, which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants or neighbors. Noise must not exceed 50 dBA (based upon measuring sound levels with meters) between 9:30 p.m. and 7:00 a.m. in a residential zone.

**19. Rules, Regulations, and Compliance with Law and HOA Requirements**

Tenant agrees to abide by all rules and regulations of Landlord in effect at the time of signing this Lease and to such amended or additional rules or regulations which Landlord may impose during the term of this Lease. Tenant also agrees to comply with all applicable laws, statutes, regulations and ordinances governing the Premises and the Tenant's leasing, occupation and use of the Premises. **Without limiting the generality of the foregoing, Tenant specifically acknowledges that the smoking, growing, cultivation, production or other use of marijuana (including medical marijuana), or the production or extraction of products derived from marijuana (or medical marijuana), in the Premises is strictly prohibited, regardless of whether Tenant is licensed or permitted to do the same under Colorado state law, as such actions are prohibited by Federal law.** The Lease is subject to all covenants, declarations, rules, regulations and bylaws of any applicable condominium and/or HOA, a copy of which is attached to and hereby made part of this Lease and these rules, regulations and bylaws may be amended during the term of this Lease. The failure of the Tenant or their guests, invitees contractor and visitors to comply with the terms, covenants, declarations, rules, regulations, bylaws and applicable laws, ordinances, rules and regulations shall constitute a default of the Lease. Tenant will be charged a non-compliance administrative fee of \$100/month for each compliance violation until corrected.

**20. Furnishings**

If the Premises are furnished, a separate inventory of the furnishings, including their condition, may be attached to this Lease. Tenant shall complete and provide Landlord with an inventory within seven days of taking occupancy and if not so provided, Landlord's inventory of the furnishings shall be deemed conclusive.

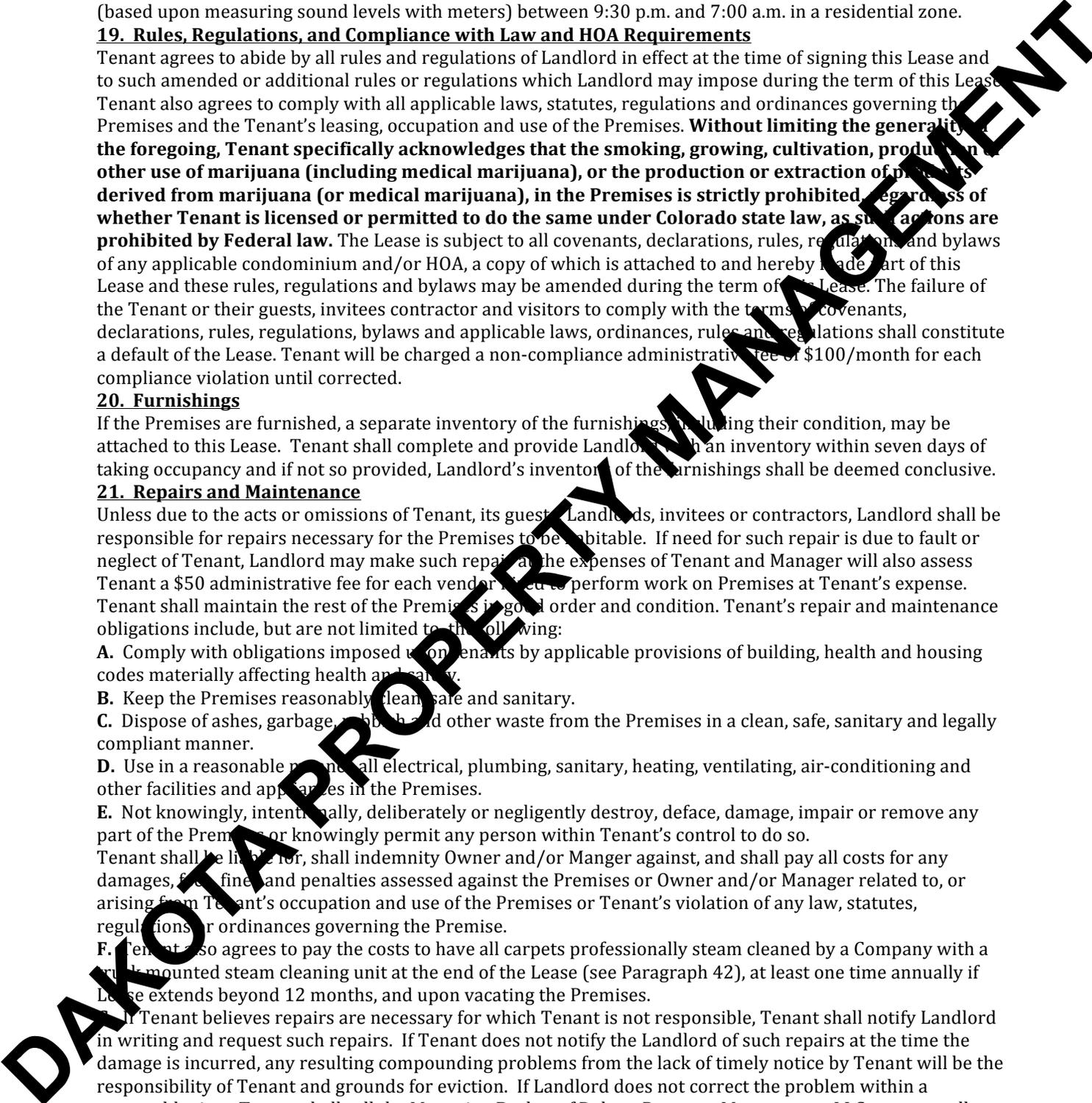
**21. Repairs and Maintenance**

Unless due to the acts or omissions of Tenant, its guests, Landlords, invitees or contractors, Landlord shall be responsible for repairs necessary for the Premises to be habitable. If need for such repair is due to fault or neglect of Tenant, Landlord may make such repair at the expenses of Tenant and Manager will also assess Tenant a \$50 administrative fee for each vendor needed to perform work on Premises at Tenant's expense. Tenant shall maintain the rest of the Premises in good order and condition. Tenant's repair and maintenance obligations include, but are not limited to the following:

- A. Comply with obligations imposed upon tenants by applicable provisions of building, health and housing codes materially affecting health and safety.
  - B. Keep the Premises reasonably clean, safe and sanitary.
  - C. Dispose of ashes, garbage, rubbish and other waste from the Premises in a clean, safe, sanitary and legally compliant manner.
  - D. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances in the Premises.
  - E. Not knowingly, intentionally, deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises or knowingly permit any person within Tenant's control to do so.
- Tenant shall be liable for, shall indemnify Owner and/or Manger against, and shall pay all costs for any damages, fines and penalties assessed against the Premises or Owner and/or Manager related to, or arising from Tenant's occupation and use of the Premises or Tenant's violation of any law, statutes, regulations or ordinances governing the Premise.

F. Tenant also agrees to pay the costs to have all carpets professionally steam cleaned by a Company with a truck-mounted steam cleaning unit at the end of the Lease (see Paragraph 42), at least one time annually if Lease extends beyond 12 months, and upon vacating the Premises.

If Tenant believes repairs are necessary for which Tenant is not responsible, Tenant shall notify Landlord in writing and request such repairs. If Tenant does not notify the Landlord of such repairs at the time the damage is incurred, any resulting compounding problems from the lack of timely notice by Tenant will be the responsibility of Tenant and grounds for eviction. If Landlord does not correct the problem within a reasonable time, Tenant shall call the Managing Broker of Dakota Property Management LLC to personally confirm that the request for repairs was received. At no time shall Tenant attempt to make a repair or make arrangements to have repaired any part of the Premises for which it is not responsible, without first obtaining written consent from Landlord.



H. Tenant shall pay reasonable charges (other than for normal wear and tear) for the repair or replacement of damage to the Premises or common areas caused by the negligence, neglect, omission or willful acts of Tenant, members of Tenant's household, Tenant's guests or invitees.

I. Where the Premises has its own sidewalk, entrance, driveway or parking space which is for the exclusive use of the Tenant and its guests, the Tenant will keep the sidewalk, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, weeds, debris, snow and ice unless these services are provided by a Condominium and/or Home Owner Associations (HOA) or local municipality.

J. Ceiling Fans, where installed, are considered personal property and will not be replaced and/or serviced by Landlord if a fan becomes inoperable during this Lease. Landlord will remove fan and cover the electrical connections as required by code or replace fan with a working light fixture if there was a light kit installed on the fan or to meet code.

K. Sheds, where installed, are considered personal property and will not be replaced and/or serviced by Landlord during this Lease.

L. Tenant shall be responsible for professional elimination and control of all insects and rodents including but not limited to ants, spiders, earwigs, mites, wasps, bees, cockroaches, bed bugs, mice, rats, and moles.

M. Tenant is responsible for the repairs to piping, walls, ceilings, floors, etc., caused by frozen pipes due to neglect. Damage to properties from frozen pipes can occur and it is the Tenant's responsibility to ensure that:

I. Thermostats are NEVER set below 60 degrees F during the winter months October-May.

II. All outside hoses are disconnected AT THE FAUCET during freezing weather conditions from October through May.

III. The furnace filter is changed every three (3) months minimum.

## **22. Outside Maintenance**

Tenant shall be responsible for the routine care and maintenance of the yard and outside areas as follows (check those applicable).

- mowing lawn and edging the lawn along concrete edges on weekly basis
- watering and fertilizing lawn as needed to maintain a healthy lawn.
- sprinkler system maintenance, including, but not limited to, replacement of broken heads, line repairs.
- shrubs and tree trimming, fertilizing and watering
- removing weeds
- raking and removal of leaves
- removing trash and debris from the yard
- removing snow and ice from sidewalks and walkways, driveways, and parking areas.

**Automatic Sprinkler Systems:** Landlord shall be responsible for the fall winterization and spring activation "start-up" of the automatic sprinkler system, if applicable. In the event there is a failure with any portion of the automatic sprinkler system including, but not limited to, the timer, programmed watering schedule, valves, lines, heads, etc, Tenant agrees to maintain the lawn and other plantings by watering with hoses and sprinklers manually, "hand watering" or "watering by hand", until such time the automatic sprinkler system is repaired. The same responsibility applies to the period of time that may occur in the spring when the lawn and other plantings require watering before the spring activation "start-up" of the automatic sprinklers has occurred. Once the spring activation "startup" has been performed the sprinkler system shall be considered fully functional and acknowledged as such by tenant unless Landlord is notified otherwise.

## **23. Alterations to Premises**

Tenant may not make any alterations to the Premises without first obtaining the Landlord's written permission which Landlord may withhold for any reason in Landlord's sole discretion. Such alterations include, but are not limited to, the following: placing signs; painting (interior / exterior), installing satellite dishes, modifying locks, doors or other points of entry; wallpaper; landscaping changes, the addition or modification of any electrical or plumbing fixtures/devices. Any approved alteration must be made in a good and workmanlike manner and shall, if requested by Landlord, be removed prior to the expiration or earlier termination of the Lease and the Premises restored to the condition prior to such alteration.

## **24. Hot tubs/ Pools/ Liquid Filled Furniture/ Water Beds/ Fish Tanks**

If the Premises contain a hot tub or pool, such facility may not be filled or used unless and until Tenant attends required instructional classes for the correct use of hot tub/pool and maintenance of same. Landlord shall be provided a copy of course completion certificate. Even with the course completion on file, Tenant shall be fully responsible for the care, maintenance and proper use of such hot tub and/or pool and shall be responsible for any damage to the hot tub, pool and Premises resulting from the use of the hot tub and/or pool.

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No liquid filled furniture of any kind may be kept on the Premises without prior written permission from the Landlord. If approved, waterbeds will only be allowed if Tenant maintains waterbed insurance valued at \$100,000 or more. Tenant must furnish Landlord with proof of said insurance. Tenant must use proper bedding that complies with the load capacity as directed by the manufacturer. No aquariums or other pet enclosures that exceed a 10-gallon capacity may be kept on the Premises without prior written permission from the Landlord.

**25. Wood Flooring:**

Proper care must be taken to ensure that wood flooring is protected from damage caused by furniture and pets. Landlord requires that all furniture placed in areas with wood flooring have new wood floor protective pads adhered to the parts of the furniture that will be in contact with the floor. It is also recommended that area rugs be used on wood flooring in high traffic areas.

**26. Pets**

No pets are allowed on the Premises without the express written agreement of the Manager which may be withheld in the Landlord's sole discretion. If Landlord consents to Tenant keeping a pet on the Premises, Tenant shall pay such additional rent, security deposit and fees as Manager may require and execute a Pet Addendum to this Lease. Having a pet without written consent is cause for eviction. Tenant will be charged a non-compliance administrative fee of \$100/month for each compliance violation until corrected.

**27. Parking/Vehicles**

Vehicles which the Landlord considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted on the Premises or in the Tenant's parking areas, and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. Tenant agrees to park vehicles in designated parking areas only and keep all areas free of obstructions. Parking on the lawn of the Premises constitutes a breach of this Lease. Tenant agrees not to park boats, recreational vehicles, trailers, campers, or any type of truck on the Premises without Manager's written permission. Tenant agrees not to repair vehicles on the Premises if such repairs will take longer than a single day, unless vehicle is kept in an enclosed garage. Tenant is responsible for damages to the Premises caused by Tenant's vehicles or those of invitees or guests.

Designated parking for this rental is: \_\_\_\_\_ . A violation of this provision will result in vehicle(s) being towed away at Tenant's expense, and may be construed as a breach of the Lease.

**28. Premises Inspection**

Tenant acknowledges that he or she has the ability and right to preview the Premises before executing this Lease and has satisfactorily completed his or her inspection OR chooses NOT to perform a pre-move-in inspection and is executing the Lease "as is/seen," waiving any rights to inspect and preview the Premises before executing the foregoing Lease. Tenant **(1)** takes the property in "as is" condition, subject to the terms of the Lease; **(2)** must complete the move-in inspection form and return to Manager within 14 days of move-in; **(3)** may not terminate said lease or withhold rent based upon any alleged misrepresentation, misconceptions, misunderstandings, mistakes or the like regarding the conditions, appearances, features, functions, location, amenities, or the like of the Premises; and **(4)** will be held to all the terms of the Lease, notwithstanding the fact that Tenant did not preview or thoroughly inspect the property before executing this Lease.

**29. Mold and Environmental Disclosure**

Mold contamination may exist in the Property. These contaminants generally grow in places where there is or may have been excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding; these conditions may be identified with a typical home inspection, though not all molds are detectable by visual inspection. Further, other environmental hazards might exist such as, but not limited to, radon, asbestos, lead, methane gas, and water /air contaminants. Manager advises that Tenant should consider having a mold/environmental test performed by a professional prior to taking occupancy of the Premises. This is especially necessary if any disclosure documents indicate that there is evidence of past or present moisture, standing water or water intrusion at the Premises. Manager has not conducted any environmental tests on the property, is unaware of the presence of standing water or any water intrusion affecting the Premises, is not aware of broken pipes or other items that may have occurred when Premises was previously occupied that may have caused mold to exist, and has not conducted any tests for environmental hazards on the Premises. Tenant agrees to hold the Manager harmless in the event any mold contaminants or environmental hazards are discovered on the Premises. Tenant understands that all inspections should be completed prior to Lease start date. If Tenant fails to complete and obtain all appropriate tests, including those for mold, this will constitute a waiver of the right of inspection and Tenant shall accept the Premises in as-is condition, with no future recourse against the Owner or Manager. Tenant

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will use reasonable efforts to maintain the Premises in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant.

**30. Smoking**

All properties managed by Dakota Property Management LLC are NON-Smoking. Smoking of any/all substances is NOT permitted within, on, or near the Premises.

**31. Insurance**

Neither the Owner's nor the Manager's insurance cover Tenant's personal liability or possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. Owner and/or Manager assume no liability for any such loss or Tenant's personal liability. **Tenant is required to obtain adequate renter's insurance to cover Tenant's personal liability and possessions.** Tenant is expected to give a valid copy of renter's insurance to Landlord prior to commencement of Lease. Failure to provide such notice may result in \$50 per month non-compliance administration fee and may result in termination of this Lease agreement at the sole discretion of Manager.

**32. Attorney's fees**

In the event of any legal action concerning this Lease, which results in a judgment, the losing party shall pay to the prevailing party the prevailing party's reasonable attorney's fees and court costs, to be taxed by the court.

**33. Liability**

Except in the case of the negligence or willful misconduct of Landlord, Landlord and/or Manager shall not be liable to Tenant or Tenant's guests or invitees or to any other person for any injury to person or damage to property on or about the Premises caused by the building or improvements becoming out of repair, or caused by any leakage of gas, oil, water, steam or electricity, or due to any cause whatsoever and Tenant hereby covenants and agrees that it will at all times indemnify and hold harmless the property, the Landlord, Manager, and employees from any loss, liability, claims, suits, costs and expenses, including attorney's fees and damages, arising out of any such damage or injury except to the extent caused by the negligence or willful misconduct of Landlord. Tenant will indemnify and save the Landlord, Manager, and the owner of the Premises where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord or Manager will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or nonperformance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary. The Tenant agrees that the Landlord or Manager will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Premises or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible. For purposes of this provision the Tenant is deemed responsible for any person or persons who are upon the or occupying the Premises or any other part of the Landlord's Premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Premises for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, invitees or other similar persons.

**34. Subordination**

This Lease shall be subordinate to all existing and future mortgages and deeds of trust upon the property.

**35. Waiver**

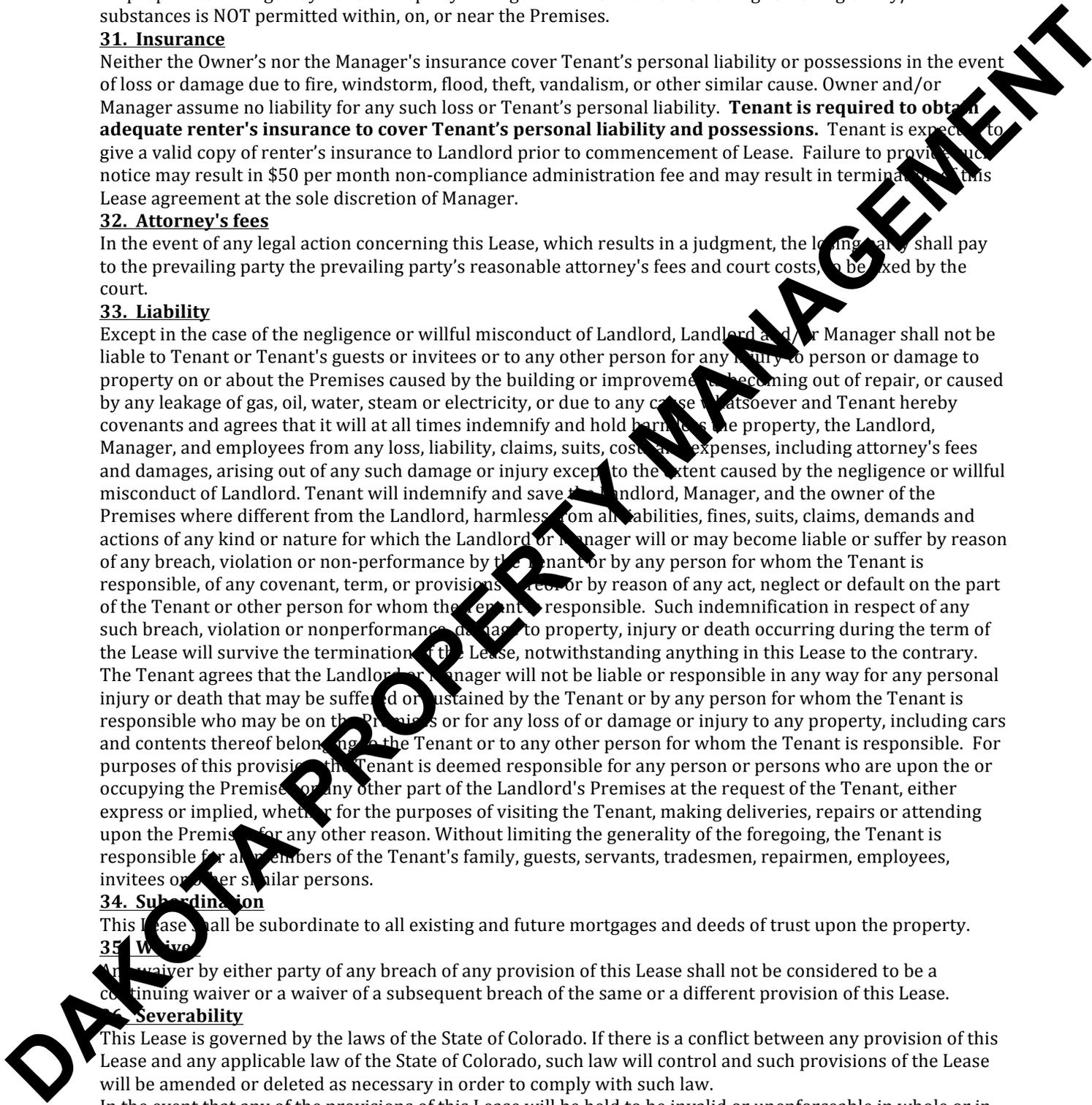
Any waiver by either party of any breach of any provision of this Lease shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this Lease.

**36. Severability**

This Lease is governed by the laws of the State of Colorado. If there is a conflict between any provision of this Lease and any applicable law of the State of Colorado, such law will control and such provisions of the Lease will be amended or deleted as necessary in order to comply with such law.

In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease. If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

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**37. Joint and Several Liability**

If this Lease is signed by more than one Tenant, the liability of the persons signing as Tenant shall be joint and several. The language "joint and several" means that if more than one person has signed this Lease, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of this Lease, except where expressly otherwise agreed between Landlord and Tenant. For example, each person signing the Lease may be liable for any or all damages to the Premises, even if caused by another person signing the Lease. Each person signing the Lease is liable for the total amount of rent due, even though other persons have also signed the Lease.

**38. Security and Locks**

Tenant accepts the condition of all security devices on the Premises including, but not limited to, locks on doors, windows, garages, storage areas, etc., and Tenant will notify Landlord of any security concerns so Landlord may address them.

**39. Foreclosure**

Owner has advised Manager that there are no loan delinquencies or defaults existing with respect to the Premises and that the Premises are not presently in foreclosure. In the event that Manager learns of the filing of a foreclosure proceeding involving the Premises, Manager has the right to terminate its management contract with the Owner. In such event, deposits held by the Manager will be remitted directly to Owner, and Tenant will be given Owner's information for maintenance and future rent payment. Nothing in this provision shall be construed to obligate the Manager, in any way, to research county records to determine if the Premises are currently in foreclosure. Tenant agrees to release and hold Manager harmless from any responsibility, financial or otherwise, from events caused by the Premises going into, or lost through, foreclosure.

**40. Smoke Detectors/Carbon Monoxide Alarms**

Landlord has equipped the Premises with carbon monoxide alarms and smoke alarms as required by law. Tenant is responsible for replacing all batteries in carbon monoxide and smoke detectors every six months. Landlord will replace and/or repair alarms after receiving written notification by Tenant that alarm is missing and/or not operational. Pursuant to Colorado statute, Tenant is prohibited from tampering with a carbon monoxide detector. Tenant's maintenance responsibilities are set forth in C.R.S. Sections 38-45-104(4) and 104(6), including: 1) KEEP, TEST, AND MAINTAIN ALL CARBON MONOXIDE ALARMS IN GOOD REPAIR; 2) NOTIFY, IN WRITING, LANDLORD IF THE BATTERIES OF ANY CARBON MONOXIDE ALARM NEED TO BE REPLACED; 3) NOTIFY, IN WRITING, LANDLORD IF ANY CARBON MONOXIDE ALARM IS STOLEN, REMOVED, FOUND MISSING, OR FOUND NOT OPERATIONAL DURING THE TENANT'S OCCUPANCY OF THE PREMISES; 4) AND NOTIFY, IN WRITING, LANDLORD OF ANY DEFICIENCY IN ANY CARBON MONOXIDE ALARM THAT TENANT CANNOT CORRECT.

**41. Move-In Condition Report**

A Move-in Condition Report is provided with this Lease and also available online at [www.DakotaMGMT.com](http://www.DakotaMGMT.com). Please complete, sign and return this form **within fourteen days of occupancy** in order to help protect all parties. If Landlord does not receive this form within the first 14 days of Lease, Tenant will be held responsible for all existing damage as well as any incurred to Premises for the duration of this Lease.

**42. Move-Out Procedures**

Tenant may view the Landlord's "Move-Out Procedures" document, which details the Move-Out policies and procedures, online at [www.DakotaMGMT.com](http://www.DakotaMGMT.com) or Landlord will provide the "Move-Out Procedures" to Tenant by other means upon request. If Tenant fails to thoroughly clean the Premises upon leaving, Tenant hereby contracts with the Landlord to clean the Premises. Tenant is responsible for the reasonable costs and expense related to the cleaning of the Premises. Tenant also agrees that Landlord will arrange for all carpets to be professionally steam cleaned by a Company with truck mounted steam cleaning equipment after Tenant has vacated the property. The cost of carpet cleaning services will be deducted from Tenant's security deposit by Landlord. Manager will assess Tenant an administrative fee of \$80 to complete the Move-Out Inspection of the Premises and security deposit disposition. Manager will also assess Tenant a \$50 administrative fee for each vendor hired to perform work on Premises at Tenant's expense to return Premises to the condition at the commencement of this Lease agreement, except for "normal wear and tear" as described above.

**TENANT (S) MAY BE LIABLE FOR DAMAGE IN EXCESS OF SECURITY DEPOSIT.**

**43. Landlord Agent for the Owner**

In order to comply with Rule E-35 of the Colorado Real Estate Commission, Manager hereby discloses to Tenant that Dakota Property Management LLC is employed by the Owner of the property, that Dakota Property Management LLC is renting to Tenant pursuant to a Management Agreement between Dakota Property Management LLC and the Owner. This Management Agreement authorizes Dakota Property Management LLC to act as Manager for the Owner/Landlord with all and any specific management and

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fiduciary duties contained in the Management Agreement. Tenant acknowledges Dakota Property Management LLC, its employees and agents are Agents of and for the Owner and are not representing Tenant as Tenant's Agent in this transaction.

**44. Amendment of Lease/ Entire Agreement**

This Lease contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party. Tenant agrees to pay Manager administration fee of \$250 for preparing a Lease amendment. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.

**45. Headings**

The descriptive headings used herein are for convenient reference only and do not form a part of the agreement, and shall not in any way affect the construction or interpretation hereof. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**46. Military Transfers**

Tenant shall have the privilege of terminating this Lease due to permanent change of duty orders as a result of military transfer of Tenant outside the Metro area in which the property is located provided the Tenant gives Landlord written notification of the intent to terminate this Lease at least sixty (60) days prior to the actual date the Premises will be vacated. Said notice is to be accompanied by a copy of the military orders effecting said transfer.

**47. Signatures**

This Lease may be signed in counterparts. Facsimile, email, and electronically scanned and electronic signatures are binding and are considered to be original signatures.

Tenant(s)  
(Please sign legibly and print name following)

Signed this date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dakota Property Management LLC  
\_\_\_\_\_

Phone : \_\_\_\_\_

Email : \_\_\_\_\_

by \_\_\_\_\_  
Manager

cc: Tenant(s)

