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1. RESIDENTIAL LEASE AGREEMENT

1.1 THIS IS A LEGAL INSTRUMENT, IF NOT UNDERSTOOD, LEGAL, TAX, OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING. THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY GAST JOHNSON & MUFFLY PC FOR MY HOUSE, INC

THIS RESIDENTIAL LEASE (the "Lease"), made on <<Lease Creation Date>> is entered into by and **between My House, Inc. (dba My House Property Services)** (the "Landlord"), and <<Tenants (Financially Responsible)>> (individually and collectively the "Tenant") with reference to the following facts:

1.2 AGREEMENT

NOW, THEREFORE, in consideration of (i) the payment of rent and the performance of the promises by the Tenant, and (ii) the mutual covenants all as set forth below, the Landlord and Tenant hereby agree as follows:

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Initial **VOID**

1.3 LEASE OF THE PREMISES

a. The Landlord has this day leased to the Tenant the Premises located at

<<Unit Address>>

to be occupied under the terms cited and conditions set forth in this Lease. The term of this Lease shall be from 12:00 o'clock (noon) <<Lease Start Date>> to 9:00 o'clock (am), <<Lease End Date>>. Move-in shall occur on or around <<Lease Start Date>>. The Premises shall be occupied and used only as a residence by said Tenant. No more adults than stated above are permitted to occupy the Premises without the advance written permission from the Landlord. A guest who stays longer than 14 consecutive days or 30 days in a 12-month period is considered occupying the Premises. If any additional persons or pets occupy the premises without an amendment to this Lease, the Landlord shall be entitled to collect an additional 20% of the gross lease amount for each additional person and/or pet for the entire term of the Lease. This additional charge shall not preclude the Landlord from enforcing any of the existing covenants of this Lease, including terminating the Lease for the violation of the agreed-upon occupancy.

b. In addition, the Tenants to this Lease specifically assume the risk of any over-occupancy based upon local ordinance. The Landlord shall not be responsible for any damages or adverse consequences that may result from the Tenant's voluntary decision to over occupy any particular dwelling. The Tenant hereby stipulates that over-occupancy of this dwelling is not a material breach of the Lease by the Landlord.

c. If Landlord is unable to deliver the Premises to Tenant on or before the move-in date of the Lease as set forth above, for whatever reason, including a previous Tenant's failure to vacate, Landlord shall not be in default hereunder. In any such event, Tenant agrees to accept possession of the Premises at such time as Landlord tenders the Premises to Tenant with appropriate rent abatement until possession. Tenant waives any right to collect damages as a result of Landlord's failure to deliver the Premises on the specified date. If the Landlord is unable to deliver the Premises for 14 days after the Planned Move-In Date, noted above, Tenant may terminate the Lease.

d. **Holdover.** This Lease shall automatically terminate at the expiration of the term, set forth in paragraph 1(a) above, without further notice or demand. However, should Tenant occupy the Premises after the term of the Lease has expired and continue to tender rent which is accepted by the Landlord without a new written agreement as to such possession, such Tenant shall be regarded as a month-to-month Tenant, at a monthly rental rate, payable in advance, equivalent to the last month's rent paid under this Lease plus a 15% surcharge, and subject to all the terms and conditions of this Lease. In such event, Tenant shall thereafter give, or be given, 30 days written (not email) notice before the end of any subsequent rental month before vacating.

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1.4 RENT, DEPOSIT AND ADDITIONS

The Tenant shall pay Landlord a total of <<**Total Rent for Lease Term**>> as rent for the term stated payable in the amount of <<**Monthly Rent**>> per month, due on the first day of the month to be delivered or mailed to 1302 S Shields, A 2-3, Fort Collins, CO, 80521 or another designated location, advised by the Landlord. **Any rent not received by Landlord on or before the first shall be delinquent and is subject to a 10% of total monthly rental rate and any outstanding balance as a late fee.** If the rent due/delinquent date falls on a weekend or holiday, it is the Tenant's responsibility to make sure rents are paid in advance prior to delinquency in order to avoid a late charge assessment. Postmark dates and post-dated payments not accepted.

There is no grace period for rental payments. **Cash is not accepted and debit or credit cards are not accepted in the office, but may be available through tenants online portal.** All payments received will be applied to the oldest outstanding balance first. A charge of **\$35.00** may be made to cover extra costs of handling a returned check, as well as applicable late fees. Following the return of any check for any reason, thereafter the Tenant shall make all payments under this Lease with a certified check or money order only.

Tenant has deposited or agrees to deposit with Landlord <<**Security Deposit Charges**>> as security/damage deposit against the breach by the Tenant of any of Tenant's covenants and agreements contained herein. Such deposit may be commingled with other funds of the Landlord, and Tenant shall not be entitled to receive any interest on such security deposit. In no event shall the Tenant unilaterally apply the security deposit towards the last month's rent payable by the Tenant.

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1.5 SECURITY DEPOSIT

Return of the security deposit is subject to the following:

- a. The full term of the Lease has expired.
- b. All payments required hereunder have been made by the Tenant.
- c. There is no damage to the Premises beyond ordinary wear and tear.
- d. All of the Premises, including but not limited to, range, exhaust fan, refrigerator, bathroom fixtures, interior windows, mirrors, closets, light fixtures, cabinets, cupboards, are clean, cobwebs removed and woodwork wiped. Tenant agrees to pay for necessary replacement of stove drop pans. **Any needed cleaning will be at a rate of \$50.00 per hour by My House Staff or others, and the Tenant agrees to be responsible for the entire bill.**
- e. There are no burns or spots on carpeting or indentation or scratches in wood or flooring.
- f. All debris, rubbish and discards, including abandoned furniture are removed from the Premises at the time the Tenant turns over possession to Landlord. It is not acceptable to leave any trash cans of rubbish or debris on the Premises to be picked-up after possession is returned to Landlord. The Tenant will be charged for any electronic device left on the premises that has a display over 4". The disposal fee will be **\$100** per 4" in screen display size (measured diagonally). These charges are subject to change in an effort to remain in line with industry standards.
- g. All burned out light bulbs must be replaced with the appropriate type and wattage required for the fixture and missing blind slats or other parts must be replaced. If not completed upon move out, replacement costs will be deducted from Tenants Security Deposit.
- h. Pet excretions must be removed from the yard, lawn mowed or snow removed from walkways, if applicable. Any pet damage must be repaired. If the Landlord is left to facilitate the excrement cleanup and/or any pet damage, there will be an administrative fee of **\$250.00** in addition to the cost of services.
- i. All pool keys and garage door openers must be returned at the time possession is turned over.
- j. A forwarding address and phone number must be left with Landlord in writing, via email; otherwise it will be mailed to the last known address.
- k. If the Premises are not ready for check-out after the scheduled lease expiration time, an additional move out inspection fee of **\$250.00** will occur for each return visit AND any moving, cleaning, or other efforts performed by the Tenant after Noon on the move out date shall not be credited to the tenants.
- l. Any painting not previously approved by Landlord, in writing, will be subject to a **\$250.00** management fee and Tenant will be responsible for all costs associated with Landlord re-painting the unit and will be deducted from the Security Deposit.

The cost of labor, materials and management time for cleaning and repairs and for pursuing delinquent payments shall automatically be deducted from the Security Deposit if the above provisions are not complied with. **The Landlord shall return any portion of the Security Deposit Due Tenant and/or an accounting for the application of any unreturned deposit, within (60) sixty days after the later**

of termination of the Lease or surrender and acceptance of the Premises by Landlord. Any Security Deposit will be refunded by check, mailed to the last known address or forwarding address if provided, and made payable to all persons as last approved in writing by the Landlord for possession of the Premises, including without limitation, remaining original Leases and any assignees or persons granted sublease rights hereunder (no exceptions). If Tenant requests a stop payment be made on original mailed check and another one issued for any reason, Tenant agrees to pay a stop payment fee in the amount of \$35.00.

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1.6 CLEANING INSTRUCTIONS WHEN VACATING

A thorough check of the unit will be made by the Landlord before returning the Security Deposit. Any necessary cleaning expenses will be deducted from the Security Deposit. Special notice is to be taken of the following:

- a. All carpets must be commercially cleaned at the Tenants expense; such cleaning will be scheduled by the Landlord with the Landlords preferred Vendor's.
- b. All wood, tile and/or other hard surface floor must be scrubbed and if deemed by Landlord not sufficiently cleaned, the floors will be professionally cleaned by Landlord at Tenant expense.
- c. Kitchen, bathroom and entry floors must be left clean.
- d. Stove and refrigerator must be thoroughly cleaned, inside and out. The refrigerator, stove, and all other appliances must be moved out, cleaned under, and then replaced. Drip pans are to be replaced by the Tenant.
- e. All light fixtures must be cleaned and, if necessary, bulbs replaced with the appropriate type and wattage required for the fixture.
- f. All windows (that can be reached) and window ledges must be cleaned inside and out.
- g. Bathroom fixtures, kitchen sink, dishwasher, garbage disposal, washing machine and dryer must be emptied and left clean inside and out and in good working order.
- h. All cabinets, drawers, and closets must be emptied and wiped out.
- i. Wipe down all walls, baseboards, and blinds with appropriate cleaner.
- j. Walks, deck and stairs outside the unit must be clean.
- k. Shower/Tub enclosure(s) are to be scrubbed and rinsed clean.
- l. All garbage inside and out must be removed from the premises (contact your trash provider to schedule an early pickup). Any personal items left behind will be considered abandoned and dealt with according to Section 3.2.

Any questions concerning these cleaning instructions or the Security Deposit needs to be submitted in writing and will be answered by the Landlord.

By initialing below, you acknowledge and agree to the terms in Section 1.

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2. Responsibilities

2.1 CONDITION OF THE PREMISES, LIABILITY/INDEMNITY

a. As of the commencement of this Lease, the Tenant acknowledges that the Tenant has examined the Premises and is satisfied with the condition thereof, notwithstanding that there may be some minor items of repair which may be disclosed pursuant to the provisions below. **Taking possession of the Premises is conclusive evidence to the fact that the Premises are in good order and satisfactory condition, including without limitation, except as noted in the Move-In Condition Report. The Tenant agrees to accept the Premises "as is" and that no warranty or guarantee is expressed or implied by Landlord or Landlord's rental agent.** Tenant understands that neither the Landlord nor Landlord's rental agent is responsible for damages to Tenant's person or personal property due to fire, theft, pests, water damage, wind and/or other casualty caused by the condition of the Premises, or other Tenants or occupants of the building in which the Premises are located. Tenant agrees to indemnify, defend and hold Landlord and Landlord's rental agent harmless from and against any claim for loss or

damage to persons or property of the Tenant or his/her guests, whether from theft, accident or otherwise, unless such loss or damage is a result of the intentional acts of Landlord. Tenant is hereby advised by Landlord to purchase renter's insurance for all personal property.

b. Move-In Condition Report. Tenant shall provide a Move-In Condition Report to Landlord of existing condition, damages, and defects within (7) seven days of possession, the day keys are picked up. The report may be found in your move-in bag or on our website, upon picking up keys. Any items left in the home must be left in the home at move out, (i.e. hoses, sprinklers, garage door openers to name a few examples). **Tenant may include pictures with the report, but will only be accepted at the time checklist is turned in and will only be accepted by flash/USB drive or CD (emailed photos are not accepted).** It shall be subject to Landlord's approval and then is to be attached and made part of this Lease. If no report is returned and received by Landlord in the time specified, the Premises shall be declared free of any damage or defect, and Tenant agrees that it shall be conclusive proof that no prior damages or defects existed. The Premises and all items therein provided under this Lease will become Tenant's full responsibility pursuant to the terms herein.

c. Mold and/or Mildew. The Landlord/Owner has no knowledge of any damp or wet building materials and/or mold or mildew contamination. To minimize the occurrence and growth of any future mold in the Premises, Tenant hereby agrees to the following:

1. Moisture accumulation. Tenant shall remove any visible moisture accumulation in or on the Premises, including but not limited to, walls, windows, floors, ceilings and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence. (Note: Mold can grow on damp surfaces within 24-48 hours.)

2. Proper ventilation. Tenant shall regularly allow air to circulate in the Premises. Tenant shall use bathroom fans (where present) while showering or bathing. Tenant shall use kitchen exhaust fans (where present) whenever cooking or dishwashing and keep climate and moisture in the Premises at reasonable levels. If no fan is present, the Tenant shall open the window to allow air circulation. Tenant will contact Landlord if window locks are needed. Tenant is advised to keep all large furniture (dressers, sofas, armoires, etc.) at least one inch from wall to allow air to circulate behind the item, and to avoid blocking or covering any of the heating, ventilation or air conditioning ducts in the unit.

3. Cleanliness. Tenant shall clean and dust the Premises regularly and shall keep the Premises, particularly kitchen and bath, clean. Regular vacuuming, mopping, and use of a household cleanser to clean hard surfaces is important to remove household dirt and debris that harbor mold or food for mold.

4. Notification of Landlord. Tenant shall promptly notify Landlord in writing of the presence of the following conditions:

a. A water leak, excessive moisture or standing water inside the Premises.

b. An overflow from bathroom, kitchen or laundry facility.

c. A water leak, excessive moisture or standing water in any common area.

d. Mold or mildew growth in or on the Premises that persists after the Tenant has tried several times to remove it with household cleaning solution such as Tilex Mildew Remover or Clorox, or a combination of water and bleach.

e. A malfunction in any part of the heating, air-conditioning or ventilation system, including, but not limited to, bathroom and range fans in the Premises.

5. Liability. Landlord cannot be held liable for health issues or personal property damage due to unreported conditions. Tenant shall be liable to owner for damages sustained to the Premises and for damages sustained to the Tenant's person or property as a result of Tenant's failure to comply as provided herein.

d. Lead. Lead-Based Paint Disclosure (Rentals)

Attachment to Residential Lease or Rental Agreement for the Property known as:

<<Unit Address>>

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 for each violation.

Disclosure for Target Housing Rentals and Leases

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure to Tenant and Real Estate Licensee(s)

(a) Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.

(b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Landlord has knowledge of lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(c) Records and reports available to Landlord (check one box below):

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____

Tenant's Acknowledgment (Initial Below)

(d) Tenant has read the Lead Warning Statement above and understands its contents.

(e) Tenant has received copies of all information, including any records and reports listed by Landlord above, if any.

(f) Tenant agrees to receive the pamphlet "Protect Your Family From Lead in Your Home" upon receipt of keys.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

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2.2 INCLUSIONS/EXCLUSIONS

The following appliances are included in the Lease and shall be repaired or replaced by the Landlord as needed:

<<Appliances Included>>

REFRIGERATOR ICE MAKERS AND/OR WATER LINES TO REMAIN DISCONNECTED (IF APPLICABLE)

The following items are not part of the Lease, they are there only for the convenience of Landlord, and Landlord is not responsible for their repair or replacement (if left blank does not apply):

«Items NOT part of Lease will not repair or replace»

Such items may be removed at any time by Landlord, without incurring any liability to Tenant. Tenant shall not, however, damage, abuse, misuse or dispose of such items and they shall also be returned to Landlord at the end of the Lease, normal wear and tear excepted.

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2.3 UTILITIES AND SATELLITE DISHES

Utilities that are included or that are split and /or billed back to your tenant ledger are listed as follows: (IF BLANK / NONE LISTED - utility set-up and payment is the responsibility of Tenant which may include and not be limited to electricity, gas, water, wastewater, trash etc.; please check with My House, Inc.)

<<Utilities Included>>

If utilities are split, Landlord pays them and bills Tenant their percentage on their monthly statement. Tenant agrees to pay with the next month's rent. Landlord reserves the right to adjust the split based on usage.

If utility is not listed above, utility will be the responsibility of the Tenant, and must be set up in Tenant's name(s). My House Inc., prefers if you submit account numbers to our leasing office for set up verification.

Shared Wi-Fi interruptions are not the responsibility of the Landlord.

An additional charge of \$35 (per occurrence) for additional management time may be assessed to cover extra costs of handling of any utility service that is not connected by the first day of this Lease term or if disconnected and Landlord is billed during the term. If HOA or Landlord provides cable and/or internet services, then Tenant shall pay for any upgrades to cable and/or internet services beyond what is provided by HOA or Landlord and Landlord is not liable for any service interruptions. Any additional services brought into the home are strictly the responsibility of the Tenant and Landlord is not responsible for ensuring services are in working condition. Tenant will be responsible for any and all damage to the property that may be a result of the service added and may also be responsible for costs associated with returning the home to the original condition when Tenant(s) moved in, **NO SATELLITES OR DISHES CAN BE INSTALLED ON THE ROOF OR EXTERIOR OF ANY BUILDING, THEY MUST BE POLE MOUNTED IN AN APPROVED AREA.**

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2.4 NO SMOKING

Smoking of any kind is not permitted inside the Premises. If smoke odor of any kind is present, Tenant is responsible for the cost of professional cleaning, including but not limited to painting or replacement of any walls, floors, ceilings, windows, carpeting, or window coverings. If it is determined that you have been smoking in your unit you may be evicted for a substantial violation of your Lease and you will be charged a \$300.00 fine.

X **VOID**

2.5 PET RESTRICTIONS

No animals of any type shall be permitted on the Premises, not even to visit, without the prior written consent of Landlord. In order for pets to be added to the lease, a request from the Tenant must be made in writing. Once pet is approved by Landlord, a Pet Addition Amendment must be signed by all Tenants, Co-Signers and/or Parent Guarantors before pet will be allowed in the home. Additional management time and document fees will be assessed per Paragraphs 3.5 and 3.10 c. Further, if at any time during the term of this Lease any pets are being kept, as determined by the Landlord, other than those permitted pursuant to this Lease, Landlord may elect to increase the total amount of monthly rent the Tenant pays for the entire term of this Lease by 20% for each pet. Landlord may presume any pet not listed in this agreement is a stray, and may report or deliver it to the appropriate agency as prescribed by law. Such an election by Landlord to increase rent shall not preclude Landlord from treating this as a breach of this agreement and electing to terminate this Lease or the occupancy of the Tenant. My House seeks to provide tenants with all rights guaranteed under Federal and Colorado law, including but not limited to applicable standards of the Colorado Fair Housing Act and the Federal Fair Housing Act.

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2.6 PET(S)

Tenant(s) agree to abide by all Local Laws in relation to the pet; including but not limited to the City of Fort Collins Leash Law and Licensing requirements for pets. Additionally, pets shall be kept on a leash and under Tenants' supervision when outside the dwelling or Tenants' private fenced yard area. **Landlord is in no way responsible to provide a fence of any kind, nor to provide fence repairs of any kind. The enclosure of tenant(s) animals is their sole responsibility.**

Tenant(s) agree to pay for any damage caused by the pet to the interior or exterior of the premises, including, but not limited to, the grounds, flooring, walls, trim, and finishes. The Tenant(s) will be held financially responsible for restoring the property to its original (pre-lease) condition. My House Property Services may require contracted professionals to test pet stains with a black-light to ensure stains have been removed and/or test for fleas and ticks and treat as necessary. If restoration to any of the damaged items is not possible, (i.e. stains, severe scratches, etc.), the Tenant(s) agree to pay the full expense of replacement costs.

a. Pet droppings shall be immediately removed from the yard and/or premises and disposed of properly. If Landlord arrives at any time and finds pet droppings, Landlord is free to remove pet droppings at tenant's expense. Tenant(s) agrees to immediately reimburse Landlord for all pet waste expenses incurred.

b. Tenant(s) will provide adequate and regular veterinary care, ample food and water, and will not leave pet unattended for any undue length of time. Tenant(s) will prevent pets from engaging in behaviors creating excessive noise at a level that disturbs neighbors and roommates, (i.e. barking, whining, scratching, jumping, and running).

c. If there is reasonable cause to believe an emergency situation exists with respect to the pet, and if efforts to contact the Tenant(s) and/or emergency caretaker are unsuccessful, My House Property Services may contact the local animal control authority and assist its staff with entering the Tenant(s) property to address the animal's needs. Examples of an emergency situation include suspected abuse, abandonment, fire or other disaster, or any prolonged disturbance. If it becomes necessary for the pet to be boarded or any other steps taken for the pet's safety, all costs incurred will be the sole responsibility of the Tenant(s).

d. Tenant(s) is solely responsible for any neighborhood issues, or any other liability associated with the pet and agrees to mitigate the issue within 24 hours of notice from Landlord. My House Property Services will not be held liable for any injury to any person or damage to property of any kind whatsoever caused by the Tenant(s) pet.

e. All parties to this amendment indicate guarantors/co-signers are liable for any damages or issues related to their pets/service animals/ESA's.

By initialing below, you acknowledge and agree to the terms in Section 2.

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3. Policies and Procedures

3.1 MAINTENANCE BY LANDLORD

Any repairs or maintenance which Landlord authorizes and agrees to pay for, shall be paid for or reimbursed by the Tenant if it is later determined that such repairs or maintenance were authorized by Landlord due to inappropriate actions or misinformation by the Tenant. **Any delay in repair shall not release Tenant from any obligation for paying rent when due.** Landlord has the right to shut off equipment when necessary for repairs and Landlord is not responsible for damages caused by disruption of services, unless willfully caused by Landlord. Landlord agrees to respond to all maintenance requests promptly.

If notice has been given to Tenant for maintenance and Tenant changes the locks or denies entry for any reason, there will be a **\$50.00** trip charge. Additionally, no employee of My House, Inc. will enter the Premises if a minor child is in the Premises without an adult present. If My House, Inc. or any of its agents/vendors are unable to enter the Premises due to this situation a **\$50.00** trip charge will be charged to the Tenant.

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3.2 ABANDONMENT OF PERSONAL PROPERTY

The Tenant hereby grants Landlord the authority to declare that any personal property is abandoned property if such personal property has been left on the Premises immediately after lease expires and Tenant has vacated. The Tenant specifically authorizes Landlord to dispose of such personal property in whatever manner the Landlord deems appropriate. Tenant agrees that Landlord shall not be liable in any way for any destruction, conversion or disposition of such personal property. Tenant assumes fees associated with disposal of such items.

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3.3 SALE OF PREMISES

In the event that the Premises are sold, transferred or otherwise conveyed, Landlord or any subsequent owner may elect to terminate this Lease as of the date of sale or at any time thereafter. However, such election will require that the Tenant be given at least

days' written notice prior to the date of termination. Upon such sale, Tenant agrees to look solely to the successor owner, or said owner's agent, broker or manager, as the case may be, for satisfaction of all claims relating to Landlord's obligations hereunder, including for a return of any security deposit. Upon the transfer of title to the Premises to a subsequent owner, and subject to applicable Colorado law, Tenant agrees that Landlord shall be released from any further liability hereunder, and that the new owner shall thereafter become the new "Landlord" hereunder.

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3.4 ENTRY BY LANDLORD

Landlord, or Landlord's designated agent, shall have the right to enter the Premises for any reasonable purpose including but not limited to inspecting the Premises for damages or needed repairs or improvements, making repairs or improvements, exhibiting the Premises to prospective Tenants, purchasers, or lenders. **Tenant understands that Landlord usually will commence showing the Premises to prospective Tenants 180 or more days before the expiration of the term, but may show the Premises to prospective Tenants, purchasers, or lenders at any time.** Such entry may be made without prior notice if Landlord reasonably believes that an emergency or lease violation exists, such as fire or a broken pipe, smoking, unauthorized pet or unauthorized occupant and that immediate entry is required. Landlord may enter for any other reason after giving a minimum of 24-hour notice. Such notice may be given by email, phone, text, by leaving a message to any one (1) Tenant on an answering machine, by delivery of a written note, or otherwise.

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3.5 ASSIGNMENT/AMENDMENT/NOTICE TO VACATE

The Tenant may assign this Lease, commonly referred to as a sublet, to another person only upon the advance written consent of Landlord, which consent may not be unreasonably withheld. **Any household with a current balance above \$0.00, including a balance with any utility company, will not be approved for any lease changes.** If all occupants request an assignment it will be at the discretion of the Landlord if it is done via Notice to Vacate or Assignment. Any such assignment shall not relieve the Tenant from continuing liability for rent or other obligations under this Lease. As a condition for Landlord to consider any such assignment, Tenant shall first tender **\$350.00** as a service charge, or for Notice to Vacate Tenant shall first tender **\$350.00** as a service charge (for each individual for which approval is sought) **to be kept by Landlord in the event such assignment is requested.** This fee is due prior to commencing re-leasing efforts, and should be considered neither a lease contract cancellation fee nor a buy-out fee. Tenants seeking to assign their lease must have prior written approval from the Landlord for all advertisements to ensure accordance with the Federal Fair Housing Law. Before approved, any prospective Tenant must submit a rental application form supplied by Landlord (available on our website, www.myfortcollinshome.com), must qualify, and must agree to be bound by the terms and conditions in this Lease before such Tenant shall acquire any rights hereunder. Landlord shall have no responsibility to refund any portion of any rent or damage deposit to any Tenant assigning rights hereunder; all payment adjustments shall be made between the existing/departing and prospective Tenants. **All other Addendums, lease changes, will be assessed a \$150.00 fee per document.** If document is not returned within the time frame allotted, additional management time will be assessed to bring you into compliance, per the lease.

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3.6 MOTOR VEHICLES

Tenant agrees that any abandoned, unlicensed, derelict, inoperable and/or wrongfully parked vehicle parked on the Premises may be towed off the Premises by Landlord or Landlord's hired agent at the vehicle owner's or Tenant's expense. Vehicles must be parked on improved surfaces in legal spaces. Tenant further agrees not to store and/or park any trailer, camper, boat or other similar recreational item on the Premises without the prior written consent of Landlord. Tenant agrees not to store and/or park any commercial or public vehicle under any circumstances. Parking and/or bike permits may be mandatory. Those properties requiring parking permits be displayed in your vehicle in order to park in permitted lot, have signage in the parking lots stating parking permits are required.

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3.7 KEYS

At move-in Tenant will be given keys for all locks which can be duplicated. For safety, locks are re-keyed after every Tenant vacates the Premises. **Tenant agrees to a re-key charge upon vacating which may include mail box keys.** Landlord retains the right to charge Tenant for additional locks requested by Tenant in excess of those in normal use. **Tenant shall not change or install additional locks without the**

advance written consent of Landlord. A lock out fee of **\$50.00** shall be due and payable to Landlord for responding to your second lock-out call. Tenant understands that if Landlord is not available, Tenant must contact a locksmith at his or her own expense, to open the door they may not however change the keys. If the mail receptacle is owned by the property owner, mail keys may be requested from the Landlord. If mail receptacle is owned by the USPS, Tenant agrees to take lease to the USPS and have keys made at the Tenants expense. The Landlord is not liable for any issues gaining access to the mail/mail receptacle.

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3.8 NO PARTY ZONE VIOLATIONS

At Landlord's sole discretion, Landlord may place a sign in the front of Tenant's Premises stating "No Party Zone, Move Along Please" and sign may be required to remain visible for the remainder of the lease term. Said sign will be placed by Landlord after verified reports of noise ordinance violations or complaints from any third party regarding Tenant's behavior. If cited by the City of Fort Collins Police Department for a Noise or Public Nuisance Ordinance violation, at Landlord's sole discretion Tenant may be subject to eviction. If cited with a Public Nuisance Ordinance violation, Tenant can be charged management time, as described in Paragraph 3.10, subsection C of lease agreement and a fee of **\$300.00**.

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3.9 SUBSTANTIAL VIOLATION

Based on the Landlords sole discretion, should any Tenant commit a Substantial Violation, landlord reserves the right to terminate tenancy of one (1) or more of the tenants (individually or collectively). Substantial Violations include, but are not limited to, violent and antisocial criminal acts that are increasingly committed, any series of acts by the tenant or any guest or invitee who endangers the person or willfully and substantially endangers the property of the Landlord, any co-tenant or any person living on or near the premise, constitutes a violent or drug-related felony, brandish a weapon, or misuses a weapon in any way, such act shall be considered a Substantial Violation of the Lease. Tenant may be evicted upon notice of this Substantial Violation, but Tenant shall be liable for any and all payments remaining under the Lease. The eviction of one (1) Tenant shall not alter or diminish the liability of those Tenants remaining in possession of the Premises under the terms of the Lease.

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3.10 OTHER OBLIGATIONS OF THE TENANT

The Tenant shall:

- a. Make no alterations, installations, repairs, or redecoration (including painting or wall papering of any kind) to the Premises without first obtaining the prior written consent of Landlord. Any approved (or unapproved) leasehold improvements made by Tenant shall become the property of the Landlord and shall otherwise inure to the benefit of the Landlord. Notwithstanding the foregoing, the Landlord may require Tenant, at Tenant's sole cost and expense, to remove such improvements at the expiration of this Lease and return Premises to its condition at the commencement of the Lease.
- b. Keep the apartment/ condo/ house and grounds (whichever applicable) in a clean, safe and sanitary condition. **Yard maintenance (not refuse cleanup) is the responsibility of the** «LAWN Responsibility». It is the responsibility of Tenant, to water the lawn to a level that maintains a green coloring or as outlined by watering restrictions, if they exist. Any damage to trees, shrubs, and lawn due to Tenant's action or negligence will be repaired or replaced entirely at Tenant's expense. Tenant will pay such charges immediately upon presentation of the bills by Landlord. In the event that the yard is not being properly watered by the Tenant, Tenant shall receive one (1) written warning from Landlord before My House or a professional maintenance service of their choice is retained at the expense of the Tenant. Tenant shall be cooperative and responsive to any Notices received from the City of Fort Collins or other government agencies relating to property maintenance. Further, Tenant shall be responsible for any and all fees or other costs for non-compliance. Unless snow removal is the responsibility of the Landlord or HOA, Tenant shall remove snow within 24 hours of cessation of snowfall, off sidewalk or walkway, and keep sidewalks and walkways clean and clear of all refuse. Tenant shall provide snow shovel.
- c. Abide by all rules and regulations in effect at the time of signing this Lease (a copy of which is attached to and made part of this Lease) and such amended rules or regulations which Tenant assents to in writing. Any lease violations will result in charges up to **\$75.00**/hour for additional management time spent addressing these issues.

- d. Place garbage and refuse in their proper containers.
- e. Refrain from acts which create noise that unreasonably disturb the neighbors. Tenant specifically agrees, that any time spent by Landlord as a result of such acts or practices may be charged to the Tenant on an hourly basis extraordinary management fees (as defined in paragraph C above) and be subject to the No Party Zone Violation, as seen in paragraph 3.8.
- f. Abide by all governmental laws and regulations and not use the Premises for any purposes prohibited by law, covenants of the subdivision or area, or restrictions to the title to the property.
- g. Use a minimum of small nails to hang pictures and personal effects and accept responsibility for damaged caused, if any.
- h. **Give prompt notice to Landlord of any maintenance or repairs required, in writing.** Landlord shall be contacted via email at myhouse@myfortcollinshome.com or through tenant portal in advance for approval before any maintenance is performed.
- i. Test smoke and Carbon Monoxide alarms on the Premises at least once a month to assure they are working properly, replace any batteries as often as necessary, and immediately report any defects to Landlord.
- j. Tenant shall not store or hang rugs, towels, wash, or other such items on railings or other portions of balconies, terraces, walkways or patios. Balconies, terraces, walkways, and patios, shall not be used to store furniture, equipment, trash, miscellaneous junk or debris. Any such items deemed improperly stored or hung by the Landlord, City of Fort Collins, County of Larimer or otherwise, will be removed at the expense of the Tenant. Outdoor furniture and plants are acceptable.
- k. Place no waterbeds or large aquariums on the Premises, unless prior to occupancy, Tenants obtain the express written consent of Landlord and provides to Landlord written proof of insurance acceptable to Landlord.
- l. Tenant shall adhere to any additional rules or regulations stipulated by the Homeowner's Association.
- m. All non-emergency issues or questions, during and after the term of this Lease, shall be communicated via Email at: Myhouse@MyFortCollinsHome.com or through the tenant portal. For fire emergencies please call 911. For after-hours maintenance emergencies please call 970-689-8803 for instructions. Any after-hours maintenance emergency call that is deemed not an emergency, or caused by damage will be charged back to the Tenant.
- n. If any obligation or responsibility stated above is neglected, omitted, or otherwise not kept by the Tenant, Landlord may act with prior notice for and on behalf of the Tenant. Such notice may be given by email, phone, leaving a message on an answering machine, delivery of a written note, or otherwise. Landlord may incur expenses as may be reasonable and necessary to fulfill Tenant's obligations, and will be reimbursed by the Tenant for such expenses. Landlord is under no obligation to act on the behalf of the Tenant.



3.11 RULES AND REGULATIONS

- a. No animals or pets of any kind shall be kept on harbored in or about the Premises, unless amended on to the Lease. If pets are permitted, then pet droppings shall be promptly removed from the yard or Premises, and disposed of properly or Tenant agrees to immediately reimburse Landlord for all pet waste expenses incurred.
- b. Tenants, their families or guests, shall have regard for the peace and comfort of other Tenants and neighbors in the building or dwelling and will not engage in the following activities: loud or obnoxious conduct, including unreasonable odors; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including the other parties to this Contract) in or near the Property or Premises, including unreasonable foul language, including unreasonably hostile communications with the Landlord or its representatives; possessing, selling, or manufacturing illegal drugs or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by Colorado Law; discharging a firearm in on or around the Premises or Property; displaying or possessing a gun, knife, or other weapon in a way that may alarm others; conduct which results in the issuance of a nuisance letter or notification from any governmental agency; soliciting business or contributions; using the premises for other than residential use; storing anything in closets having gas appliances; tampering with utilities; bringing hazardous materials into the Premises or Property; and using candles or kerosene lamps.
- c. Tenants must keep the Premises and yard in a clean and sanitary condition. Yards and driveways may not be used for any purpose that will create an unsightly appearance.
- d. No large nails, screws, tacks, etc., shall be used to hang pictures, mirrors, and decorative items on the walls. Use only picture hooks. No holes are allowed in any ceiling.
- e. Toilets, sinks and washbasins are to be used only for the purpose for which they are intended. Sewer lines that become clogged due to Tenant's misuse are the Tenant's responsibility. FOR EXAMPLE: DO NOT FLUSH TAMPONS, PAPER TOWELS, Q-TIPS, OR DIAPERS.
- f. All leaking faucets, toilets and/or other defects in the Premises and appliances not in working order shall be reported promptly to the Landlord. Tenants are responsible for any and all blockages to the garbage disposal.

g. All garbage is to be placed in proper garbage containers. If pets are permitted, then pet droppings shall be promptly removed from the yard or Premises, and disposed of properly.

h. Keep the thermostat set to a temperature that maintains at least 60 degrees in the home during winter months (including vacation absences) to prevent pipes from freezing. Be sure to disconnect outside hoses during cold weather. Frozen pipes caused by Tenant neglect are the responsibility of the Tenant. Tenant agrees not to store flammable or hazardous materials by the furnace or any other heat source.

i. Beer kegs are not permitted on the Premises under any circumstances.

j. Tenant(s) shall not cultivate marijuana on the Premises.

k. Tenant(s) agree to not burn wood or anything else in the fireplace or backyard fire pits (if applicable).

h. Parties shall designate one Tenant as household contact to facilitate communications between Landlord and Tenant(s). The designated contact person agrees to convey communications from Landlord to the other Tenant(s) of the residence in a timely manner.

i. Tenant is not allowed on the roof under any circumstance as it poses a safety concern.

Any Tenant in violation of the above stated rules may be considered to be in breach of the Lease, and is subject to termination or eviction.

The Landlord reserves the right to periodically make such changes to these Rules and Regulations as deemed to be necessary. Tenant shall be given any new rules in writing, via mail, email, or notices posted to doors.

By initialing below, you acknowledge and agree to the terms in Section 3.

X  VOID

4. General Clauses

4.1 GENERAL PROVISIONS

a. Attorneys' Fees, Costs, Damages, and Interest. The prevailing party shall be responsible to pay any reasonable attorneys' fees and costs associated with enforcement of any provision of the Lease and any issues raised to which the landlord may have to address through litigation or through any governmental agency. In addition to the reasonable attorneys' fees and costs, the Tenant and Co-Signer/Parent Guarantor shall also compensate the landlord at the rate of **\$75.00** per hour for any time spent by the landlord in addressing issues related to Tenant's failure to abide by its covenants contained in this Lease Agreement. Additionally, should Landlord be awarded any judgment against Tenant for violation of the covenants contained in this Lease,

b. The Landlord shall be entitled to interest on said judgment at the rate of 1 1/5 % per month until paid. In all events where possession of this Lease is terminated by reason of a default of the Tenant hereunder, the Tenant shall remain responsible for all rent, utilities, and other costs for maintaining the property until the expiration date of the Lease. **Tenant shall be liable for charge of one month's full rent to cover the cost of marketing the premise for new prospective Tenants to fill the vacancy caused by the early termination of possession by reason of Tenant's default. The Tenant in addition shall be responsible for \$75.00 for costs if Landlord is required to serve the Tenant with a 10-day notice, even in such instances where Tenant ultimately cures the default.** The remedies provided herein shall be cumulative and shall be in addition to and not exclusive of any other remedies under available under Colorado law. (If it is necessary to turn your account to a collection agency for collection you hereby agree to pay any and all fees associated with such collection)

All parties to this agreement irrevocably waive any and all rights to trial by jury in any legal proceeding arising out of or related to this agreement. All parties affirmatively state that they have considered the implications of this waiver and that such waiver is made voluntarily.

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4.2 ADDITIONAL CLAUSES

a. Severability. In the event any portion of this Lease shall be found invalid or unenforceable, the remaining provisions shall continue to be valid.

b. Related Parties. The City of Fort Collins code permits not more than three (3) unrelated adults and not more than two (2) unrelated adults and their children to occupy a single family dwelling, pursuant to section 29-132. Tenant acknowledges this requirement. A violation does not void or alter this Lease.

c. Binding Nature of Agreement. The Tenant understands that the execution of this Lease entails an important decision that has legal implications. The Tenant acknowledges that he/she has not received any advice from Landlord, but that Landlord has advised Tenant to seek his/her own legal advice regarding the execution of this Lease.

d. Waiver. No assent on the part of Landlord, expressed or implied, to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or of any continuation of such breach.

e. Joint and Several Liability. **All parties agree that they are jointly and severally liable for their obligations under this Lease.** Each Tenant agrees that Landlord's requests and notices to any Tenant constitutes notice to all Tenants and occupants.

f. Agent Acting for Landlord. Tenant understands that from time-to-time Agent may act for and on behalf of Landlord. Any rights exercisable by the Landlord herein may be exercised by Agent or any other agent on behalf of Landlord.

g. **Entire Agreement/Amendment. This Lease contains the entire agreement between the parties relating to the transaction contemplated hereby and all prior contemporaneous agreements or understandings, oral or written, are merged herein. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.**

h. Headings. Captions in this Lease are inserted for convenience and reference only and do not define, describe or limit the scope or the intent of this Lease or any of the terms hereof.

i. Jurisdiction of Venue. The parties hereto, and any persons guaranteeing any performance hereunder, agree that any legal action brought concerning this Lease or any dispute hereunder shall be brought only in the courts of Larimer County, Colorado, which shall have exclusive venue and jurisdiction over any state action.

j. Guarantor / Co-Signer forms become part of the Lease when completed, if this Lease is renewed by Tenants, Guarantor / Co-Signer forms shall be extended for the length of the renewal period.

k. Electronic Delivery. As an alternative to physical delivery, any document, including a signed document or written notice, may be delivered in electronic form by the following indicated methods: Facsimile, E-mail, Internet and Text Message. Documents with original signatures will be provided upon request of any party.

IN WITNESS WHEREOF, the parties hereto have executed this Residential Lease as of the date set forth next to their name below.

By initialing below, you acknowledge and agree to the terms in Section 4.

X 

5. Sign and Accept

5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept Lease Agreement and addenda. You will receive a copy in your tenant portal contract for your records and may request a printed copy.

X  _____
Lessee

Date Signed

X  _____
Lessor

Date Signed

INFORMATION ONLY