

Greg & Cindy Whitehead
 PO Box 2008
 Fort Collins CO 80522
 (970) 690-4053

LEASE AGREEMENT

_____, (RESIDENTS)
 Agree to lease from Greg Whitehead (Management) the property located at

_____, Colorado, upon the following terms and conditions,

1) Management acknowledges receipt of the sums Payable prior to Occupancy

	Total Due Prior to Occupancy	Received	Date and Check #	Balance Due
Rent for 1 st Month				
Pet Additional				
Security Deposit				
Non- Refundable Pet Deposit				
Processing Fee				
Other				
Total				

2) The Term of this lease shall begin at 12 noon on _____, _____ and shall end at 12 noon on _____, _____. If there is a delay in delivery of the residence, rent shall be charged on a daily basis. If Management / Owner is unable to deliver the Premises to Resident on or before the commencement of the Lease as set forth above, for whatever reason, including a previous resident's failure to vacate. Management/ Owner shall not be in default hereunder. In any such event, Resident agrees to accept possession of the Premises at such time as management/ Owner tenders the Premises to Resident with appropriate rent pro- rations. Resident waives any right to collect damages as a result of Management/ Owner's failure to deliver the Premises on the date specified. Resident agrees they are renting the property "AS IS and that no warranty or guarantee is expressed or implied by Management/ Owner, and no other promises or changes will be made unless specified in writing.

3) The Resident(s) agree to pay \$ _____ per month in advance for rent, being a total of \$ _____ for the term of the lease. Rent shall be due on the 1st of each month and a late fee charged (\$25.00 for the first day delinquent and \$5.00 each day thereafter). Any rent not received by the Management/ Owner on or before the first shall be delinquent. A charge of \$25.00 may be made to cover the extra cost of handling any Non-Sufficient Fund (NSF) checks. NSF checks are considered DELINQUENT and late fees will be assessed on a per day basis from the 1st of the month. Following the return of any check, the Resident shall make all payments under the Lease with a certified check or money order only. Residents will submit (1) check per household per payment period or a \$10.00 per additional check processing fee will be assessed.

4) Rent shall be made payable to: Cindy Whitehead
 PO Box 2008
 Fort Collins CO, 80522
 (970) 690-4053

5) The Damage/ Security deposit of \$ _____ shall be due and payable upon signing this lease. Residents can not take possession of the property unless the full security deposit is paid. It is understood that the Deposit is held by Cindy Whitehead Properties in a Security Deposit Trust Account in accordance with the rules and regulations of the Real Estate Commission.

6) NOTICE: Residents are required to notify Greg or Cindy Whitehead of their desire to renew the lease or give notice to vacate by March 15, _____. A new lease must be negotiated and signed by April 15, _____. The lease DOES NOT continue on a month to month basis. If no new lease is negotiated or notice to vacate has been given, Residents understand that Management/ Owner usually will commence showing the Premises to prospective Residents 120 or more days before the expiration of the lease term, but may show the Premises to prospective Residents, purchasers, owners, or lenders at any time. If entry can't be gained to the property, or any part thereof, due to a pet not being removed or secured, or for any other reason, there will be a \$50.00 fine per incident. The Residents understand that if a full thirty (30) days notice

from the first of the month is not given by the residents, the following month's rent will be due and payable in full. Residents also understand holding over beyond the notice move-out date without prior approval or a new lease will result in a \$200.00 per fine starting at noon on the lease end date. If the Residents fail to take occupancy or should vacate the premises for any reason prior to the agreed date without an approved sublease or paying the full lease amount, the Security deposit will be forfeited and the entire rental amount due for the term of the lease shall be accelerated.

- 7) In event of a sublease/ re-let, Residents are responsible for all showings and advertising costs, and rent differential, if applicable. All subleases/ re-lets must be approved by the Management/ Owner. Residents will not be eligible for a deposit refund if the new sublease does not pay a full deposit, or does not sign a new lease, or we have not received a full two months rent from the sublease. Resident shall not be relieved of responsibility or further liability for rent prior to the signing of a new lease accompanied by a full deposit. Residents will be subject to \$250.00 administrative fee for processing the paperwork. There will be a \$100.00 fee charged for each change in room-mates. The Management reserves the right to commence subleasing efforts if it is deemed to be in best interest of Resident and/or Owner. The sublease fee is neither a lease contract cancellation fee nor Buyout and does not release Resident from their obligations under this lease if those efforts are unsuccessful and/or new renters fail to execute the lease and pay monies due under the lease such as the security deposit.
- 8) The residence is: Not _____ Partially _____ Fully _____ Furnished (Inventory sheet attached) and includes the following appliances: Refrigerator _____ Stove _____ Dishwasher _____ Washer/Dryer _____. The washer/dryer and window coverings are provided as a courtesy and convenience to the Residents and Residents are responsible for all repairs of the washer/dryer and window coverings. The blinds and washer/dryer are for the Residents use and convenience and are not under warranty by the Manager/Owner. Resident agrees to maintain said items at Resident's own expense and return them in good working condition. In the event of the necessity for major repairs, Manager/Owner may elect to remove these objects from the premises without replacing them. Manager/Owner is not responsible for food loss due to refrigerator malfunctions or any damage to personal property due to malfunction of any other appliance.
- 9) The Resident(s) shall arrange for and be responsible for the following utilities and services within one business of taking possession: Water/Sewer _____ Gas _____ Electricity _____ Phone (if desired) _____ Trash Pick up _____ Cable (if desired) _____ Lawn Maintenance _____ Snow Removal _____ Phone backer wire service _____

For any utilities not in the Residents name there will be a penalty of \$20.00 per day. Other utilities not checked or otherwise specified shall become the responsibility of the Owner. The Residents also acknowledge that they must cancel service upon vacating the residence. Resident is responsible for all utility cost throughout the lease end date even if they leave prior to lease expiration date. Residents understand that not providing proof of utility payments could delay the security deposit refund beyond sixty (60) days. Residents are solely responsible for their own utility charges. If Residents elect not to add the phone backer wire service agreement with the phone company, Management will not be responsible for any wiring problems related to the phone service. All repairs to phone line will be at the Residents expense.

- 10) No pet will be permitted on the premises, not even to visit, without completion of the pet portion of this lease, a signed Pet Addendum and the receipt by the Management/Owner of an additional pet fee. If at any time during the term of this lease any pets are being kept other than those permitted pursuant to the Lease, Management/Owner may elect to increase the total amount of monthly rent the Resident pays for the entire term of this Lease by 10% for each pet. A \$25.00 fine will be assessed for each unauthorized pet and for each violation. Such additional rent payment shall be due with the monthly rent. Such election by Management/Owner to increase the rent shall preclude Management/Owner from treating this as a breach of this Lease and electing to terminate the Lease or the Occupancy of the Resident. Additionally, by signing this agreement, Resident has agreed that the Management/Owner or Animal Control may remove without notice, and put up for adoption ANY unauthorized pets found on the premises, or any pet reported to be a nuisance or vicious.
- The following pet: _____ will be allowed with a \$ _____ non-refundable pet fee.

- 11) Residents shall be given one set of keys and have permission to make additional copies at their own expense. Management/Owner will also have a set of keys secured in a lock box on the premises for the purpose of letting service/repair into the residence when necessary. (Should the Resident ever lock themselves out of the residence, we will give out the combination for Resident to gain access to the lockbox in order to gain access to the residence. The combination will then be changed to remain secure) Anyone desiring to change the locks, add additional deadbolts, chains or door viewers may do so at their own expense, with the Management/Owner permission, and copies of new keys must be provided to the Management/Owner. Any additions must remain upon terminating of this lease. The original keys provided and any additional keys made must be returned at the end of the lease term. If keys are not returned, rent will be charged for changing the locks. **Residents must contact a locksmith at his/.her own expense if you get locked out.**

- 12) The Damage/Security deposits will be refunded within sixty (60) days upon moving out at the lease expiration date provided that the terms and conditions of the lease have been adhered to and the residence and ground are returned in the same condition as when rented, except for normal wear and tear. Residents are responsible for having the carpets PROFESSIONALLY CLEANED upon move- out. Residents must provide a valid forwarding address. Residents must make arrangements for payment of their final utility bills. Residents will be liable for any damage caused to the residence or furnishings. The deposit does not limit liability of the Residents and retention of said Deposit shall not prevent management from recovering additional damages. Any unpaid charge (e.g. late fees, check charges, maintenance bills...) may be deducted from the deposit at the end of the lease. Residents shall not apply the deposit to any rent payments. Management/Owner cannot be held liable for delays in security deposit refunds if Residents fail to provide a valid forwarding address, or have unpaid bills, or charges. Only one refund check per unit will be issued. If the Residents wish to have separate refund checks, there will be an additional administrative charge of \$10.00 per additional check.
- 13) A Move- in Inspection report has been provided and must be returned to the Management/Owner within TWO days after move- in. If this form is not returned, the residence will be deemed to be in excellent condition and will be required to be the same upon vacating. Management does not have to accept an inspection that is late or inaccurate. Residents must make an appointment for no later than 12:00 noon on the Lease End Date for a Move- out Inspection, at which time ALL cleaning, moving, etc... must have been completed. For each additional move- out inspection required, there will be an additional \$50.00 Charge. If move- out is not done prior to 12:00 noon, Residents will be charged an additional \$200.00 in rent, unless move- out time was agreed upon in advance with the Management/Owner.
- 14) No repairman shall be hired by the Residents at Owner's expense without the approval of the Management/Owner, unless in extreme emergency. Management shall maintain the right to enter the premises to make repairs at our convenience upon Resident's request for maintenance. Resident accepts the residence "as- is" unless otherwise stipulated in writing under the provisions of this lease. No demands can be made to prevent enforcement of this lease agreement that were not previously agreed upon in writing. Any maintenance deemed to have been caused by the Residents or Resident's family or guest(s), shall be at the Resident's expense, and shall be paid within five (5) days of receipt of the bill. Failure to report maintenance items in a timely manner that result in additional damages to the property may bring liability for damages to the Resident due to not reporting maintenance promptly.
- 15) Residents agree to keep and, at the end of the term, return the residence, grounds and fixtures therein in a clean and sanitary condition and in good repair.
 - a. Residents are required to keep all vehicles in good operating condition and good repair. All vehicles must have a current license and registration. Any out of date, unlicensed, unregistered vehicles or inoperable vehicles will be posted with a tow notice and towed at the vehicle owner's expense. NO maintenance of vehicles is allowed on the premises, except changing tires.
 - b. Residents are required to check and maintain the smoke alarms, or other safety devices and are responsible for replacing batteries of the safety devices twice a year. Any malfunction should be reported to the Management/Owner. Residents may not disconnect or disable the smoke detectors and will be held liable for any loss or damage from fire, smoke or water if that condition arises from Resident's failure to report malfunctions- in writing.
 - c. Residents shall be responsible for replacing furnace filters and maintaining fireplace and wood stove chimneys. Residents of single family homes are required to clean the gutters. Any damages caused by poor drainage from poor gutter maintenance will be the responsibility of the Resident(s).
 - d. Manager/Owner will not replace any screen doors or screens. Any screen doors or window screens that are damaged during occupancy will be repaired or replaced at the expense of the Resident(s).
 - e. All clogged drains, toilet, sewer lines are the sole responsibility of the Resident(s) to pay for and must be paid at the time of repair, unless said stoppage is a result of structural defect or root growth in the main sewer line.
 - f. Resident(s) must use a minimum of small tacks or nails to hang personal effects and accept responsibility for the damage caused, if any Residents must not patch or putty nail holes at move- out, or use any tape, molly bolts, sticky hooks, poster putty to hang pictures. Management/Owner will provide, for a cost, upon move- in, devices designed for wall hangings, posters, mirrors, etc. that are easily removable with out damaging the painted surface.
 - g. Residents agree to keep the premises heated 24 hours a day to at least 60 degrees Fahrenheit and to keep cabinet doors and closet doors open so that heat will circulate around the water pipes during severe cold weather. Residents agree to disconnect all outside hoses during the months September through May to prevent freezing of the hose bib. Residents will be held liable for damages caused by broken water pipes due to violating the above requirements.

- 16) Management/Owner may enter the residence during reasonable hours and without notice for inspection, repairs, display to owners or prospective residents, or for maintenance and improvements. Management/Owner may enter at any time if it is deemed there is an emergency which must be taken care of to prevent loss of life or property.
- 17) The Residents are responsible for their own contents/ renter insurance and are hereby advised to purchase renter's insurance for all personal property. Management/Owner cannot be held liable for damages to the Resident's personal property on the premises as a result of fire, theft, pests, water damage, wind and or any other casualty caused by the condition of the Premises, or other residents or occupants of the building in which the premises are located. Residents agree to indemnify, defend and hold the Management/Owner harmless from and against any claim for loss or damage to person(s) or property of the Residents or his/her guests, whether from theft, accident or otherwise. Management/Owner shall not be liable for injury to Resident, Resident's family, guests, or any person entering the residence, building, or property in which the residence is a part.
- 18) Residents agree that no more than _____ people shall occupy the residence. No other occupants may reside on the premises other than those named on the application and in the Lease. Any occupant who resides longer than ten (10) days must be included on the lease. If any additional person should occupy the premises without written permission of Management/Owner, management may elect to increase the amount of rent due monthly by 20% for the entire term of the lease without precluding Management/Owner from treating this as a breach of the Lease.
- 19) Residents agree that the residence shall be used for residential purposes only. The residents shall not be used in violation of any applicable laws or ordinances nor as to interfere with resident's quiet enjoyment. Residents, resident's family, and guests agree to adhere to any rules and regulations that may be inherent to the property, which include condominium association rules, covenants and governing doctrines, and which may be changed by the Management/Owner during the term of this Agreement.
- 20) Failure of Management/Owner to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of their right to act on any violation. If any provision of the Agreement is invalid under applicable law, such provision shall be in effective to the extent of such invalidity only, without invalidating the remainder of this Agreement.
- 21) If either party institutes legal action under the Agreement, the prevailing party shall receive reasonable attorney's fees in addition to court and other costs. All remedies under this Agreement, or by law or equity, shall be cumulative.
- 22) It is understood and agreed that each Resident signing this Rental Agreement is liable for the full amount of any financial obligations herein and it is further agreed that each and all of the resident(s) signer herein are jointly and severally liable for any and all financial obligations.
- 23) If a property includes a yard, it shall the Resident(s) sole responsibility and expense to maintain the yard in an acceptable condition. This shall include but not be limited to watering, mowing and trimming the edges and bushes. Pulling weeds and keeping branches picked up. If the yard has a sprinkler system, the Management/Owner will take care of the start-up, maintaining and winterizing the system. Management/Owner will cover only the portion of the water bill that is required for the yard and that only during the months that the sprinkler system is live. The Residents shall also maintain the residence grounds, patio, breezeway, and storage areas in good working order. Even if the mowing is conducted by the Management/Owner, the resident is still responsible for watering, controlling weeds, raking leaves- in a timely fashion. Leaves shall not be left on the ground through out the winter, but should be cleaned up in the fall as they are falling. Removing of trash and caring for trees and shrubs is the responsibility of the Resident(s). Any damage to trees, shrubs, lawn do to Resident's neglect will be repaired or replaced entirely at the Resident's expense. If Management/Owner feels that the grounds are not being maintained in an acceptable condition, they will notify the Residents of such fact and will, if not remedied within three (3) days, hire the work to be done at the Resident's expense.
- 24) If the property is vacated or abandoned by Resident(s), or if the Resident(s) shall be in default in rent due, Management/Owner may enter and remove all personal property from the residence, as provided by law, in order to exercise of Owner's lien. Permission is hereby granted to enter the residence for the purpose of enforcing a Landlord's lien under applicable State law. If the Resident abandons the premises or, upon legal termination of the lease agreement, has his/her personal effects remaining upon the premises, said belongings become the property of the Management/Owner, to be disposed of as he so chooses. At that time, the Management/Owner will change the locks on the premises, at Resident's expense, and may deny the Resident all further access thereto. Resident agrees that the Management/Owner shall not be liable in any way for any

destruction, conversion or disposition of such personal property. Management/Owner shall be entitled to collect all costs and expenses in removing and/or storing such property.

- 25) In the event of failure of Resident(s) to pay any rental due hereunder within five (5) days after the same shall be due then the Management/Owner, besides other rights or remedies it may have, shall have the right to declare this lease terminated and the term ended and/or shall have the immediate right of re- entry. Should the Management/Owner elect to re- enter, it may either terminate this lease or it may from time to time, without terminating this lease unless written notice of such intention is given to resident or unless the termination thereof is decreed by a court of competent jurisdiction.
- 26) It is understood that all monies received shall be applied first to non- rent balances owed, and lastly to rent owed. All monies received shall be in the form of personal check, cashiers check, money order or travelers check. Cash will NOT be accepted. Management/Owner assumes no responsibility for cash left in the Night Drop. Late rents will only be accepted in form of money order, cashiers check or travelers check.
- 27) Resident releases Management/Owner against all losses incurred by Management/Owner as a result of (a) resident's failure to comply with this agreement and the Rules and Regulations; (b) any damage or injury happening in or about the residence to Resident(s), Resident(s) guest or Resident's family or such person's property; (c) damage or loss about the residence or community caused by Residents, Resident's family or guest; (d) Resident's failure to comply with any requirements imposed by any governmental authority; and (e) any judgment, lien or other encumbrance filed against the residence as a result of Resident(s) action/inaction.
- 28) RESIDENT(S) HEREBY AGREE AND ACKNOWLEDGE THAT MANAGEMENT/OWNER SHALL NOT PROVIDE AND SHALL HAVE NO DUTY TO PROVIDE ANY SECURITY SERVICES TO RESIDENT(S) AT THE COMMUNITY. RESIDENT(S) SHALL LOOK SOLELY TO THE PUBLIC POLICE FORCE FOR SECURITY PROTECTION. Resident(s) agree and acknowledge that protection against criminal action is not within the power of Management/Owner. Management/Owner shall not be liable for failure to provide security services or for criminal or wrongful actions by others against Resident(s), Resident(s) guest or Resident's family/ relatives.
- 29) Resident(s) take responsibility for any violations of the City of Fort Collins "Nuisance Ordinance" and any other City Ordinance that pertains to single family dwellings and will be responsible and liable for all fines imposed if found in violation. Resident(s) will also act quickly to remedy the complaint, and agree to refrain from any activity that violates the City Ordinances. Additionally, if the property is identified as a nuisance and the City exercises it's right to evict/or restrict the Resident(s) from being on the property, the Resident(s) is still responsible for all rent due for the term of the lease or until a new renter is found. The nuisance ordinance relates to, but may not be limited to, cleanliness of the grounds, weeds, snow removal, mowing of grass, and noise or party violations. Resident(s) agree to pay for any bills from the City for violations of any kind for which the Resident(s) is responsible and liable.
- 30) BROKERAGE RELATIONSHIPS AND DISCLOSURE: Management/Owner duty is to the Landlord/ Owner.
- 31) Tenant acknowledges the receipt of the Disclosure of Information on Lead- based paint and Lead- based paint hazards form, and the EPA pamphlet "Protect Your Family From Lead In Your Home" which is hereby attached to this Lease, if applicable to the property.
- 32) NO SMOKING OR INCENSE BURNING is allowed on the premises at any time. If smoking/ incense odor or damages occur, Resident(s) will be liable for all costs to clean, replace window coverings and paint to remove the odor and other damages as is necessary.

33) ADDITIONAL PROVISIONS

Resident(s) Signature(s)

Date

Management/Owner Signature
