LEASE AGREEMENT

Residential

This Lease Agreement is made as of _____, by and between _____ ("Agent"), and _____ (collectively "Tenant").

PRINCIPAL TERMS

1. Capitalized terms, first appearing in quotations in this Section, and elsewhere in the Lease Agreement, are definitions of such terms as used in the Lease Agreement and shall have the defined meaning whenever used.

A. "PREMISES": _____

B. "TERM": _____ thru _____

C. "RENT": $ _____ per month

E. "SECURITY DEPOSIT": $ _____ due upon execution of Lease Agreement, if deposit amount is equal to zero ($0) tenant has opted into Agent's Security Deposit Waiver Program (see lease paragraph "SECURITY DEPOSIT")

F. "OCCUPANTS": The Premises will be used as living quarters for ___ people:

Names	Adult/Minor	Names	Adult/Minor
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

G. "ANIMALS": TOTAL: ___ (*see Section 10)*
Name: _____ Type: _____ Breed: _____
☐ male ☐ female ☐ assistive animal
Name: _____ Type: _____ Breed: _____
☐ male ☐ female ☐ assistive animal

ADDITIONAL PROVISIONS

2. _____
_____
_____
_____

SAMPLE

PARTIES, PROPERTY & TERMS

3. Tenant hereby rents the Premises for the Term, after which, unless this Lease Agreement is renewed in writing for a specified period of time or proper notice to terminate this lease is given by either party, the lease will default into a month-to-month lease and Tenant shall pay Agent a month-to-month fee of $300, paid by Tenant each month along with monthly rent (note that this does not mean that the Owner/Agent is committing to allow a month-to-month agreement and retains the right to terminate tenancy with proper written notice). If Tenant, with Agent's written consent, takes possession of the Premises prior to the above referenced start date, Tenant shall be subject to all the covenants and conditions herein, shall pay rent at the monthly rate prescribed for the first month of the Term, and prorated rent for any partial month based on actual calendar days. Each Tenant and/or co-signer is responsible for the entire Lease Agreement individually, and the obligations of Tenant are joint and several.

AGENT

4. Dorman Real Estate Management is the Agent for the property owner(s), and for service of notice on this property and may be contacted:

A. by mail or in person at 2760 N Academy Blvd, Suite 120, Colorado Springs, CO 80917;

B. for emergencies, by phone at 719-213-9100.

OCCUPANTS

5. Any changes to Tenant occupancy must be approved in writing by Owner/Agent. Occupancy is defined as any person in the home for more than 14 days in a 60-day period and/or any person spending more than 72 hours in the home in any calendar week. Occupancy may also be established by the totality of the circumstances.

POSSESSION

6. If, after signing this Lease Agreement, Tenant fails to take possession of the Premises, Tenant will still be responsible for paying rent and complying with all other terms of this Lease Agreement.

If there is a delay in the providing Tenant with possession caused by Owner/Agent, rent shall be abated daily until possession is granted. If possession is not provided within seven (7) days after the beginning of the initial Term, then Tenant may terminate this agreement and have full refund of any deposit, only if Tenant delivers written notice of such termination to Owner/Agent within (3) days of the (7) day period expiring. Owner/Agent shall not be liable for any damages caused by any delay in providing possession to Tenant.

RENT PAYMENT

7. The Rent must be paid by the first calendar day of each month by 11:59 PM with no grace period, along with any other applicable amounts due, including but not limited to, utility charges, Resident Benefits Package fees, Risk Mitigation fees, and Pet Accommodation Fees. Rent that is paid on or after the second (2nd) of any given month is considered late. Agent shall apply all monies received from Tenant in the following order: (1) rent, (2) other charges and fees due from Tenant. Agent has a drop-box at its office(s); because of this, and other methods for Tenant to make payment such the online payment portal, due dates do not change for weekends and/or holidays. **Additionally, if Rent is not received by 11:59 PM on the 8th of the month, Tenant agrees to pay Rent plus a late charge equal to 5% of the unpaid monthly rent amount.**

In the event that it becomes necessary to serve notices for non-payment of rents or non-compliance of any of the terms and conditions of this Lease Agreement, Tenant shall be responsible for any service posting fees incurred. If attempts/service/posting are performed by a 3rd party, such as a process server, Agent shall pass along any applicable fees for such service, which may be greater than $100 per attempt. If attempts/service/posting are performed by Agent,

SAMPLE

Tenant shall be assessed a fee of $50.00 per notice posted or served, which represents a lesser charge than is reasonably estimated to be charged by a 3rd party provider; this fee shall also be due per service attempt. Colorado requires multiple service attempts which means this fee could exceed $100 if attempts/service/posting is performed by Agent. Note that these notices may be posted by Agent at any time after the 1st of the month, even if late fees have not yet been charged. To avoid non-payment notice fees, Tenant is advised to always pay by the 1st of the month in which payment is due.

Your rent payment is critical! Excuses for nonpayment will not be accepted, regardless of the circumstances.

PAYMENT POLICY

8. If account balance is not paid in full additional charges may apply as defined above. All payments will be credited as paid only when received by Agent. First month's rent and Security Deposit must be paid with cashier's checks or money orders. Afterwards, payments may be made through Agent's web-based Tenant Portal, cashier's checks, or with money orders delivered to Agent's address of notice. Cash or personal checks will not be accepted at any time. **Online payments are the preferred method of payment.**

Payments sent via the mail are done at the sender's own risk. If rent is mailed, it is recommended it be mailed at least one week early to allow for any delay in delivery. If rent is lost in the mail, it has not been paid. To avoid the risk of lost payments, rents may be delivered to Agent's address of notice.

If a payment is returned unpaid for any reason, certified checks or money orders will be required for all future payments. Also, Tenant will be charged a $20 NSF fee in addition to other applicable charges.

SECURITY DEPOSIT

9. Prior to occupancy of the Premises, Tenant must deposit with Agent the Security Deposit, the primary function of which is to secure the performance of the Lease Agreement for the Premises or any part thereof, and such deposit shall not constitute pre-paid rent. In the event of sale of the Premises and/or change of management thereof, Tenant hereby agrees custody of the Security Deposit may be transferred to the succeeding Owner/Agent. Upon such transfer and Agent's compliance with notifying Tenant of the transfer, Agent shall be released from all liability for the Security Deposit regardless of when the transfer occurs. Agent may, but need not, apply all or portions of the Security Deposit to satisfy any defaults by Tenant. After expiration of this Lease Agreement and any extension thereof, then the accounting of the Security Deposit and any unused portion of the Security Deposit less any charges, shall be mailed by the **sixtieth (60th) day** after the termination of this Lease, as defined in paragraph titled "Termination". Tenant acknowledges and consents to the fact that the Security Deposit is being held in an interest-bearing account and that all interest income from such accounts shall be retained by Agent for purposes of offsetting expenses associated with maintenance or management of these accounts. Tenant will be responsible for providing Owner/Agent with the address to which the Security Deposit accounting and any refund will be sent, in writing.

Tenant understands and agrees that the Security Deposit is made jointly as one deposit, even where there is more than one Tenant, and the entire amount shall be maintained by Owner/Agent until the Term, including any extensions, has ended, and the property has been returned to the Owner/Agent in the condition required by this Lease Agreement. No partial return of any portion of the Security Deposit will be made to any Tenant departing during the Term of the lease.

Deductions may be made by Agent from the Security Deposit so retained for the reasonable cost of repairs to the demised Premises (ordinary wear and tear excepted), for any rent or other charges delinquent under the terms hereof and/or any sum used in any manner to cure any default in the performance of Tenant under the terms of this Lease. In the event deductions are so made during the Lease Term, upon notice by Agent, Tenant shall redeposit such amounts so deducted so as to maintain the Security Deposit in the amount provided for, and failure to so redeposit shall be deemed a violation of the Lease.

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Notwithstanding anything herein to the contrary, Owner/Agent shall have no obligation to apportion the return of the Security Deposit, and unless all Tenants have specified in writing to Owner/Agent one Tenant and address to which the Security Deposit is to be returned, Owner/Agent may return the entire Security Deposit to any Tenant. Owner/Agent may also use the word OR instead of AND between the names represented on the returned security deposit reconciliation check, and upon doing so shall be relieved of any further liability or responsibility regarding the Security Deposit. Landlord may send documentation related to the return of Tenant's Security Deposit to Tenant's last-known address or to any Tenant email address of which Landlord has actual notice. Refund of Tenant's Security Deposit, less applicable charges, may be sent to Tenant's last-known address or may be returned to Tenant by using secured electronic funds transfer.

Should there be any dispute regarding the Security Deposit, the Tenant is strongly encouraged to contact the Owner/Agent to communicate the concerns and engage in a dialogue to resolve the dispute. Upon receipt of the Security Deposit reconciliation from Owner/Agent, should Tenant dispute any itemized charges, Tenant agrees to submit a written dispute by use of Owner/Agent's formal dispute form within 90 days of receipt.

Tenant acknowledges and agrees that Agent may hire individuals or companies which are directly affiliated with Agent and with which Agent or Agent's office/ownership stands to profit, to perform repairs on the home which may be charged against Tenant and/or Tenant's security deposit.

In consideration and for the purposes of Colorado statute §C.R.S 38-12-402 only, in the event of a gender-based violence claim where the alleged responsible party for the gender-based violence is a party to this lease, any deposit paid and held by Owner/Agent shall be assumed to be the ownership of all Tenants in equal portions. Except that the alleged responsible party may not be entitled to <u>any portion</u> of the deposit, regardless of who paid the security deposit at the inception of this agreement.

Security Deposit Waiver Program:

If Security Deposit is zero dollars ($0) as defined in the Principle Terms of this Lease Agreement, Tenant does hereby agree to the Security Deposit Waiver Program, in which Tenant shall not be required to pay a refundable security deposit. Tenant hereby agrees to pay a monthly Security Deposit Waiver Administrative Fee of $___ which is due on the same date as the Rent each month, with the full understanding and agreement that these fees are not refundable at any time or under any circumstances.

ANIMALS

10. Only Animals defined in the Principal Terms of this Lease Agreement are permitted on the Premises (other caged or aquarium dwelling Animals may be permitted on a case by case basis at Agent's sole discretion). If Animals are permitted, they must be listed in this Lease Agreement. Tenant is fully liable for damages and injuries to property or people caused by any animal on the Premises – whether permitted or not permitted. If Owner/Agent discovers an unauthorized animal on the Premises (this includes visiting animals, emotional support animals, and service animals) this would be a breach of the Lease Agreement and a $500 Unauthorized Animal Fee shall be charged to Tenant.

Tenant specifically represents, warrants, understands and agrees:

A. That if Tenant has any animals, which are not bona fide assistive animals, assisting with a medical disability, an additional $300 deposit shall be required per pet , due prior to the 1st day of the lease Term in addition to a $35.00 Pet Accommodation Fee, per pet, which will be charged and payable monthly, due with monthly rents on the 1st of every month. This fee shall be required through the end of the executed contract Term, even if for any reasons Tenant has no pets occupying the property later in the lease Term. **(AGENT NOTE: IF THIS IS A LEASE EXTENSION, instead of charging you a pet fee as defined in this section 4A, you are grandfather into whatever your most recent prior lease required. Additionally, any funds paid to Agent previously and before the start date of this contract are considered nonrefundable.)**

SAMPLE

B. That Animal(s) if they are dogs, have not been attack-trained nor are they known to be considered vicious nor do they have a history of biting people or animals or causing property damage.

C. That Tenant is solely responsible for all damage or loss to the Owner/Agent's property caused by Animals.

D. That Animal waste shall be removed and disposed of promptly and properly.

E. That Animals will not engage in any disturbance behavior and will be maintained so as not to cause annoyance or irritation to others.

F. That any change in Animal status during the contract Term (other than the elimination of an Animal or Animals) must be approved in advance and in writing, by Owner/Agent.

G. Agent has engaged Pet Screening, Inc., a third party, to assist with managing pets and animals in all of the Agent's managed properties. Tenant is required to complete a Pet Screening "household pet" or "assistance animal" profile to reflect the accurate status of the animal in the Premises. If Tenant does not have a pet or animal, then a "no pet" profile is to be completed. A separate profile is required for each pet or animal. The "household pet" and "no pet" profile is ACTIVE for a 12-month period and is required to be renewed annually so that it remains ACTIVE coterminously with the original lease term and subsequent lease renewals.

Tenant agrees to pay PetScreening an annual registration fee for every "household pet" profile. There is no cost for a "no pet" profile or to submit a reasonable accommodation request for an assistance animal. For assistance animals, Tenant must provide any supporting documentation as required in the profile. If Tenant has any objection to completing a Pet Screening profile for an assistance animal, Tenant should contact the Agent to address such objection or to obtain assistance in submitting the accommodation request.

Furthermore, Agent retains the right to change service providers from Pet Screening, Inc. if it so chooses, in which case this same requirement shall exist with the new servicer.

TENANT OBLIGATIONS

11. Tenant agrees to:

A. Resident Benefits Package ("RBP"): Tenant shall pay **$30** per month, due on the same date as rent, to cover Broker's costs in providing the following service as part of a Resident Benefits Package: General Liability Insurance, Credit Boost Reporting (rent payments will be reported to tenant's credit), Online Resident Portal, Multiple Payment Options (including online and reoccurring ACH payments – at no charge to Tenant), a 24/7 Emergency Maintenance Line, and Vetted Vendors (all vendors fully vetted to include confirmation of appropriate licenses and insurance).

Full Cost Disclosure - Benefits/$30 Breakout:

- General Liability Insurance (see below Additional Disclosure)

Total Cost to Agent = $7.95
Total Cost to Tenant = $7.95

- Credit Boost Reporting

Total Cost to Agent = $<monetary fraction of Agent's software costs>
Total Cost to Tenant = $7.05

- Online Portal & Multiple Payment Options

Total Cost to Agent = $<monetary fraction of Agent's software costs>
Total Cost to Tenant = $10.00

- 24/7 Maintenance Line

Total Cost to Agent =$<monetary fraction of Agent's after-hours service provider costs>
Total Cost to Tenant = $5.00

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- Vetted Vendors

Total Cost to Agent = $<hourly staff rate to screen vendors and to ensure updated insurance is on file.>
Total Cost to Tenant = $0.00

Additional Disclosure:

1) The Landlord requires the Tenant obtain liability coverage of at least $100,000 in property damage and liability coverage from an A-rated carrier and to maintain such coverage throughout the entire term of the Lease. Tenant is required to furnish Landlord evidence of the required insurance prior to occupancy, at the time of each lease renewal period, and upon request.

2) To satisfy the insurance requirement, Tenant may either (1) be automatically enrolled into the Landlord or Property Manager's Master Policy that satisfies the coverage requirements as part of the RBP; or (2) obtain alternative liability coverage from an insurer of Tenant's choice that meets the requirements set by the Landlord herein. The option Tenant chooses shall not affect whether Tenant's lease application is approved or the terms of Tenant's Lease. Tenant's election shall be determined by the actions of the Tenant as provided below:

Option 1: Master Policy (Automatic Enrollment) – If Tenant does not provide evidence of the required insurance coverage by the Lease commencement date, Tenant has elected to be automatically enrolled into the Resident Benefits Package as described and an insurance policy as part of the RBP. Coverage will begin on the effective date of Tenant's lease and continue throughout the term of the Lease. Please refer to the evidence of insurance that is supplied by Dorman Real Estate Management for additional coverage details.

Option 2: Tenant Policy (Policy Verification Required) - Tenant has elected to find, purchase, and maintain Tenant's insurance policy that satisfies the Landlord's coverage requirements. Tenant must provide evidence of the required insurance coverage by the Lease commencement date. Visit **http://insurance.residentforms.com/** and follow the instructions listed there to provide evidence of the required insurance coverage to your Landlord.

Please be sure that your policy meets the following criteria prior to submitting:

- **Policy is purchased from an A-rated carrier**
- **Policy meets or exceeds the required $100,000 in property damage and personal liability**
- **Dorman Real Estate Management is listed as additional interest**
- **Dorman Real Estate Management address is listed as: PO Box 660121 Dallas, TX 75266**

If Tenant opts to secure its own insurance, and Tenant's independent policy meets all criteria provided, the monthly $30 Resident Benefits Package fee shall be waived, and Tenant shall not receive any RBP benefits. It is Tenant's sole responsibility to timely pay premiums directly to the Tenant's insurance provider to avoid cancellation of coverage. If the Tenant-procured policy is canceled or lapses at any time during the term of the Lease, Tenant shall be enrolled/reenrolled into the RBP and Master Policy which is part of the RBP, at a total rate of $30 per month.

Bonus Perk: If applicable, Agent shall enroll this property in a filter delivery program with six (6) furnace filters shipped to the property for every 12-month lease period no additional cost to the tenant; this will allow the tenant to change the furnace filter at least every 60 days. This program is a "bonus perk" for those enrolled in the Resident Benefits Package, if the property does not have filters or if filters are not received for any reason, the Resident Benefits Package fee is not reduced.

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Bonus Perk: It is the Agent's intent to provide a select number of moving boxes to tenants upon request. However, boxes are not guaranteed and are provided based on availability. At Agents discretion, boxes may need to be returned after use.

B. Insure that nothing is done which is, or may place the Owner/Agent, in violation of the applicable building, housing, occupational, zoning, health codes, and all laws, ordinances, rules, regulations or neighborhood covenants, and shall comply with all such matters. Tenant shall pay all fines for any violation(s) caused by Tenant;

C. Obtaining and complying with all HOA Rules & Regulations. If HOA management company does not cooperate with providing a copy, Tenant shall inform Owner/Agent and Owner/Agent shall obtain and provide all HOA Rules and Regulations;

D. Obtain and pay the initial cost of community gate access, facilities access, and/or mail box access keys and remotes from either the HOA or Post Office – if not provided by Agent at Lease signing. Tenant may then submit receipts to Agent for reimbursement;

E. Keep the dwelling and property clean and sanitary, removing garbage and trash before they can attract pests.

F. Remove snow from sidewalks and driveways, and to grade/level dirt and gravel driveways as needed;

G. Maintain all exterior landscaping and to water lawns, shrubs and trees on a regular basis throughout the year. Also, lawns must be fertilized a minimum of three times per year, mowed and weeded as needed as determined by Owner/Agent. If at Agent's sole discretion, Tenant does not maintain the landscaping as described in this section, Agent may have landscaping maintenance work performed by a professional, at Tenant's expense; if this occurs, Tenant must pay Agent the full balance of work performed on or by the day that rent is next due. Tenant is responsible for disconnecting hoses from exterior spigots during freezing temperatures. Tenant agrees to only park vehicles on designated parking areas and specifically authorizes the Owner/Agent to have any such vehicles removed and stored at the Tenant's expense. If Tenant fails to perform any obligation under this paragraph, or any other obligation in this Lease Agreement, Owner/Agent may cause said obligation to be performed at Tenant's expense. The Tenant will pay for damage resulting from the negligence or failure to comply with this Lease Agreement by Tenant or those by, through or under Tenant;

H. Operate all electrical, plumbing, sanitary, heating and cooling, mechanical and ventilating systems and other equipment properly, safely and reasonably;

I. Change the air filter on the HVAC system(s), *if applicable,* at least every 60 days. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Owner/Agent, upon reasonable notice, to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter Tenant shall immediately notify Agent in writing. Tenant's failure to properly and timely replace the filters is a material breach of this Lease Agreement and Owner/Agent is entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Owner/Agent for all damages to the property, A/C or heating system caused by or connected to Tenant's failure to comply, neglect or misuse. Tenant shall also ensure heat systems are left on during periods of freezing temperatures;

J. Have the chimney professionally cleaned for any wood burning fireplaces or stoves, at Tenant's expense, on an annual basis;

K. Assure the Owner/Agent's property is safeguarded against damage, loss, removal or theft and maintained as required to keep it in good working order and condition, including without limitation taking affirmative action to prevent frozen pipes and/or water damage;

L. Make no alterations to the subject property without Owner/Agent's WRITTEN consent. Any improvements made by Tenant shall become the property of Owner at the conclusion of this Lease Agreement if so elected by Owner/Agent in writing, or shall be removed by Tenant and restored to original condition by Tenant prior to the conclusion of this Lease Agreement. Tenant warrants that any work or repairs performed by Tenant will be undertaken only by persons competent and qualified to perform it, in a good and workmanlike manner, and with all required permits and at Tenant's sole cost

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and expense. Tenant will be responsible for all activities to assure that work is done in a safe manner which will meet all the applicable codes and statutes. Tenant further warrants that he/she will be accountable for any mishaps and/or accidents resulting from such work, and will defend, indemnify and hold the Owner/Agent free from harm, litigation, or claims of any other person;

M. Grant access at any time and upon reasonable notice for the purpose of inspecting, repairing, or maintaining the property. Reasonable notice shall be defined as prior-day notice. Notwithstanding the foregoing, entry may be made at any time and without prior notice if Owner/Agent reasonably believes that an emergency exists or that the property has been abandoned. If access is not granted for any reason, and Agent has to make a special trip to allow for access, Tenant shall be charged $100 per hour for Agent's time; this fee is billed in one-hour increments. Owner/Agent shall also have the right to show the property to prospective Tenants or purchasers at reasonable times and to place a "For Rent" or "For Sale" sign in an appropriate location on the property. In addition, during the last thirty (30) days of the Term, and during any extension or holdover periods, Tenant shall fully cooperate with showings of the property, shall not interact with prospective renters, and shall keep and maintain the property in first class showable condition at all times, and if Tenant fails to do so in Owner/Agent's opinion, Tenant shall be in immediate default and breach of this Lease Agreement, and in addition to Owner/Agent's rights regarding tenant default or breach and other provisions of this Lease, Tenant shall pay a fee to Owner/Agent actual damages as a result of the failure to allow showings, not to exceed one month's rent.

If notification is sent to Tenant through confirmed communication methods, and Tenant is unresponsive, Tenant's lack of response shall be deemed by Agent as Tenant agreeing to cooperate with notification. This may include but is not limited to, notice for access to the property (inspections, renewal visits, maintenance repairs, showings, etc.) or notices of recommended action due to weather events (such as notices to disconnect hoses in the winter or leaving faucets to drip during a period of severely low temperature).

N. Conduct themselves and ensure all family, friends, guests and visitors are conducting themselves in a manner which will avoid disturbing others;

O. Not have a waterbed on the Premises;

P. Not run commercial business from the Premises without the written consent of Owner/Agent;

Q. Not Smoke or vape in or near buildings. All cigarette butts must be properly disposed of;

R. Provide contact phone numbers and email addresses to Owner/Agent within three (3) days of any change of such contact information.

S. Pay a Risk Mitigation Fee (if below amount is blank this provision is not applicable): A Risk Mitigation Fee was required to approve the Tenant's application. Tenant has a credit score below the optimal score determined by Agent's application scoring guidelines (700). Broker's experience has shown that tenants with credit scores below the optimal amount are more likely to pay late or otherwise default on their lease obligations, creating a higher workload and more risk for Agent. Therefore, Tenant does have to pay a monthly Risk Mitigation Admin Fee in the amount of **$___** due on the same date as the monthly Rent. Notwithstanding the foregoing, in accordance with Colorado law, if Tenant receives a housing subsidy, Tenant's credit score will not be considered, and Tenant shall not be subject to a Risk Mitigation Fee.

UTILITIES

12. Unless otherwise indicated, Tenant shall have utilities in their name and is responsible for timely payment of all utility services and any utility provider service fees, including water, waste-water, electricity, gas, trash services, telephone, internet, cable and any other personally incurred charges through the last day of the Lease Agreement Term or the last day of possession whichever is later. Owner/Agent is not responsible for the consequences resulting from the interruption of service. Unless otherwise indicated, all utilities must be put into Tenant's name, along with a completed 3rd Party Notification Utility form given to Agent (if available), no later than 1st date of occupancy. Possession will not be transferred to Tenant without Tenant's submission of applicable utility account numbers to Agent. Should utility bills

SAMPLE

exceed the average cost of use due to faulty or failing systems (such as plumbing leaks) Tenant holds Owner/Agent harmless from any claims for reimbursement.

Should this property be in a community governed or managed by a community association (HOA) and Owner/Agent opts to provide any association coordinated services (such as trash) at no cost to the Tenant, these shall not be guaranteed to the Tenant for the full Term of this lease. Any such services provided shall be considered a convenience to the Tenant, not a requirement or obligation, and should the association stop providing these services, Tenant shall assume responsibility for the service and associated costs.

For any utility services billed through Agent, as opposed to Tenant paying directly to the utility service provider, Tenant shall pay Agent a $10 per month service fee in addition to the utility provider usage charge. Any utility service may be billed through Agent at Agent's sole discretion.

For purposes of clarity and in consideration of Colorado statue C.R.S § 6-1-737, and if applicable to this contract (any utility services are billed through Agent to Tenant in arrears), all parties agree that "actual usage" of utilities may be defined, at Agent's sole discretion, as the average usage based on the square footage of the Tenant's unit, the average usage based on the number of occupants in each unit, or any fixed amount billed by a 3rd party such as an HOA community. Additionally, "utilities" in general are defined as any water supplied by a municipality or other source such as a well or cistern, wastewater removal, electricity, natural gas, propane, trash, telephone, internet, and cable.

MULTIFAMILY PROPERTIES ONLY: For multi-family properties managed by Broker, and for any utility services that cannot or are not put in the tenant's name, and unless otherwise indicated, Resident acknowledges and agrees that utility and service charges will be billed using a Ratio Utility Billing System (RUBS). If the property has shared utilities, such as water, wastewater, storm services, gas, electric, cable, and trash, these services will be allocated among all residential units based solely on the square footage of each resident's unit in proportion to the total square footage of all rentable units in the building. No portion of common area utility usage or charges shall be allocated to residents. Landlord will calculate Tenant's allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Tenant acknowledges and agrees that the RUBS allocation method is a fair, accurate, and reasonable estimate of individual utility responsibility based on unit size, while recognizing that the allocation method may not reflect actual consumption. Allocation methods may be changed by the Landlord during the term of the Lease, with written notice to Tenant, as permitted by applicable law, to ensure fairness and compliance.

INSURANCE/LIABILITY

13. Tenant shall be responsible for insuring Tenant's personal possessions and for housing themselves when or if the property becomes unlivable. Owner may also carry fire and casualty insurance insuring the house and Owner's contents, but Owner's insurance does not cover the Tenant's personal possessions. The Tenant also agrees to make a diligent effort to report any hazardous conditions to the Owner/Agent in writing as soon as they are discovered to enable them to be remedied. The Tenant agrees to accept full liability for any liability, mishaps or accidents and to defend, indemnify and hold the Owner/Agent free from harm or loss arising from claims of any other parties, regardless of cause. Owner/Agent is not responsible for any violation of the implied covenant of quiet enjoyment that is committed by a third party acting beyond the reasonable control of the Owner/Agent.

Tenant agrees to neither hold nor attempt to hold Owner or Agent liable for any injury or damage caused by defective electrical wiring, breakage or stoppage of plumbing or sewage, or any other condition of or on the property. Owner/Agent shall not be liable for damage suffered by Tenant due to appliance breakdowns or malfunctions.

Tenant agrees that Owner/Agent shall not be liable for any personal injury, property damage, or bodily injury sustained by Tenant or those by, through or under Tenant which occurs on the property. This release of liability shall apply to all bodily and personal injuries and property damage, regardless of cost, except for any caused by the Gross Negligence of Owner/Agent. Tenant undertakes and agrees to defend, indemnify and hold Owner/Agent harmless from any such personal injury, bodily injury, or property damage.

SAMPLE

Unless separately disclosed in a relevant Disclosure document, Tenant acknowledges that Owner/Agent has made no representations as to the environmental condition of the property, which includes but is not limited to such things as hazardous materials, asbestos, mold, or any other environmental hazard or condition. In the event any such environmental hazard shall be found or identified on the property, Owner/Agent shall not be liable for any injury or damage sustained by Tenant or those by, through or under Tenant due to or arising from such environmental hazard and Tenant specifically waives and releases Owner from such liability to include, but not be limited to any moving or relocation expenses incurred by Tenant. Tenant warrants and represents that it will not cause or permit any hazardous material to be used, stored, generated, or disposed of on or in the property.

If Tenant reports air quality concerns related to the potential existence of mold, and there are no visible signs of substantial mold, Owner/Agent may opt at its sole discretion to order a professional air quality test. If the professional air quality test is ordered and comes back as not having elevated levels of mold that would require the need for professional remediation, Tenant shall be responsible for the cost of the air quality test performed.

PROTECTING THE OWNER'S PROPERTY

14. Any removal of the Owner/Agent's property without express written permission shall constitute default in the terms of this Lease Agreement and may be construed by the Owner/Agent as voluntary termination without notice to the Tenant. Owner/Agent shall have the sole option of accepting the return of the removed property as full liquidated damages for said unauthorized removal, or of filing formal criminal charges for theft and unlawful conversion against the Tenant. The Tenant hereby agrees to return said property to the Owner/Agent in the same condition received, unless a formal report of failure has been made and the Owner/Agent has removed the item(s). The Tenant agrees to keep the dwelling locked when absent, to protect all property.

INSPECTION & INVENTORY

15. Except as otherwise specifically provided in this Section, **Tenant Acknowledges that Tenant is taking the property in its as-is where-is condition**, WITH ALL FAULTS AND DEFECTS, and to the fullest extent permitted by law, Owner/Agent has no obligations, liabilities or duties whatsoever, nor to otherwise improve the property. Tenant warrants that the dwelling and property being rented is hereby accepted as being in good, clean and safe condition together with all furnishings unless a written notice is delivered to the Owner/Agent within ten (10) days after moving into the above property. The absence of such a notice shall be conclusive proof that there was no defective or hazardous equipment or conditions existing as of the tenancy. Only if this written exception is delivered to Agent's address of notice within the ten (10) day time limit necessary action shall be initiated to correct any appropriate defects. Any defects noted after the first ten (10) days will be deemed to have been caused by the Tenant. Time is of the essence. Tenant is given this opportunity to document any defects on the Premises. This will establish the initial condition according to the Tenant. Tenant understands and agrees that a submitted condition report does not represent a work order request and that any maintenance repair requests must be submitted separately through the online Tenant Portal. The Owner/Agent agrees as a part of this Lease Agreement to have any material functional defects and any cleanliness issues which fall below Owner/Agent's Cleanliness Standards, provided to Tenant at move-in, listed on the notice described in this Section, reasonably corrected unless otherwise noted in Additional Provisions. **During the first 10 days of the lease Term, Tenant agrees to notify Owner/Agent of any cleanliness issues, in writing and separately from the Move-in Condition Report, and to permit Owner/Agent up to 7 business days to resolve any reasonable cleanliness issues reported. In consideration of this cleanliness notification opportunity, and due to the subjectiveness of cleaning, Tenant agrees that the dwelling was delivered to Tenant in a professionally cleaned standard, unless Tenant provides Owner/Agent with notice of a cleanliness concern that was reported by Tenant and not resolved by Agent within 7 business days.** The Tenant is encouraged to report all defects on or about the property in such notice, no matter how slight. The Owner/Agent will normally not repair any cosmetic or non-functional items such as carpet stains, chipped sinks, etc. nor do any painting inside or out; however, by adding these items to the inspection notice the Tenant will have provided Owner/Agent with evidence as to the condition of the property upon move-in. The inspection should include the property as well as outbuildings, fences, landscaping, shrubs, etc. (where applicable). It is the responsibility of the Tenant to provide the notice and any move-in condition report to the Owner/Agent within ten (10) days from the date of occupancy. Failure to

SAMPLE

do so will result in Tenant being charged for any undocumented damage to the property or other defects at the time of move out.

MAINTENANCE

16. In the event professional assistance is needed, contact Agent rather than risking damage to the property or causing injury. All repairs must be approved in advance by the Owner/Agent. Except as may be required by applicable law, if the cost of correcting any one defect will exceed $10,000.00, whether the responsibility of Owner/Agent or Tenant, the Owner/Agent may unilaterally terminate this Lease Agreement.

For qualified emergencies, contact Agent as soon as possible. A reasonable attempt to contact Agent and a reasonable amount of time to hear back from the on-call Agent must transpire before Tenant may contact vendors directly for qualified emergencies.

Emergencies or habitability issues include:

A. Free flowing water that cannot be turned off.

B. Sewer/septic back-up into the property.

C. Heating system not functioning when temperatures are at or forecasted to be below 40 degrees Fahrenheit and it is below 60 degrees Fahrenheit in the house.

D. Total loss of power after circuit panel and GFCI outlets have been checked. In the event of power loss contact your local utility company to determine if the power loss is widespread.

E. If a gas or carbon monoxide leak is suspected, immediately contact your local utility company or fire department, and exit the dwelling.

F. Any habitability conditions as defined by state and local statute which threatens the Tenant's life, health, or safety.

All other repairs completed without authorization of the Owner/Agent will be the responsibility of the Tenant for payment.

Every tenant is entitled to safe and healthy housing under Colorado's warranty of habitability and a landlord is prohibited by law from retaliating against a tenant in any manner for reporting unsafe conditions in the tenant's residential premises, requesting repairs, or seeking to enjoy the tenant's right to safe and healthy housing.

English: Tenant can mail or personally deliver written notice of an uninhabitable condition to Agent's address of record, by email at the following email address: Maintenance@DormanRealEstate.com, or through Agent's online tenant portal or platform with a web address of: https://www.coloradospringsproperty.management/tenant-login.

Spanish: El inquilino puede enviar por correo o entregar personalmente un aviso por escrito de una condición inhabitable a la siguiente Dirección registrada del agente, o por correo electrónico a : Maintenance@DormanRealEstate.com, o a través de nuestro portal o plataforma para inquilinos en línea por nuestra página de web https://www.coloradospringsproperty.management/tenant-login.

Tenant agrees not to permit any deterioration of the property during the period of the tenancy. Tenant agrees to pay any vendor charges resulting from Tenant's failure to meet vendor when pre-scheduled by Tenant.

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Tenant acknowledges it is Tenant's responsibility to maintain all appliances and components (such as refrigerator filters) pertaining to the property. In the event said appliances should fail or damage is caused to appliances or other parts of the Premises due to Tenant neglect (i.e. failure to supply salt for the water softener, report water leaks in a timely manner, water erosion on exterior due to missing splash guards, etc. - these items are a few examples but are not considered to be the only things that could happen), Tenant shall be liable for the cost to repair or replace all such damages and these shall in no way be considered normal wear and tear.

Tenant shall be responsible for the expense of any glass repair at the property, regardless of the cause. This responsibility may be waived, at Agent's sole discretion, if the glass break is the result of extreme weather or vandalism.

Should this property have a home warranty, Tenant may be required to pay the home warranty co-pay to initiate service. Should this occur and the warranty covered repair was not caused by Tenant's direct actions or negligence, Owner/Agent shall reimburse Tenant for said co-pay within 30 days from the day Agent receives a written request from Tenant for reimbursement.

Any sprinkler system on the property is a convenience to Tenant, but not an obligation by Owner/Agent to provide or have or keep in working condition. If property does have a sprinkler system which Owner/Agent opts to provide, Owner/Agent will order and pay for sprinkler system start-up (around May of each year) and winterization (around October of each year), however **Tenant is responsible for any damage which may occur for any reason to the sprinkler system** (broken heads, freeze damage, etc.). If the sprinkler system has not been winterized, and there is weather forecasted to be at or near freezing temperatures, Tenant must shut off the main interior sprinkler valve and open the drip valve or drain in order to avoid any damage. Tenant may contact Owner/Agent for instructions.

SMOKE & CARBON MONOXIDE (CO) DETECTORS

17. The undersigned Owner/Agent and Tenant certify that prior to occupancy:

A. Smoke detector(s), and CO detector(s) located in the property have been checked and determined to be operational.

B. That each level of the home has a working smoke detector and that there is a working carbon monoxide detector at least 15 feet from every bedroom doorway.

C. Tenant agrees that they will not remove the smoke and the CO detector(s), nor the batteries therefrom.

D. If the detector(s) are not operational, other than for reasons of needed battery replacement, Tenant agrees to immediately inform Agent.

E. Tenant agrees to change all detector(s) batteries at least twice a year.

F. Tenant agrees to pay for the replacement expense of missing or nonfunctioning batteries for any detectors, and for the replacement of any missing or damaged detectors themselves, located within the property upon move-out.

LOCKS

18. No locks may be changed, or additional locks installed without written authorization from Owner/Agent. Agent grants authorization for rekey in the first 30 days of the Lease Term, by way of this Lease, should Tenant wish to rekey at Tenant's expense, prior to occupancy; if there are "Smart Key Locks" on the property, it's quite simple for Tenant to do this themselves, hiring a locksmith should not be necessary. In all cases, Owner/Agent must be given duplicate keys to any changed or added locks within 24 hours of the change. If replaced, locks must also match existing finish and quality, and must be Quickset Smart Key Locks. If Tenant becomes locked out, Owner/Agent, at their option, may in response to a request by Tenant deliver an extra key to the property for a minimum fee of $50.00 during business hours and $125.00 after hours.

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ASSIGNMENT & SUBLEASING

19. Assignment of all or any portion of this Lease Agreement, or sub-leasing all or any portion of the Premises without first obtaining the written permission of the Owner/Agent, are not permitted, and Owner/Agent may withhold such permission for any reason.

LEGAL COSTS – JURY WAIVER

20. **Agent and Tenant agree that any action or proceeding in which Landlord is seeking possession of the Premises from Tenant, a trial shall be heard by a court sitting without a jury**. In any disputed court action where the court resolves the dispute, determines the prevailing party, and determines that the attorneys' fees of the prevailing party were reasonable, the court shall also award to the prevailing party its reasonable attorneys' fees and costs and the non-prevailing party shall be liable to the prevailing party for payment of any court-awarded reasonable attorneys' fees and costs. If the Agent has filed an eviction due to Tenant's Lease breach, including breaching for non-payment of rent, regardless of the outcome or disposition by the Court, Tenant agrees upon request that the Court shall make a determination who the prevailing party was in any eviction and whether any attorneys' fees and court costs sought by any party are reasonable. If for any reason the Court does not make such determination in any eviction lawsuit between the parties, Tenant and Agent agree that a court in any subsequent action between Tenant and Agent shall make that determination.

Tenant agrees that suit shall have the broadest possible meaning and includes by way of example but not by way of limitation any lawsuit, governmental agency action including but not limited to any fair housing claim, or any other proceeding, between Agent and Tenant to enforce this Agreement, arising from this Agreement, or in any way connected with this Agreement or Tenant's tenancy at the premises, including but not limited to litigation concerning Resident's security deposit.

Cap on Attorney's Fees: The attorneys' fees and costs awarded to the prevailing party shall not exceed $2,500.00.

TERMINATION OR EXTENSION

21. Tenant shall notify Owner/Agent of their intent to renew or terminate this Lease Agreement in writing at least thirty (30) days prior to expiration of the Lease Agreement, this same notice requirement also applies if Tenant is in a month-to-month tenancy. Text messages are not an accepted method of written notice. Failure to provide proper notice will result in Tenant being charged any actual losses incurred by Owner because of the improper/late notice, which may include but are not limited to, rents through 30 days from notice receipt. If proper notice is given, partial rents will not be accepted if Tenant vacates prior to the end of the month. If Tenant resided in the property for less than 12 months, any renewal shall require written approval by Owner/Agent, which may be withheld in Owner/Agent's sole discretion. Should a lease renewal be proposed by Owner/Agent, and agreed to by all parties, Owner/Agent shall charge Tenant a fee for lease administration of $50, which shall be due and payable on or by the first date of the new lease term. Additionally, should Tenant fail to appear to a renewal walk-through, after scheduling a renewal walk-through with Agent, a $50 missed appointment fee shall be assessed to reimburse Agent's time and costs to be present at the Premises for the appointment. Should the Tenant continue to occupy the Premises after the effective date of termination, per proper notice by either party, the Tenant will be considered as "holding over" and the new monthly rent, known as Holdover Rent, shall be twice the amount as last charged prior to termination. Tenant shall continue to adhere to all contract terms and conditions, rental payments and utility costs through and up to the end of the Lease Agreement or the date that all keys and garage door opener remotes, if any, for the property are returned to the Owner/Agent, at Owner's/Agent's address of notice, whichever is later. Upon termination, if house keys, mailbox keys, HOA community access keys, HOA parking passes or garage door opener remotes are not returned to Agent's address of notice, Tenant shall be charged a $150 fee per item type in addition to any Holdover Rent accrued through the date Agent notices or is notified in writing that Premises is vacant. This $150 fee shall also be charged if Agent is unable to gain access to the home for any reason, via the front door key, after possession is returned; this often occurs when Tenants lock the screen/storm door, puts a chain or slide-lock into the locked position, or return the wrong keys.

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If Agent sends Tenant a lease contract extension, it must be signed prior to the start date of the new lease Term. If Tenant signs on or after the first date of the new lease Term, Tenant shall be obligated to pay the month-to-month fee, outlined in this lease contract, through the end of the month in which the contract was signed.

MOVE-OUT TERMS:

22. Upon move out Tenant agrees to the following, and will be charged to correct any noncompliance:

A. Unless Owner/Agent failed to resolve cleanliness issues reported in writing at the time of move-in as required in the INSPECTION & INVENTORY section of this lease, Tenant shall have ~~all~~ the dwelling professionally cleaned after all personal belongings have been removed from the Premises to a standard that is not substantially less clean than the professionally clean standard in which Tenant received the property; "substantially less clean" is defined as any cleaning that takes more than 1 hour to resolve. **Tenant shall use one of Agent's preferred cleaning vendors, for this service.** The cleaning vendor selected from Agent's preferred cleaning vendors list, **must** warranty the work for the next occupant. **Upon completion, proof of service must be submitted to Agent at its address of notice by no later than the date possession is returned;**

B. Unless Owner/Agent failed to resolve any carpet cleanliness issues reported in writing at the time of move-in as required in the INSPECTION & INVENTORY section of this lease, Tenant shall have all carpeted areas professionally steam cleaned (via a truck-mounted system) after all personal belongings have been removed from the Premises, to a standard that is not substantially less clean than the professionally cleaned standard in which the Tenant received the property; "substantially less clean" is defined as any cleaning that takes more than 1 hour to resolve. **Tenant shall use one of Agent's preferred carpet cleaning vendors for this service.** Should the carpet cleaning company recommend additional deep cleaning, stain treatment, or odor treatment, Tenant must agree to and pay for these additional costs if required by applicable law. ~~Upon completion, proof of service~~ Proof of professional carpet cleaning must be submitted to Agent at its address of notice by no later than the date possession is returned;

C. Tenant shall have all chimney flues professionally cleaned (if the home has a wood burning fireplace or wood burning stove). Upon completion, proof of service must be submitted to Agent at its address of notice;

D. Tenant shall have all light bulbs (and bulbs must match by light color and style, with the appropriate style/shape/wattage of bulb installed in all light fixtures) and all detectors in working order;

E. Tenant shall fill nail holes in walls and return to original condition and shall make any other repairs needed, beyond normal wear and tear. **Dirt is not normal wear and tear and is acknowledged to render the Premises substantially less clean than the condition in which it was delivered**;

F. Tenant shall remove and clean up all personal belongings, trash, and pet droppings;

G. Tenant shall mow and trim the lawn and rake leaves, if applicable;

H. A coordination fee of $50 per hour (with a minimum of $25 per vendor) will be charged to Tenant for coordinating the correction of any Tenant caused damage and/or cleaning;

I. Tenant will be responsible for Holdover Rent during time property is not rentable or not fully marketable because of Tenant caused damage or noncompliance with the Move-Out Terms;

J. **Tenant shall not turn off the utilities**. Tenant shall ask for a final reading the day after the last day of the lease Term;

K. Tenant shall return all house KEYS & GARAGE DOOR OPEN REMOTES to Agent's address of notice;

L. Tenant shall furnish Agent with a forwarding address;

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M. **Tenant is responsible for the entire last month's rent, regardless of date Tenant vacates. Tenant may not treat Security Deposit as the last month's rent payment. Should Tenant fail to pay last month's rent and/or attempt to pay the last month's rent by use of the Security Deposit, Tenant shall be in default of its rent payment obligations and the provisions of this Lease related to late and/or nonpayment of rent shall apply and be assessed;**

N. Any personal property left by Tenant will be deemed abandoned and will be removed and disposed of at Tenant's expense, in accordance with applicable law.

O. Should personal property or trash be left out for a trash service provider to remove after return of possession, Tenant remains liable for any possible charges to remove the property/waste and HOA fines if applicable.

P. Should Tenant fail to switch any utility services out of its name (which should occur the day after the termination of the lease Term) Tenant shall pay a fee of $10 per utility service provider. This same fee shall be charged if Tenant fails to coordinate with and inform Owner/Agent of the removal of any leased trash totes.

BANKRUPTCY/FORECLOSURE

23. If the property goes into foreclosure, the Lease Agreement remains in effect until the issuance of the Public Trustees deed. At that point, the Lease Agreement is voided, and continued occupancy is subject to the directives of the new Owner. In the event the leased Premises should become involved in foreclosure proceedings, Tenant affirms and agrees that neither Agent nor Owner shall be held responsible or liable for any expenses incurred by Tenant due to foreclosure of the leased Premises described herein.

EARLY TERMINATION

24. A. Military Clause: The Tenant shall have the privilege of terminating this Lease due to military orders in accordance with the Servicemember's Civil Relief Act (SCRA). Tenant must notify Agent of their intent to terminate this Lease Agreement in writing, and notice must be accompanied by a copy of Tenant's orders. Termination would then occur at the end of the next calendar month.

B. If Agent is presented with documentation verifying domestic violence perpetrated against one of the named Tenants in accordance with state law, Tenant may terminate this agreement with written notice. Tenant will be responsible for outstanding rent in accordance with applicable law.

C. If the Tenant terminates possession of the property under this Lease Agreement for any other reason prior to the Term end date, Tenant shall be liable for the following costs:

- The monthly rent until the property is re-rented, or the end of the Term, whichever is earlier.

- Agent's reletting costs and losses. Costs and losses include, but are not limited to, advertising, showing the Premises to prospective tenants, utilities for showing, checking prospects, office overhead, marketing costs, locator-service fees, future or past-due rent, repayment of concession or discounts. At a minimum tenant will be obligated to pay an $800 lease-break administration fee to reimburse Agent for its efforts in these regards.

- All utilities until the property is re-rented.

- Cost to re-key all locks.

- Any other additional charges incurred to get the property re-rented.

- All maintenance and other costs that are the responsibility of Tenant under this Lease Agreement.

- Return of any monetary concessions given to Tenant as a move-in incentive.

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D. Should Tenant default on this Lease Agreement by terminating possession prior to the expiration of the Lease Term, and Owner opts to sell the property in lieu of placing the property back on the rental market, Tenant agrees to pay the remainder of any rent and utilities due through the end of the month which keys/possession are returned, plus any other move-out charges permitted under this Lease and at law. Tenant shall also pay the lease-break administration fee referenced above.

E. Tenant agrees that if default or breach be made in the payment of rents or in the performance of any other condition herein, and Tenant fails to cure the default or breach, if curable, after receiving written notice from Owner/Agent, this Lease Agreement may be forthwith terminated at the election of the Owner/Agent, and Tenant will immediately surrender and deliver up possession of the Premises to the Owner/Agent upon receiving written notice from the Owner/Agent stating the breach of conditions of this Lease Agreement and the election of the Owner/Agent to so terminate this Lease Agreement. Alternatively, Owner/Agent may, without terminating this Lease Agreement, terminate Tenant's right to possession of the Premises, and the Tenant will immediately surrender and deliver up possession of the Premises to Agent upon receiving written notice from the Owner/Agent stating the breach of conditions of this Lease Agreement and the election of the Owner/Agent to so terminate Tenant's right to possession. Unless Owner/Agent delivers written notice of its termination of this Lease Agreement, any actions by Owner/Agent shall be, and be deemed to be, termination of Tenant's right to possession only, and not termination of this Lease Agreement. In the event of termination of Tenant's right to possession, Tenant shall remain responsible for all obligations under this Lease Agreement. In addition, Owner/Agent shall have any and all other remedies available under applicable law, which rights and remedies shall be cumulative

F. Should Tenant terminate early, leaving the Owner/Agent to secure a new tenant, Tenant shall be responsible for the difference in rent (through the end of this lease Term and any extensions) if Owner/Agent is forced to accept a lower rental amount because of rental market conditions.

G. **STATUTORY RIGHT TO CURE.** Pursuant to Colorado law, Tenant has the right to pay all amounts due prior to a court entering a judgment for possession if Tenant is being evicted for non-payment of rent. If Tenant exercises Tenant's statutory right to pay, Owner/Agent only has to accept Tenant's payment if Tenant fully pays all amounts due according to eviction notice, as well as any rent that remains due under this Agreement. If Tenant exercises Tenant's right to pay, Tenant agrees to **pay the Owner/Agent directly in certified funds**.

CONCESSIONS:

25. If Tenant receives any lease concession such as a move-in specials, free or reduced rent, or any type of lease incentive, those are all conditioned on full performance of the lease. In the event Tenant breaches the lease, moves or terminates early, is evicted or terminates the lease for any reason prior to expiration of the full term of the lease, Tenant shall be fully responsible for repayment of all of the lease concessions that Tenant may have received.

CASUALTY

26. If the Premises or any part of the Premises is destroyed or damaged due to fire, explosion, a sudden environmental public health event, an action taken by a governmental authority, or by any other casualty, or for any other reason, or if the Premises or any part of the Premises become unsafe, hazardous, or uninhabitable as determined by Owner/Agent in its sole and absolute discretion, Owner/Agent may at its option, upon written notice to Tenant, either immediately terminate this Lease or repair the Premises in accordance with applicable law. Regardless of the extent of damage to the Premises or any portion of the Premises, Owner/Agent may, in accordance with applicable law, also upon written notice immediately terminate this Lease, if in Owner/Agent's sole and absolute discretion, any repairs necessitated by any event would be either impractical or dangerous, if Tenant continued to occupy the Premises. If the damage or casualty event is due to Tenant's negligence or intentional conduct, the rent shall not abate or prorate, and Tenant shall be liable to Owner/Agent for any amounts due under this Lease, plus all damage caused by such negligent or intentional conduct. Except as required by law, Owner/Agent has no obligation to provide suitable substitute accommodations, nor is Owner/Agent liable for any other expense, damage, or inconvenience suffered by Tenant. Tenant understands that

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providing alternative living accommodations is one of the purposes of renter's insurance. For this reason, Owner/Agent recommends for Tenant to obtain alternative living accommodation renter's insurance coverage.

LEAD-BASED PAINT WARNING

27. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Tenant acknowledges receipt of the required LEAD BASED PAINT DISCLOSURE and brochure; the disclosure is deemed to be attached to and made a part of this contract.

DRUG & CRIME FREE HOUSING

28. The Tenant, any member of the Tenant's household, or any guests or other persons under the Tenant's control shall not engage in or facilitate criminal activity on or near the property, including, but not limited to, violent criminal activity as defined in Titles 16 and 18, C.R.S. of the Colorado Criminal code. Any violation of the Criminal Statues of the State of Colorado or any breach of the Lease Agreement that otherwise jeopardizes the health, safety, and welfare of the Owner, their Agent, other residents and guests or which involves imminent or actual serious damage is grounds for termination of the Lease Agreement by Owner/Agent. For purposes of this Section, proof of violation need be shown only by a preponderance of the evidence under civil law, unless otherwise provided by law, and a conviction is not necessary to cause termination of the Lease Agreement.

The Tenant agrees that it shall be a breach of this lease for Tenant, tenant family, tenant guest to grow, cultivate or raise marijuana on or in the property or for Tenant to sell, dispense or become a dispenser of marijuana, regardless of whether the Tenant has or is licensed to do so and regardless of whether Tenant has been granted the right to supply or provide marijuana to persons in need of the same. The growing, cultivation, raising or dispensing of marijuana is a violation of this lease and will subject Tenant to immediate eviction and or any other remedy available to Owner/Agent pursuant to this Lease Agreement. It shall also be a breach of this lease for Tenant, tenant family, tenant guest to use, consume, or smoke marijuana on the premises including inside and outside of Premises even if the Tenant has a prescription for its medical use or if Tenant is legally register for such use.

COURTESY PLEDGE & UNDERSTANDING

29. It shall be a violation of this Lease for Tenant to interfere with Agent, Agent's staff, and Agent's vendors, or to use rude, foul-mouthed, threatening, abusive and/or insulting language when dealing with Agent, Agent's staff, and Agent's vendors. Tenant will be provided one warning that such behavior is not acceptable and will not be tolerated. If the behavior persists, Tenant will be served with a demand to cure or quit and shall be subject to eviction. Thereafter, all communications must be in writing, and Tenant will not be allowed to enter Agent's offices, or Tenant will be considered a trespasser.

NOTICE PERIOD EXEMPTION

30. Pursuant to C.R.S. § 13-40-104(5)(d), because Owner owns five or fewer single family rental homes, Landlord is exempt and is not required to provide Tenant with a written ten-day notice for non-payment of rent, non-monetary Lease violations, or subsequent violations of the same condition or covenant of this Lease as required by C.R.S. § 13-40-105(1)(d)-(1)(e.5)(II), and Owner/Agent may instead serve Tenant with a written five-day notice for such violations of this Lease.

GOOD FAITH PLEDGE & UNDERSTANDING

31. By signing this Lease Agreement, Tenant stipulates and warrants that Tenant thoroughly understands all provisions as to the rights, duties and obligations of all parties. Further, Tenant agrees to pay the rent on time, maintain the property and fulfill all obligations hereunder or face the full financial and legal consequences of default and termination. Tenant expressly warrants that Tenant has the legal right to bind all Occupants 18 years or older and to sign for them committing all parties to this Lease Agreement. In addition to all other provisions of this Lease Agreement, any

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requests from Tenant to change this contract (including but not limited to adding occupants, adding pets, etc.) during the contract Term must be approved in writing by Owner/Agent, and if approved a Lease Revision Request Fee of $150 shall be assessed to and paid by Tenant.

COLORADO LAWS

32. In the event any portion of this Lease Agreement shall be found to be unenforceable under Colorado law, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception. In like manner, any obligations of either Owner/Agent or Tenant, which may be enforceable at law, shall be binding on both parties if included herein. The heading of the paragraphs contained herein are for convenience only and do not define, limit or construe the content of such paragraphs. Whenever used herein, the words "you" or "yours" shall mean all Tenants, Occupants, and others on the property by or through Tenant. Whenever used herein, the words "we" or "us" shall mean Owner and Agent. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All obligations of Tenant, where there is more than one Tenant, shall be joint and several. All rights granted to the Owner/Agent by the Tenant shall be cumulative and in addition to any new law or right which might come into being. Any exercise or failure to exercise, by the Owner/Agent of any right shall not act as a waiver of any other rights or the future exercise of said rights. This Lease Agreement represents the entire agreement between the parties hereto. No other terms or conditions shall have any effect unless endorsed herein by Owner/Agent in writing. This Lease Agreement shall be initialed and signed by all parties. This Lease Agreement may be signed in counterparts and electronic signatures shall be considered originals.

33**.** Owner/Agent is dedicated to honoring federal, state and local fair housing laws. Owner/Agent will not discriminate against Tenant because of their race, color, religion, national origin, familial status, disability, sex, sexual orientation, gender identity, immigration/citizenship status, or military/veteran status. C.R.S. § 24-34-502(1) prohibits source of income discrimination and requires a non-exempt landlord to accept any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person, including income derived from any lawful profession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program.

RECOMMENDATION OF COUNSEL

34. THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS DRAFTED BY DORMAN REAL MANAGEMENT'S LEGAL COUNSEL, FRASCONA JOINER GOODMAN & GREENSTEIN, PC. This is a legally binding contract. Tenant is advised to seek the advice of legal counsel prior to signing this Lease Agreement in the event that Tenant feels it is necessary for complete understanding and compliance.

X_____Date___/___/___
Tenant
X_____Date___/___/___
Tenant
X_____Date___/___/___
Tenant
X_____Date___/___/___
Tenant

X_____Date___/___/___
Agent

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