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## DAKOTA PROPERTY MANAGEMENT, LLC RESIDENTIAL LEASE

THIS LEASE (“Lease”) is entered into by Dakota Property Management LLC (the “Landlord”), having an address at 14143 Denver West Pkwy. Ste 100 Golden, CO 80401 and

\_\_\_\_\_ (the “Tenant”) for the premises having an address of: \_\_\_\_\_ (the “Leased Premises”).

Landlord is the owner of the Leased Premises and Dakota Property Management, LLC is acting on Landlord’s behalf in facilitating the lease transaction. As used herein, the term “Landlord” shall refer to the owner of the Leased Premises and Landlord’s agents, employees, and representatives. The term “Broker” shall refer to Dakota Property Management, LLC, having an address at 14143 Denver West Pkwy. Ste 100 Golden, CO 80401. Broker’s working relationships with Landlord and Tenant are described in the Brokerage Disclosure to Tenant (form BDT20-10-19).

**1. TERM.** This lease shall commence at 12:00 pm on \_\_\_\_\_ (“Commencement Date”) and end at 12:00 pm on \_\_\_\_\_ (“Expiration Date”) unless sooner terminated as provided herein. **There is a \$100 administrative fee to complete the move-in process.**

**2. SECURITY DEPOSIT.** Tenant will deposit with Obligo an amount equal to 1.5x monthly rent, or give secure billing authorization covering the “Security Deposit”, which shall be retained as security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this Lease. If the Security Deposit is held by Landlord, the Landlord is solely responsible for refunding any portion thereof; Broker has no liability in regard to the Security Deposit. The Security Deposit shall draw no interest, unless otherwise required by state or local law. The Security Deposit if and to the extent not applied toward the payment of damages, costs or expenses as permitted herein, shall be returned to Tenant within sixty (60) days following the later of the termination of this Lease or the surrender and acceptance of the Leased Premises, unless otherwise required by state or local law. Landlord shall not be required to apply Tenant’s Security Deposit to any charges or damages for Tenant’s failure to perform the terms, covenants and conditions of this Lease, but may do so at Landlord’s option. Landlord’s right to possession of the Leased Premises for non-payment of rent or for any other reason shall not be affected by reason of the fact that Landlord holds Tenant’s Security Deposit. Holding or applying the Security Deposit shall not limit Landlord’s right to exercise all remedies under this Lease and/or provided by law, nor shall Landlord’s recovery of damages be limited to the amount of the Security Deposit if Landlord’s damages exceed that amount. Landlord reserves the right, in the event there is more than one person as Tenant hereunder, to return the amount of the Security Deposit, less appropriate charges, if any, by dividing the amount equally among all such persons unless otherwise specified by written notice signed by all such persons and received by Landlord prior to the termination of this Lease.

**3. RENT.** The total rental amount for the full Term of this Lease shall be \_\_\_\_\_. Of this amount, \_\_\_\_\_ shall be due concurrently with the execution of this Lease. The remainder shall be payable in equal monthly installments of \_\_\_\_\_ each, due in on or before the FIRST day of each and every calendar month throughout the lease Term, commencing \_\_\_\_\_. Rental payments shall be mailed, delivered or transmitted electronically to Broker at \_\_\_\_\_, or to such other place as Landlord or Broker shall designate in writing. Landlord and Broker are authorized to

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_ Tenants: \_\_\_\_\_ Date: \_\_\_\_\_

provide electronic receipts for any rent payments received. If rent is not paid in full within seven (7) calendar days of the date on which it is due, then a LATE CHARGE shall be assessed in an amount equal to the greater of: (i) five percent (5%) of the late rent payment then due, or (ii) fifty dollars (\$50.00). It is agreed that such late charge represents a fair and reasonable estimate of the costs and damages that Landlord may incur as a result of Tenant's failure, which costs and damages are extremely difficult to ascertain. Landlord shall not be required to accept any partial rent payments. The late charge shall be in addition to and not a substitute for the legal rate of interest which may be assessed pursuant to any judgment obtained in a court of law for non-payment of rent. In addition, if any check is returned unpaid or ETF payment is reversed by Tenant's bank, whether such check or ETF payment is for rent, the Security Deposit or any other payment, a reprocessing charge of \$\_\_\_\_\_ will be charged in addition to any late charges due. In the event more than one of Tenant's checks or ETF payments is returned unpaid by Tenant's bank, Tenant shall make all subsequent monthly payments in cash or certified funds, at Landlord's discretion. Any late charge or check reprocessing charge may be collected immediately by Landlord, or, at Landlord's option, may be deducted from Tenant's Security Deposit. Tenant agrees to promptly pay the monthly rental installments and all other sums due under this Lease, without notice, demand, abatement, deduction or setoff, and to abide by all other terms, covenants and conditions of this Lease.

**4. UTILITIES.** The following table indicates which utilities are included in the rental price stated above and which utilities are the responsibility of the Tenant:

	<b>LANDLORD</b>	<b>TENANT</b>
Electricity		
Gas		
Water/Sewer		
Trash / Recycling		
Storm Water		
High Speed Internet		
Cable TV/Satellite TV		

Upon the delivery of possession of the Leased Premises to Tenant, Tenant shall arrange for the utilities for which Tenant is responsible to be billed directly to Tenant. Tenant shall be responsible for any utility transfer fees. Landlord shall not be liable for damages for failure to furnish any utilities or services when the cause of such failure is beyond Landlord's control or outside Landlord's responsibility. In the event Tenant exceeds ordinary usage of any utilities to be furnished at Landlord's expense, Landlord reserves the right to charge Tenant appropriate amounts for such extraordinary usage. Any utility which is the responsibility of the Tenant and which runs with the Leased Premises must be paid in full before release of Tenant's Security Deposit. Any amounts not paid in full as of the required date of return of Tenant's Security Deposit may be deducted from Security Deposit and applied to remaining balance of such unpaid utilities.

**5. USE AND OCCUPANCY.** Unless otherwise agreed in writing, Tenant shall use the Leased Premises for residential purposes only. Only the persons signing this Lease and natural or legally adopted children of either of them, if any, shall occupy the Leased Premises. Notwithstanding the foregoing, no more than \_\_\_\_\_ persons shall reside in the Leased Premises. Tenant shall not permit guests to occupy the Leased Premises more than five days per month without the prior written consent of Landlord. Tenant understands and agrees that the foregoing limitations on the use and occupancy of the Leased Premises are a material inducement for the granting of this Lease by Landlord to Tenant. Landlord or Broker may deny any Tenant access to the Leased Premises, including by changing the locks, if any court or other legal order restrains or bars a Tenant from accessing the Leased Premises.

**6. RULES AND REGULATIONS.** Tenant agrees, for him/herself, members of his/her family and guests, to abide by: (A) All applicable laws and police, fire and sanitary regulations of the City, County,

State and Federal authorities; (B) If the Leased Premises are in a condominium or a planned unit development, all use and occupancy restrictions and regulations under the declaration or covenants creating or governing the Leased Premises, and the articles of incorporation, bylaws, rules and regulations and other constituent project documents; and (C) The rules and regulations which Landlord may from time to time deem necessary or desirable for the protection of the Leased Premises. **Without limiting the generality of the foregoing, Tenant specifically acknowledges that the smoking, vaporizing, 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 Leased 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.** Tenant agrees not to make any excessive noise or to create any nuisance such as will disturb the peace and tranquility of neighbors or, if the Leased Premises are part of a building containing more than one unit, other tenants in the building in which the Leased Premises are located. Failure to comply with the terms of this section shall constitute a breach of this Lease, which shall permit Landlord to terminate Tenant's right to possession of the Leased Premises.

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

**8. ENTRY BY LANDLORD.** Tenant expressly agrees to permit Landlord or Broker to enter the Leased Premises, including storage areas, if any, at any reasonable time, upon twenty-four (24) hours prior notice, for the purpose of inspection, repair or maintenance of the Leased Premises or to show the Leased Premises to any prospective tenant, buyer, lender or insurance agent. Notwithstanding the foregoing, entry may be made at any time and without prior notice if Landlord or Broker reasonably believes that an emergency exists or that the Leased Premises have been abandoned.

**9. ASSIGNMENT AND SUBLEASING.** Tenant shall not transfer or assign this Lease or sublet any portion of the Leased Premises without the prior written consent of Landlord, which consent may be withheld in the sole, absolute discretion of Landlord. Further, no such consent shall be given unless Tenant and the assignee or sublessee agree in writing that their liability under this Lease shall be joint and several and that: (a) the Leased Premises and all furnishings and appliances in the Leased Premises will be returned to Landlord in the same condition as at the commencement of this Lease, normal wear and tear excepted; and (b) certain charges may have already been applied to the Security Deposit prior to the termination of this Lease. In the event of any sublease or assignment, the Tenant's obligation(s) to perform all the terms, covenants and conditions of this Lease shall continue for the full Term of this Lease, notwithstanding Landlord's consent to any sublease or assignment. **This provision specifically prohibits Tenant from "hosting" occupants or subletting any portion of the Leased Premises for compensation through short-term occupancy services such as VRBO or Airbnb without Landlord or Broker's explicit permission.**

**10. CONDITION OF LEASED PREMISES.** Tenant acknowledges that Tenant has examined or been given the opportunity to examine the Leased Premises prior to taking possession, knows the condition of the Leased Premises, and accepts the Leased Premises in its present condition. Within seven (7) days following the commencement of the Term of this Lease, Tenant shall have the opportunity to inspect the Leased Premises and make a record of the present condition of the same ("Move-In Condition Report"). If the Move-In Condition Report is not returned to Broker within seven (7) days following the commencement of the Term of this Lease, then the condition of the Leased Premises is deemed acceptable to Tenant. Failure to return the

Move-In Condition Report could result in Tenant being held responsible for any unreported damages upon termination of this Lease. Tenant agrees to return the Leased Premises, furnishings and appliances to Landlord upon the termination of this Lease in their present condition, normal wear and tear excepted. Landlord may offset any damages to the Leased Premises incurred during the Term of this Lease with the Security Deposit. If the Security Deposit does not cover repair of all damages to the Leased Premises, Tenant shall be liable for any and all additional amounts. Tenant acknowledges that Tenant leases the Leased Premises AS IS and WITH ALL FAULTS, and that Landlord has not agreed to undertake any maintenance, alterations or repairs or to construct any improvements to the Leased Premises, nor has Landlord made any representation or warranty, express or implied, as to the condition of the Leased Premises or the fitness or suitability of the Leased Premises for any particular use or purpose. **Landlord and Broker hereby disclaim, and Tenant hereby waives, all allowable representations and warranties, express or implied, of any kind, nature or type whatsoever with respect to the leased premises, including but not limited to those of condition, tenantability, merchantability, suitability, fitness for a particular use or purpose, and compliance with any applicable laws, codes or regulations.** Notwithstanding the foregoing, pursuant to C.R.S. § 38-12-503, Landlord warrants that the Leased Premises is fit for human habitation.

**A. 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 expenses 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 \$89 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.**

**11. CARE OF LEASED PREMISES.** Tenant shall not knowingly, intentionally, deliberately, or negligently destroy, deface, damage, impair, or remove any part of the Leased Premises or furnishings or appliances therein provided by Landlord, or knowingly permit any person within Tenant's control to do so. In the event that Tenant causes or permits any such neglect or deliberate misuse, Tenant shall bear the expense of repair of any and all damages resulting therefrom. The expense so incurred shall be immediately due from Tenant at the option of Landlord. Further, Tenant shall not make or cause to be made any physical alterations of or in the Leased Premises, including, but not limited to, painting, wallpapering, adding or changing door locks, or creating holes in walls without the advance written consent of Landlord, which consent may be withheld in the sole, absolute discretion of Landlord. After Tenant vacates the Leased Premises, a final cleaning of the Leased Premises, furnishings and appliances, including, but not limited to, shampoo or steam cleaning of carpets, shall be performed by Landlord or Landlord's agents or employees. The cost of such final cleaning shall be deducted from Tenant's Security Deposit at the prevailing rate for such services in the area.

Tenant acknowledges receipt of the following keys, remote, and access passes, all of which must be returned when Tenant vacates the Leased Premises:

_____ Door keys	_____ Mailbox keys
_____ Garage door remotes	_____ Parking permits
_____ Access cards	_____ Other: _____

Tenant shall be assessed a fee of \$75.00 ea. for any missing keys, remote, and access passes that are not returned when Tenant vacates the Leased Premises.

**12. REPORTING MALFUNCTIONS OR INFESTATIONS; SMOKE & CARBON MONOXIDE DETECTORS.** If any appliance or system in, on or about the Leased Premises, including, but not limited to, any range, oven, refrigerator, furnace, bathtub, toilet, heating system, electrical system or plumbing system, fails to operate or otherwise malfunctions, Tenant shall promptly inform Landlord or Broker. Tenant shall also promptly inform Landlord or Broker of any bug, insect or rodent infestation. Any damages that occur as a result of Tenant’s failure to promptly report any such malfunction or infestation or that occurs as a result of the continued use of the malfunctioning appliance or system shall be the responsibility of Tenant, and Tenant shall be liable for the same. Tenant shall be responsible for periodically testing smoke and carbon monoxide detectors and ensuring that such devices have working batteries. If any smoke or carbon monoxide detectors are found to be inoperable, Tenant shall notify Landlord or Broker immediately.

**13. MAINTENANCE.** Landlord shall be responsible for maintenance and repair of the following items in, on or about the Leased Premises, if such maintenance or repair is required due to normal wear and tear: structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, and glass. However, Tenant shall be responsible for all costs associated with maintenance or repair of the foregoing items if Tenant or any person within Tenant’s control knowingly, intentionally, deliberately, recklessly or negligently destroys, defaces, damages or impairs such items, including, without limitation, causing the plumbing system to become clogged or backed up other than by reason of ordinary wear and tear of the plumbing system. Landlord has the option, in Landlord’s sole subjective discretion, to repair, replace or remove any appliances which may cease to function; any appliances in the Leased Premises at the time of possession are provided for Tenant’s convenience and the election by Landlord to not repair or replace any non-functioning appliance shall not be deemed to be a breach of this Lease by Landlord. Tenant shall maintain the Leased Premises in a clean, safe, and sanitary manner, keeping the entire Leased Premises free from trash, rubbish, abandoned vehicles and the like.

Tenant shall also be responsible for the following Leased Premises Maintenance, as designated:

	TENANT IS RESPONSIBLE	LANDLORD IS RESPONSIBLE
Maintain the yard, keeping weeds pulled, leaves raked, trees and shrubs trimmed and grass mowed to the satisfaction of Landlord.		
Keep the grass, shrubs, trees and flowers watered to the satisfaction of the Landlord. The Leased Premises <input type="checkbox"/> Does <input type="checkbox"/> Does Not have an automatic sprinkler system.		
Maintain the sidewalks, driveway and parking area free and clear from snow and ice.		
Other:		

In the event that Tenant fails to perform the duties as required above, Landlord and Landlord’s agents and employees shall have the right, but shall not be obligated, to enter the Leased Premises and perform such maintenance, and Tenant agrees to and shall bear the expense of any such maintenance and Manager will also assess Tenant a \$50 administrative fee for each vendor hired to perform work on the Leased Premises. The expense so incurred shall be immediately due from Tenant at the option of Landlord.

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_ Tenants: \_\_\_\_\_ Date: \_\_\_\_\_

**14. DAMAGE OR DESTRUCTION.** If the Leased Premises are so damaged by fire or other cause as to render them untenable, then Landlord may terminate this Lease as of the date such damage occurred by written notice given to Tenant within thirty days after Landlord receives notice of the damage; provided, however, that if such damage is caused directly or indirectly by any act, omission, abuse or negligence of Tenant or any person claiming under Tenant, or the family members, guests, visitors, invitees, licensees, agents, employees or contractors of Tenant, Landlord shall have the right to terminate this Lease immediately. In addition, in the event the building of which the Leased Premises are a part are so damaged by fire or other cause (even though the Leased Premises may not be affected) that Landlord decides within a reasonable period of time not to rebuild, then this Lease shall be terminated as of the date such damage occurred. Upon any such termination, rent shall be prorated as of and paid through the date such damage occurred, or the date of last possession by Tenant, whichever is later, and the parties shall be relieved of further obligations hereunder; provided, however, that nothing contained herein nor any termination pursuant to this provision shall release Tenant from liability for any damage to the Leased Premises, or the building of which the Leased Premises are a part, caused directly or indirectly by any act, omission, abuse or negligence of Tenant or any person claiming under, by or through Tenant. If this Lease is not terminated as provided above following any such damage, except any such damage caused directly or indirectly by Tenant or any person claiming under, by or through Tenant, then Landlord shall proceed with reasonable diligence to repair such damage and there shall be an appropriate abatement of rent, based on the extent to which the damage interferes with Tenant's use of the Leased Premises, until the Leased Premises have been repaired.

**15. PETS & ANIMALS.** No animals may be kept permanently or harbored temporarily on or near the Leased Premises without the advance written consent of Landlord or Broker, which consent may be withheld in the sole, absolute discretion of Landlord. The Landlord or Broker gives consent for the following animals to be kept on the Leased Premises: \_\_\_\_\_ . Tenant shall be responsible for cleaning up after any permitted pets and animals and shall not allow waste to accumulate in the yard.

**Non-Refundable Pet Deposit:** A non-refundable pet fee of \$\_\_\_\_\_ shall be owed and payable concurrently with the execution of this Lease.

**Monthly Pet Fee:** An additional charge of \$\_\_\_\_\_ per month shall be owed and payable as additional rent in consideration for the above-referenced animals being kept on the Leased Premises.

Notwithstanding the payment of the Refundable Pet Deposit and Monthly Pet Fee, Tenant shall be liable to Landlord for all costs and damages incurred by Landlord by reason of any animals being kept on the Leased Premises and Landlord may recover such costs and damages from Tenant's Security Deposit, pursuant to the terms of Paragraph 2 herein. Tenant shall be responsible for any costs and damages not covered by the Security Deposit.

**16. PARKING AND STORAGE.** The Leased Premises shall include the following parking area: \_\_\_\_\_ and storage areas: \_\_\_\_\_. The use of such areas shall be governed by such rules and regulations as may be issued from time to time by Landlord or Broker, and such use shall be at Tenant's sole risk and with the express understanding and agreement that Landlord shall not be liable for personal injury or property damage or loss suffered or incurred therein or thereon.

**17. LIMITATION OF LIABILITY; INDEMNIFICATION; INSURANCE.**

**A. Limitation of Liability.** Tenant agrees that Landlord and Broker shall not be liable for any personal injury or loss or damage to property which is caused by a failure or malfunction of the sewer or water system, gas or heating system, electrical system, or any other systems within the Leased Premises when such failure or malfunction is the result of acts or omissions beyond the direct control of Landlord or Broker. Further, Landlord or Broker shall not be liable, in the event the Leased Premises are part of a building

containing more than one unit, for any personal injury or loss or damage to property that may result from or arise out of any acts or omissions of other tenants or occupants in the building in which the Leased Premises are located. In the event that Tenant, any member of Tenant's household or any of Tenant's guests has reason to believe that s/he has or may assert any claim against Landlord, any of Landlord's agents or employees, Broker, or any of Broker's agents or employees for personal injury, property damage or loss, or otherwise, s/he shall notify Landlord or Broker in writing within thirty days of the happening of the event(s) giving rise to such claim. The failure to give such notice shall relieve Landlord, Landlord's agents and employees, Broker, and Broker's agents or employees from any and all liabilities for such claims.

**B. Indemnification.** Tenant will indemnify Landlord and Broker, their agents, and employees against, and hold Landlord and Broker, their agents, and employees harmless from, any and all demands, actions, claims, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, expenses (including, without limitation, reasonable attorneys' fees) or other harm incurred in connection with or arising from: (a) the use or occupancy of the Leased Premises by Tenant or any person claiming under Tenant; (b) any activity, work, or thing done, or permitted or suffered by Tenant in or about the Leased Premises; (c) any acts, omissions, or negligence of Tenant or any person claiming under Tenant, or the contractors, agents, employees, invitees, licensees, family members, guests or visitors of Tenant or any such person; (d) any breach, violation, or nonperformance by Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees, licensees, family members, guests or visitors of Tenant or any such person of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind; or (e) any injury or damage to the person or property of Tenant, Tenant's employees, agents, contractors, invitees, licensees, family members, guests, visitors, or any other person entering upon the Leased Premises under the express or implied invitation of Tenant (except for loss of use of all or any portion of the Leased Premises or Tenant's property located within the Leased Premises which is proximately caused by or results proximately from the negligence of Landlord or Broker). If any action or proceeding is brought against Landlord or Broker, their employees, or agents by reason of any such claim, Tenant, upon notice from Landlord or Broker, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord or Broker.

**C. Insurance.** Tenant expressly acknowledges that Landlord's homeowner's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. Renters insurance policies insure Tenant's personal possessions and provide personal liability protection. **Select one as applicable:**

Tenant **shall** be required to obtain a renters insurance policy with minimum personal liability coverage in the amount of \$100,000 per occurrence, which names Landlord and Broker as additionally interested parties. Proof of coverage shall be provided to Landlord or Broker prior to taking possession of the Leased Premises and such coverage may not be terminated during the Term of this Lease without notification to Landlord and Broker. In the event that Tenant has not obtained renters insurance prior to taking possession or if Tenant's policy lapses while possessing the Leased Premises, Broker or Landlord may, in their discretion, terminate the Lease or obtain a renters insurance policy in Tenant's name, at Tenant's expense, with the minimum coverage amount specified above.

Tenant **shall not** be required to obtain a renters insurance policy as a condition of occupying the Leased Premises. However, if Tenant chooses not to obtain a renters insurance policy, Tenant acknowledges that Landlord or Broker has advised Tenant to obtain and maintain a renters insurance policy to provide insurance for Tenant's personal possessions and personal liability.

**18. ABANDONMENT.** In the event Tenant vacates or abandons the Leased Premises prior to the termination of this Lease, Tenant authorizes Landlord and Broker, at Landlord's option, to re-enter and re-rent the Leased Premises for the benefit of Tenant WITHOUT EFFECTING A TERMINATION OF THIS LEASE.

All expenses incurred by Landlord in re-renting the Leased Premises, including a charge for Landlord's time expended in such re-renting, shall be borne by Tenant, and any rent received as a result of that renting may be applied to the amounts due to Landlord from Tenant under this Lease. **It is expressly understood and agreed that Tenant's obligation to pay the rent shall continue for the full Term of this Lease, notwithstanding any such re-rental of the Leased Premises.**

**19. DEFAULT BY TENANT.** In the event Tenant fails to pay the full amount of rent when due, and ten (10) days' notice in writing has been given to Tenant requiring either the payment of the rent or possession of the Leased Premises, Landlord may, without further notice to Tenant, terminate Tenant's right to possession of the Leased Premises. In the event that Tenant defaults in the performance of any of the terms, covenants or conditions contained in this Lease other than the promise to pay rent, or if Tenant fails to comply with any rules and regulations incorporated herein or established pursuant to the terms of this Lease, and ten (10) days' notice in writing has been given to Tenant requiring either compliance or delivery of possession of the Leased Premises, Landlord may, without further notice to Tenant, terminate Tenant's right to possession of the Leased Premises; provided, however, that if such default is not curable, no cure period shall be applicable and Landlord may terminate Tenant's right to possession of the Leased Premises by giving Tenant ten (10) days' written notice of intention to terminate. If Tenant has defaulted in the performance of the same obligation more than once in any twelve consecutive month period, no cure period shall apply with respect to the second and any subsequent defaults and Landlord may terminate Tenant's right to possession of the Leased Premises by giving Tenant ten (10) days' written notice of Landlord's intention to terminate. Notwithstanding the foregoing, Tenant expressly acknowledges that any transfer or assignment of this Lease, any sublease of all or any portion of the Leased Premises in violation of the provisions of this Lease, or the making of any physical alterations of or in the Leased Premises in violation of the provisions of this Lease, shall be considered material, non-curable defaults for purposes of this Section. **Tenant understands and acknowledges that even if Tenant's right to possession is terminated, this Lease and Tenant's obligations under this Lease, including the obligation to pay rent, shall continue for the full Term of this Lease, and Landlord shall have the rights described in this Lease.**

**20. ABANDONED PROPERTY.** Upon the termination of this Lease or upon vacation or abandonment of the Leased Premises by Tenant, any personal property left by Tenant on the Leased Premises or surrounding area will be considered abandoned property. Tenant agrees that Landlord may, at Landlord's option, immediately remove any such abandoned property and place it in storage at Tenant's expense, or dispose of such property in any manner that Landlord deems proper. Any property stored at Tenant's expense will be disposed of without further notice to Tenant thirty days from the date of removal of such property from the Leased Premises.

**21. LANDLORD'S LIEN.** Landlord shall have and is hereby granted a lien upon Tenant's personal property which is on or in the Leased Premises for the amount of any unpaid rent or any other sums due from Tenant under this Lease and for the costs of enforcing the lien, including reasonable attorneys' fees. Such lien may be enforced in the same manner and according to the same procedures as a Colorado statutory landlord's lien.

**22. POSSESSION; TERMINATION OF PAYMENT ASSISTANCE; SALE.**

**A. Delivery of Possession.** In the event Landlord is unable to deliver possession of the Leased Premises on the Commencement Date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom; rather, there shall be an abatement of rent for the period between the Commencement Date and the date possession is delivered to Tenant, and the Term of this Lease shall be extended by the length of time such possession is delayed; provided, however, that in the event possession is not delivered within thirty days following the Commencement Date, either party may terminate



this Lease prior to delivery of possession to Tenant by giving written notice of such termination to the other party.

**B. Surrender of Possession.** Tenant agrees at the Expiration Date to peacefully surrender and deliver the Leased Premises to Landlord. In the event Tenant retains possession of the Leased Premises beyond the Expiration Date and continues to pay rent, and if Landlord accepts such rent without any express written agreement as to such holding over, Tenant shall be deemed a month-to-month tenant subject to the terms and conditions set forth in this Lease, as applicable. In the event of such a continuation on a month-to-month basis, this Lease may then be terminated by either party giving twenty-one (21) days' written notice prior to the end of the rental month, and Landlord may, at Landlord's option, increase the rent for any such holdover period by giving Tenant twenty-one (21) days' written notice prior to the end of the rental month. The rental month shall begin with the due date of the monthly rent. Nothing contained herein shall be construed as requiring Landlord to accept any rent tendered by Tenant after the Expiration Date, or to permit Tenant to hold over. In the event Tenant holds over without the written consent of Landlord, this Lease shall not be deemed renewed, Tenant shall be deemed to be illegally retaining possession, Tenant and Tenant's property shall be subject to eviction and removal by any means permitted by applicable law, and Tenant shall be liable to Landlord for an amount equal to three times the rental rate in effect immediately prior to the expiration or termination of this Lease for the entire period of any such holdover. Such amount shall be considered liquidated damages for the loss of use of the Leased Premises during such holdover period. No such holding over and no acceptance by Landlord of payments of such liquidated damages shall be construed to extend the Term of this Lease. Further, the above-described liquidated damages are solely for the loss of use of the Leased Premises during the holdover period, and Tenant shall be and remain liable to Landlord for all other harm arising as a result of such holdover, including, but not limited to, attorneys' fees, court costs, and the loss of a new tenant or a prospective purchaser of the Leased Premises, and Landlord may exercise all other rights and remedies available at law, in equity, or by statute or otherwise.

**C. Termination of Payment Assistance.** In the event that Tenant receives payment assistance for any amounts due under this Lease from a Public Housing Authority pursuant to a Housing Assistance Payments Contract ("HAP Contract") and such HAP Contract is terminated, then Landlord may, in Landlord's sole subjective discretion, terminate this Lease effective as of the date of the HAP Contract termination. If Landlord does not terminate this Lease as of the date of the HAP Contract termination and Tenant remains in possession of the Leased Premises, then Tenant shall be responsible for payment of all amounts due under this Lease, regardless of whether any or all of such amounts were previously paid by a Public Housing Authority.

**23. NOTICE.** Unless otherwise specified by law or in this Lease, all notices required or permitted pursuant to the terms of this Lease shall be in writing and shall be delivered to the other party personally, sent by prepaid postage first-class mail, e-mail, fax or internet. Notice to Tenant may be made by secure, conspicuous posting at the Leased Premises. If this Lease is signed on behalf of Tenant by more than one person, notice given to any one such person shall be deemed notice to all such persons. Landlord may change the address to which future notices are sent by giving written notice of such change.

**24. COSTS AND FEES.** In the event of any dispute, arbitration, or litigation between Landlord and Tenant arising out of or in any way related to this Lease, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the non-prevailing party.

**25. MISCELLANEOUS.** If any provision of this Lease is declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect. Landlord has the right to waive any one or more

breaches of this Lease, and any such waiver shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this Lease. This Lease shall be subordinate to all existing and future mortgages and deeds of trust upon or affecting the Leased Premises. The Landlord shall have such rights and remedies as are contained in this Lease, and such rights and remedies shall be cumulative and shall not be exclusive of any other rights or remedies available at law or in equity or by statute or otherwise. Any grammatical changes shall be implied whenever necessary to modify the gender and number of the parties to this Lease such that the wording in the Lease reflects the accurate fact. This Lease contains the entire agreement of the parties, and may not be altered or amended except by written agreement signed by all parties. This Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns. If this Lease is signed on behalf of Tenant by more than one person, then the liability of the persons so signing shall be joint and several. This Lease may be signed in counterparts and electronic signatures shall be considered originals.

**26. MOLD DISCLOSURE AND WAIVER.** Mold contaminants may exist in the Leased Premises of which Landlord is unaware. 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. Landlord recommends Tenant obtains a home inspection to better determine the condition of the Leased Premises. Neither the Landlord nor the Landlord's agents are experts in the field of mold contaminants. In the event suspect mold contamination is discovered, it is recommended that Tenant has a mold inspection performed, at Tenant's sole expense. The cost and quality of such inspections may vary.

**WAIVER: Tenant(s) agrees to hold Landlord and its agents harmless in the event any mold contaminants are discovered on the Leased Premises. Tenant understands mold is a naturally occurring microbe and that mold should pose no health threat unless concentrated at high levels in the living environment. Landlord agrees that in the event mold like contamination is discovered, this condition will be immediately reported to the Tenant. The only way to determine if mold is present at high levels is through sample collecting and analytical testing.**

INITIALS: \_\_\_\_\_

**27. NO SMOKING.** Smoking, vaporizing or other use of tobacco or marijuana products is prohibited anywhere in the Leased Premises. Tenant shall be responsible for ensuring that family members, guests, invitees and any person on the Leased Premises does not smoke or use tobacco or marijuana products in the Leased Premises. Violation of this clause shall be grounds for immediate lease termination and eviction. The parties acknowledge that smoking, vaporizing, or other use of tobacco or marijuana products in the Leased Premises will cause irreparable damage to the property and extensive cleaning measures will need to be undertaken to remedy or remediate the presence of smoke, vapor or other tobacco or marijuana residue. The parties desire to liquidate damages in the event that Tenant or someone in the Leased Premises by or through Tenant smokes or vaporizes in the Leased Premises. Accordingly, the parties agree that if anyone smokes, vaporizes or otherwise uses tobacco or marijuana in the Leased Premises, Tenant shall be assessed a charge of \$ \_\_\_\_\_. Such amount is liquidated damages, is not a penalty, and represents a reasonable estimate of costs associated with remedying or remediating the existence of smoke, vapor or other tobacco or marijuana residue in the Leased Premises.

**28. ADDITIONAL PROVISIONS.**

**A.** Tenant shall be responsible for professional elimination and control of most insects and rodents including ants, spiders, earwigs, mites, wasps, bees, cockroaches, mice, rats, and voles. Does not apply to bed bugs.

**B.** Tenant will be financially 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/A/C filter is changed every three (3) months while in use. If tenant fails to change the furnace filter, tenant hereby contracts with the landlord to hire a vendor to perform filter replacement at tenant's expense.

**C.** Air conditioning repairs are NOT considered an emergency and will be repaired during normal working hours.

**D.** Tenant shall be responsible for clearing any clogged garbage disposals which can generally be done using an allen wrench to turn the disposal's motor shaft until the obstruction is dislodged, and pressing the red reset button. Food should be scraped into the trash, not the garbage disposal.

**E. Drains.** As of the date of this agreement, Management warrants that the unit's sewage drains are in good working order and that they will accept the normal household waste for which they are designed. They will not accept such things as paper diapers, sanitary napkins, excessive toilet paper, hair in shower drain, grease, oil, table scraps, clothing, rags, sand, dirt, rocks or flushable wipes. Tenant(s) agree to pay for all clearing of all drains of any and all stoppages except those which a plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts beyond the control of the resident(s).

**F.** If a property has a fireplace and has a separate heating source, maintenance of the fireplace will be at the discretion of the Landlord and may or may not be repaired if malfunctioning.

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**29. EXHIBITS.** The following Exhibits may be attached to this Lease and hereby incorporated by reference:

BDT20-10-19 - Brokerage Disclosure to Tenant

Addendum A

Lead-Based Paint Disclosure

Pet Addendum

City of Boulder Rental Unit Sample Lease Disclosure

**30. ACKNOWLEDGMENT.** By signing this Lease, Tenant expressly acknowledges that Tenant has thoroughly read and fully understands this Lease, and that Tenant has received a true and correct photocopy of this Lease from Landlord. Tenant also acknowledges that he/she has been advised to seek legal counsel.

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

TENANT:

LANDLORD:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date