



Equine Boarding Agreement

1. PARTIES AND DWELLING.

Property Manager: Matt Helfrich
4985 Seton Place
Colorado Springs, CO 80918

Barbara Witt & Carlton Cornish
10255 Walker Road
Colorado Springs, CO 80908

Tenant(s): _____

Co-Signor(s): _____

The Property Manager Leases to the Tenant(s):

Dwelling Address: 10255 Walker Road, Colorado Springs, CO 80908

The statements and representations made by Tenant in applying for the Dwelling have caused the Property Manager to enter into this Agreement, and if any of these statements and representations should be false or misleading, it shall be considered a substantial breach of the Property Managers Rules and Regulations and of the terms and conditions of this Lease Agreement, and Property Manager may terminate this Lease Agreement and recover all costs and expenses incurred as well as possession of the demised Dwelling.

2. USE OF PROPERTY.

The Tenant may use the Dwelling only as a boarding facility for horses for himself / herself / themselves and the following horses:

- | | |
|-------------------|-------------------|
| - Name: | - Name: |
| - Breed: | - Breed: |
| - Age: | - Age: |
| - Color/Markings: | - Color/Markings: |
| - Name: | - Name: |
| - Breed: | - Breed: |
| - Age: | - Age: |
| - Color/Markings: | - Color/Markings: |

and none other. Tenant shall notify Property Manager of any changes in their address, telephone number or email address for the Dwelling and for emergency contacts immediately upon changing it.

No other occupants have been approved or are allowed without prior approval by Property Manager. It shall be deemed a breach of this Lease Agreement and a substantial violation of the Property Manager's Rules and Regulations if any other person(s) are found to reside in the Dwelling. Co-Signors assume all responsibility of this Lease but are not allowed to occupy the Dwelling. Visiting Co-Signors require prior approval by Property Manager. Guests and Co-Signors approved to visit by Property Manager may not stay longer than two weeks. Tenant may request extensions of guest stays but Property Manager is not required to grant extensions.

3. TERM.

The initial term of this Lease begins on _____ at 3:00 PM and ends / expires on _____ at **10:00 AM**. The Property Manager is not responsible if the Property Manager cannot give the Tenant possession of the Dwelling. If the Property Manager cannot give possession within 30 days after the starting date, the Tenant may cancel this Lease as its only remedy against Property Manager.

Tenant agrees at the Expiration Date to peacefully surrender and deliver the Leased Premises to Property Manager. In the event Tenant retains possession of the Leased Premises beyond the Expiration Date and continues to pay rent, and if Property Manager accepts such rent without any express written agreement



as to such holding over, Tenant shall be deemed a month-to-month tenant subject to the terms and conditions set forth in this Lease, as applicable. In the event of such a continuation on a month-to-month basis, this Lease may then be terminated by either party giving thirty (30) days written notice prior to the end of the rental month, and Property Manager may, at Property Manager’s option, increase the rent for any such holdover period by giving Tenant thirty (30) days written notice prior to the end of the rental month. The rental month shall begin with the due date of the monthly rent. Nothing contained herein shall be construed as requiring Property Manager to accept any rent tendered by Tenant after the Expiration Date, or to permit Tenant to hold over. In the event Tenant holds over without the written consent of Property Manager, this Lease shall not be deemed renewed, Tenant shall be deemed to be illegally retaining possession, Tenant and Tenant’s property shall be subject to eviction and removal by any means permitted by applicable law, and Tenant shall be liable to Property Manager for an amount equal to three times the rental rate in effect immediately prior to the expiration or termination of this Lease for the entire period of any such holdover. Such amount shall be considered liquidated damages for the loss of use of the Leased Premises during such holdover period. No such holding over and no acceptance by Property Manager of payments of such liquidated damages shall be construed to extend the Term of this Lease. Further, the above-described liquidated damages are solely for the loss of use of the Leased Premises during the holdover period, and Tenant shall be and remain liable to Property Manager for all other harm arising as a result of such holdover, including, but not limited to, attorneys’ fees, court costs, and the loss of a new tenant or a prospective purchaser of the Leased Premises, and Property Manager may exercise all other rights and remedies available at law, in equity, or by statute or otherwise.

If Property Manager and Tenant agree to a new Lease Term, Tenant shall incur a \$50.00 administrative lease renewal fee upon signing the new Lease.

4. RENT.

- A. The Tenant agrees to pay the Total Monthly Rent as depicted in Table 4.1., Line 4.1.1., as rent for the initial term. The first months prorated rent and Security Deposit as depicted in Table 6.1., Line 6.1.4. are due upon the signing of this Lease by Tenant. First and last month’s rent shall be prorated based on lease start and end dates.
- B. **RENT IS DUE ON THE 1ST OF EVERY MONTH OR MAY BE PAID IN ADVANCE. If rent is not paid in full by the 10th of the month, the Tenant shall pay a late fee in the greater amount of \$50 or 5.0% of the Total Monthly Rent, as depicted in Table 4.1., Line 4.1.6.**
- C. **No cash, personal checks, or money orders.** Property Manager requires that all Rental payments and additional fees be made through Zelle or Venmo. Fees subject to change without notice. All amounts that may be due and payable to the Property Manager from the Tenant pursuant to this Lease Agreement may be collectible in any court of law with competent jurisdiction.
- D. **Returned or Non-Sufficient Funds (NSF) Fee.** In the event the Tenant makes a payment in any form and the payment is returned for any reason to include but not be limited to non-sufficient funds, Tenant shall pay an additional \$65.00 NSF fee.
- E. Tenant authorizes Property Manager to report any past rent, damages, utilities, or other costs owed by Tenant to a credit reporting agency. Tenant understands this reporting could affect Tenant’s ability to obtain credit or credit for future housing. Tenant also understands the Property Manager may turn delinquent accounts over to a collection agency for further action.

Table 4.1. Monthly Rent		
4.1.1.	\$	As Base Rent for the Dwelling
4.1.2.	\$	For Garage / Carport / Storage
4.1.3.	\$	For Electricity
4.1.4.	\$	For Garbage (Flat Rate)
4.1.5.	\$	Other
4.1.6.	\$	Total Monthly Rent



5. UTILITIES.

Tenants are financially responsible for the following utilities **EXCEPT**:

(X) Water / Waste Water () Electricity (X) Gas () Garbage

- A. Tenant shall be responsible for a portion of the utilities for the Dwelling, including, but not limited to water / waste water, electricity, gas, garbage, storm water fees, cable, and phone. Tenant is advised that some utility companies will not allow Tenant to place some or all utilities in the Tenant's names and the Utility will bill the Property Manager for the same. Property Manager will bill the Tenant in arrears for these utilities. The following utilities are to be established in Tenants own name directly with the provider - Internet, phone, garbage.
- B. Electricity will be billed under section 4 based on agreed estimated usage and is subject to change based on actual usage patterns.
- C. The Property Manager's responsibility for supplying any utility is subject to:
 - a. Availability of such utilities at the Dwelling.
 - b. Interruption in service of such utilities caused by acts or conditions beyond Property Manager's control.

6. SECURITY DEPOSIT.

The Tenant shall deposit an amount equal to the Total Security Deposit as depicted in Table 6.1., Line 6.1.4., with the Property Manager, which will be held at Air Academy Credit Union 9810 North Union Boulevard, Colorado Springs, CO 80924 in a noninterest bearing Escrow account.

- A. At no time will Tenant be allowed to use Security Deposit for the payment of rent. Tenant shall pay all monies necessary to maintain the Security Deposit balance as depicted in Table 6.1., Line 6.1.4.
- B. Property Manager has the right to apply any rent money received from the Tenant toward the Tenant's Security Deposit to keep the Security Deposit balance at 100% as depicted in Table 6.1, Line 6.1.4., that would cause the actual rent to be in arrears if a deficiency exists.
- C. Property Manager will conduct a walk-through of the Dwelling to note any damages or failure by Tenant to adhere to the terms of this Lease. Any cleaning or repairs needed to the Leased Dwelling, after vacating, will be billed as a Tenant expense and will be deducted from the Security Deposit.
- D. Rent must be current and paid in full.
- E. Keys must be returned to Property Manager at Property Managers address before or at expiration of this Lease as specified in the TERM provision of this Lease. A \$50.00 fee shall be deducted from the Security Deposit for rekeying locks. If keys are not delivered to Property Manager and rekeying locks costs more than \$50.00, Tenant shall bear the additional cost. This provision includes all applicable keys, mail keys, garage remotes, key cards, key fobs, parking passes, pool passes, etc. provided to Tenant(s).



- G. Security Deposit(s) will be refunded to the Tenant(s), less any applicable deductions, within 60 days of vacating the Dwelling to the last known address of the Tenant(s) after all of the following conditions are satisfied:
 - a. Written Notice to Vacate, explained in NOTICE TO VACATE provision of this Lease, must be submitted.
 - b. Tenant must return Dwelling in the same condition as it was upon taking possession less normal wear and tear.
 - i. Complete all repairs to the Dwelling.
 - ii. No personal property / furniture / trash of any kind may be left in the Dwelling. At the end of this Lease, any property that is left shall be deemed abandoned, of no value, and may be disposed of at the Tenant's expense at Property Manager's sole discretion.
 - iii. Conduct a final cleaning by following the Move-Out cleaning checklist.

Table 6.1. Security Deposit		
6.1.1.	\$	()x Monthly Base Rent
6.1.2.	\$	Animal Security Deposit
6.1.3.	\$	Garage / Carport / Storage Security Deposit
6.1.4.	\$	Total Security Deposit

7. RENTERS INSURANCE.

- A. Tenant shall be required to obtain a Horse Renters Insurance policy with minimum personal liability coverage in amount of \$100,000.00 per occurrence, which names Property Manager as additionally interested parties. All Tenant names must be listed on the policy.
- B. Tenant agrees to hold both the Property Manager, Managing Agent, and their employees harmless from suit due to personal injury by the Tenant, Tenant's family, or Tenant's guests while in the Dwelling or on the grounds.
- C. Proof of coverage shall be provided to Property Manager prior to taking possession of the Leased Dwelling and such coverage may not be terminated during the Term of this Lease without notification to Property Manager. Property Manager shall be named beneficiary to the Renter Insurance policy.
- D. In the event that Tenant has not obtained Renters Insurance, with appropriate minimum coverage, prior to taking possession or if Tenant's policy lapses while possessing the Dwelling, Property Manager may, at their discretion, terminate the Lease or obtain a Renters Insurance policy in Tenant's name, at Tenant's expense, with the minimum coverage amount specified above. Additionally, if Property Manager receives a cancellation of Renter's Insurance notice during the Term of this Lease Agreement for any reason, Tenant will be fined \$50.00 per occurrence.
- E. Tenant is hereby advised that Property Manager is not responsible for the loss of Tenant's personal property or other damages that Tenant may suffer such as lost work or time as a result of destruction of the Dwelling, criminal activity, act of god, or other causes Property Manager has no control over. Any loss suffered is the sole responsibility of the Tenant. Tenant shall be responsible for any "contents" type coverage on contents owned by Tenant. Property Manager shall not be liable for loss of food due to malfunction or breakdown of refrigerator or freezer under any circumstances.

8. MONEY RECEIVED ORDER OF APPLICATION

Payments made to Landlord shall be applied in the following order: Security Deposit, Rent, Utilities, Maintenance Charges, Check or Insufficient Funds Charges, Service Charges, Eviction Charges, Attorney Fees, all other charges, and Late Fees. Landlord's application of charges in a different order than above shall not constitute a waiver of landlord's right to apply future payments in the order specified above. Any and all monies which become due from Tenant shall constitute Rent, except for late charges, and shall be considered additional Rent due.



9. NOTICE OF ADDITIONAL FEES AND FINES.

The Tenant is hereby notified of these additional Fees and Fines that may develop during the Term of this Lease Agreement.

- A. Amendments to an existing Lease Agreement after Tenants have taken possession shall incur a \$65.00 fee. Examples of Amendments include but not limited to adding or removing Tenants (Application Fee not included), adding or removing Pets, etc.
- B. If Property Manager posts a Demand Notice For Compliance on Tenants Dwelling, Tenant shall be fined a \$65.00 posting fee per occurrence with the exception for non-payment of Rent. If a reinspection of the Dwelling is required, Tenant will incur an additional \$65.00 Inspection Fee per occurrence.

10. NOTICE TO VACATE.

- A. Tenant is legally obligated to fulfill the terms of this Lease through its entire duration.
- B. Tenant must provide written notice to the Property Managers.
 - a. *End of Term Tenancies*: At least sixty (60) calendar days prior to the date that Tenant intends to vacate the Dwelling.
 - b. *Month-to-Month Tenancies*: At least thirty (30) calendar days prior to the date that Tenant intends to vacate the Dwelling.
 - c. *If Tenant intends to break the Lease* and vacate the Dwelling prior to the end of the expiration of the term, Tenant shall perform the following terms:
 - d. Notice to Vacate form shall be received by Property Manager at least thirty (30) calendar days prior to the date that Tenant(s) intends to vacate the Dwelling.
 - e. A Lease Break Fee equal to the Total Monthly Rent, as defined in Table 4.1., Line 4.1.6., must be paid in full, in conjunction with submitting written Notice to Vacate, in order to be considered accepted and valid.
 - f. The Tenant's remaining thirty (30) calendar days in the unit begins the day the Lease Break Fee is paid **and** the office accepts the document, not the date listed on the notice.
 - g. When all requirements are met, Tenant(s) will be eligible for refund of Security Deposit per the SECURITY DEPOSIT provision of this Lease.

C. NO ASSIGNMENT OR SUBLEASE.

The Tenant may not sublease the Dwelling, assign this Lease, or utilize the Dwelling as a Short term or vacation rental.

12. EVICITION.

- A. The Property Manager may evict the Tenant if Tenant does not comply with all of the terms of this Lease Agreement and for all other causes allowed by law.
- B. The Property Manager reserves a right of reentry in the event the Tenant breaches or violates any term, covenant, or condition of this Lease.
- C. The Tenant will be responsible for all costs and expenses incurred with court fees, attorney fees, Property Managers administrative fees, re-entering, re-leasing, cleaning, and repairing the Leased Dwelling.
- D. In the event the Dwelling is vacated and monies are owed to the Property Manager for damages, unpaid rent, or legal fees, the Tenant will be responsible for the cost of Collection and related fees, either with or without legal action being pursued.
- E. IF THE TENANT IS SUCCESSFUL IN ANY ACTION OR SUMMARY PROCEEDING ARISING OUT OF THIS LEASE, THE TENANT SHALL RECOVER ATTORNEY'S FEES OR EXPENSES OR BOTH FROM THE PROPERTY MANAGER TO THE SAME EXTENT THE PROPERTY MANAGER IS ENTITLED TO RECOVER ATTORNEY'S FEES OR EXPENSES, OR BOTH AS PROVIDED IN THE LEASE.



13. **ABANDONMENT.**

- A. In the event Tenant vacates or abandons the Leased Premises prior to the termination of this Lease, Tenant authorizes Property Manager and Broker, at Property Manager's option, to re-enter and re-rent the Leased Premises for the benefit of Tenant WITHOUT EFFECTING A TERMINATION OF THIS LEASE. All expenses incurred by Property Manager in re-renting the Leased Premises, including a charge for Property Manager's time expended in such re-renting, shall be borne by Tenant. It is expressly understood and agreed that Tenant's obligation to pay the rent shall continue for the full term of this Lease, notwithstanding any such re-rental of the Leased Premises.
- B. **ABANDONED DWELLING.** At the Property Manager's sole subjective discretion, the Dwelling is considered abandoned by the Tenant upon mutual consent of the Property Manager and Tenant, or unless the Dwelling unit has been abandoned by the Tenant, as evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by the Tenant, or the extended absence of the Tenant while rent remains unpaid, any of which would cause a reasonable person to believe the Tenant had permanently surrendered possession of the dwelling unit, or removal or willful termination of the utilities.
- C. **ABANDONED PROPERTY.** Upon the termination of this Lease or upon vacation or abandonment of the Leased Premises by Tenant, any personal property left by Tenant on the Leased Premises or surrounding area will be considered abandoned property. Tenant agrees that Property Manager may, at Property Manager's option, immediately remove any such abandoned property and place it in storage at Tenant's expense, or dispose of such property in any manner that Property Manager deems proper. Any property stored at Tenant's expense will be disposed of without further notice to Tenant thirty days from the date of removal of such property from the Leased Premises.

14. **CARE OF THE UNIT & PREMISES.**

- A. **DWELLING IS AS-IS.** The Tenant has examined the Dwelling, including the living quarters, all facilities, furniture and appliances, and is satisfied with its present physical condition and accepts the Leased Dwelling "As-Is" and Property Manager makes no promises with respect to modifying the Dwelling that is the subject of this Agreement.
- B. **APPLIANCES.** The following appliances are included in the Dwelling (check all that apply):
 Refrigerator Range Wall Oven Stovetop Dishwasher
 Microwave Range Hood Washer Dryer Other _____
- C. **HVAC.** If Dwelling has an HVAC / Furnace, at Tenants expense, Tenant is responsible for replacement of filters. Failure to maintain these requirements will result in a \$85.00 fine for each violation. It will be the Property Managers or assigned agents sole subject discretion if the filters were replaced during the most recent replacement dates. **Furnace Filters shall be replaced on or within 14 days prior to the following dates: February 15th, May 15th, August 15th, and November 15th and Tenant shall mark the date the filter was installed on the filter itself.** Upon Tenant request, Property Manager will maintain filters for \$85.00 per visit.
- D. **SMOKE & CARBON MONOXIDE ALARMS.** The Tenant is responsible for testing each smoke detector and carbon monoxide detector monthly, replacing batteries when necessary and report any defect(s) to the Property Manager. The Tenant may not disconnect or disable in any way, the smoke detector(s) or carbon monoxide detector(s). Failure to maintain these requirements will result in a \$65.00 fine for each violation and Tenant must pay all costs to replace batteries or repair damage caused to the smoke detector(s) and carbon monoxide detector(s).
- E. **EXTERIOR MAINTENANCE.** Tenant is responsible for maintaining the exterior (including fences, porch, and deck) of the Dwelling and general care for all lawn, trees, shrubs, or other landscaping or appurtenances presently on the property. For properties with a sprinkler system, Tenant agrees to coordinate with the Property Manager to have the system winterized in the Fall and re-charged / activated in the Spring. Any damage that occurs to the sprinkler system caused by freezing temperatures or frozen pipes is the responsibility of the Tenant and any / all repairs will be charged to next month's rental charge as rent. In the event Tenant does not care for the exterior lawn and landscaping, after ten (10) days written notice by Property Manager, Property Manager shall have the right to perform said care and add the cost of said care plus a \$65.00 fine to next month's



rental charge as rent. Failure to pay for the full rental charge plus said lawn / yard charges shall be considered a breach of the Lease. The Property Manager shall be under no duty to perform said care. Tenant responsibility on all multi-family properties shall be to their designated areas.

- F. **FREEZING TEMPERATRES.** The Tenant is responsible for the following during freezing temperatures:
- a. When there is a danger of freezing, it is Tenant's responsibility to disconnect hoses from outside hose connections. Property Manager is not liable for Tenant's negligence.
 - b. Tenant is responsible for leaving the heat on and set to a minimum of 55 degrees on any day where the temperature may dip below 40 degrees.
 - c. Tenant shall trickle interior faucets during extreme freezing temperatures at the request of the Property Manager.
- G. **SNOW REMOVAL.** Snow removal on said Dwelling shall be the sole responsibility of Tenant. Failure to take care of this may result in a minimum charge of \$100.00 or actual cost of snow removal, whichever is greater, per instance. In the event someone falls or gets hurt as a result of snow and ice removal not being done, Tenant agrees to take all responsibility and indemnify and hold harmless the Property Manager from any costs or damages that may occur as a result of not removing all snow and ice.
- H. **MAINTENANCE REPORTING AND REPAIR REQUESTS.** The Tenant agrees to maintain the Dwelling in a neat, clean, safe, and sanitary condition. Any request for maintenance or for any claim for repair pursuant to Colorado's Warranty of Habitability law must be given to Property Manager in writing.
- I. **TENANT SHALL MAINTAIN DWELLING.** The Tenant will take care of the Dwelling including all fixtures, walls, floor coverings, and appliances. In connection with Tenant's care of the Dwelling and its contents, Tenant shall pay for all repairs, replacements, and damages caused by the act or neglect of the Tenant, the Tenant's Dwelling members, their visitors, guests, invitees, contractors, agents, assigns and / or movers, and domestic employees.
- a. The Tenant is obligated to and must promptly report issues to the Property Manager relating to any defects in plumbing, fixtures, locks, windows, heating and cooling equipment, or any other part of the Dwelling or related facilities including, sewer and plumbing drainage problems caused by the Tenant, including frozen / broken pipes and damage caused by same. All water leaks, leaks from ceilings, floors, exterior, etc., even if it does not directly affect their living conditions, and if it is not their fault or doing.
 - b. Not reporting and following up on repairs will be considered gross negligence on Tenant's part and Tenant will be responsible for damage caused by gross negligence and subject Tenant to eviction on a Demand For Compliance.
 - c. Prior to making any repairs, Tenant must notify Property Manager in writing for approval and Property Manager will have a reasonable amount of time within which to make the repairs or to approve Tenant's own repairs.
 - d. Tenant may be responsible for plumbing stoppages.
 - i. The Tenant will not pour grease into the kitchen sink or dispose of feminine hygiene, diapers, or wipes of any kind in the toilet.
 - ii. In the event a plumber or maintenance technician is required to clear a stoppage, Tenant shall be responsible for all costs associated with stoppages that resulted from hair, items not meant for drains, feminine hygiene, diapers, or wipes of any kind.
 - iii. For Multi-Family Dwellings, in the event the plumbing stoppage cannot be traced to one Tenant then all costs for eliminating the stoppage and any damage caused by the stoppage shall be paid by all Tenants in the building equally.
 - e. No animals, including animals of visiting guests, shall be permitted inside or on the Dwelling at any time, unless Tenant has authorization for the animal in writing from the Property Manager.
 - i. Tenant must sign the Animal Addendum, pay additional Animal Deposit in full, and agree to monthly Animal Rent, BEFORE any animal is allowed in the Dwelling.
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- ii. Tenant will assume all responsibility and liability for the behavior and actions of the animal(s). Tenant assumes all responsibility for the cost of any damages, cleaning, replacements, or any other expense as a result of animal(s), including the collection of pet waste and removing odors.
 - iii. At the Property Managers request, the Tenant agrees to remove the animal permanently from the premises should they become a threat or a nuisance or if proper housekeeping is not maintained.
 - iv. Violations of the No Animal Policy will result in a \$500.00 fine per animal for each violation plus back rents and additional security deposits.
- J. **NO SMOKING.** Tenant agrees and acknowledges that the Dwelling to be occupied by Tenant and members of Tenant's Dwelling is a smoke-free living environment.
- a. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product, marijuana, or similar lighted product, to include vapes, vape pens, or vaping, in any manner or in any form.
 - b. Tenant and members of Tenant's Dwelling shall not smoke anywhere in the Dwelling rented by Tenant, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. Tenant will be fined \$65.00 per occurrence.
 - c. Tenant with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Property Manager does not assume any higher duty of care to enforce this Addendum than any other Property Manager obligation under the Lease.
 - d. All provisions of this section are applicable within 25 feet of the Dwelling.
- K. **TENANT MUST PREVENT MOLD.** Tenant acknowledges that it is necessary for them to provide appropriate climate control, keep the Dwelling clean, and take every measure to retard and prevent mold and mildew from accumulating in the Dwelling.
- a. Tenant agrees to regularly remove visible moisture accumulation on windows, walls, and other surfaces as soon as identified.
 - b. Tenant agrees not to block or cover any of the heating, ventilation, or air conditioning ducts in the Dwelling.
 - c. Tenant agrees to use ventilation while showering / bathing through the use of bathroom fans, open windows, or open doors.
 - d. **Tenant agrees to immediately report to the management office:**
 - i. Any evidence of mold or mildew-like growth that cannot be removed by simply applying a common house cleaner and wiping the area;
 - ii. Any evidence of a water leak or excessive moisture in the Dwelling, as well as in any storage room, garage, or shed;
 - iii. Any failure or malfunction in the heating, ventilation, or air conditioning systems (if applicable), or any inoperable doors or windows;
 - iv. Tenant further agrees that they shall be responsible for damages to the Dwelling and Tenant's personal property, as well as personal injury to Tenant or occupants resulting from Tenant's failure to comply with the terms of this paragraph.
- L. **AIR CONDITIONING UNITS.** No window mounted air conditioning units may be installed. The first violation of a window mounted air conditioning unit will constitute a warning through electronic communication and a reinspection. If the window mounted air conditioning unit is not removed during the reinspection or is a repeat violation, tenant will be fined \$65.00 per occurrence.
- M. **CARPET CLEANING.** If the Dwelling comes with carpeting:
- a. Annual Carpet Cleaning: Tenant agrees to have carpets cleaned, at Tenants expense, at least once every 12 (twelve) months by a professional carpet cleaning company and must provide Property Manager with a valid, paid in full receipt. If Tenant does not provide Property Manager with receipt upon the end of the 12th month, Property Manager shall give Tenant 10 (ten) Day Notice of Compliance. If Property Manager does not receive a receipt within 10 (ten) days, Property Manager shall have carpets professionally cleaned and bill Tenant for carpet cleaning expense and Tenant shall incur a \$65.00 fine. If animal(s) reside in the Dwelling, Additional Animal Cleaning service must be noted on the invoice. Emotional Support Animals or Service Animals are not an exception to this provision.



- b. Carpet Cleaning Upon Vacating: Tenant agrees to have carpets cleaned, at Tenants expense, within 5 (five) calendar days **prior** to vacating the Dwelling by a professional carpet cleaning company and must provide Property Manager with a valid, paid in full receipt. If Tenant vacates without having the carpet cleaned or without providing a paid in full receipt from a professional carpet cleaning company, Property Manager may deduct the cost of carpet cleaning from the Security Deposit and Tenant shall incur a \$65.00 fine. If animal(s) reside in the Dwelling, Additional Animal Cleaning service must be noted on the invoice. Emotional Support Animals or Service Animals are not an exception to this provision.
- N. **EXTERMINATION.** Upon written notice from the Property Manager, the Tenant is responsible for granting the exterminator access to the Dwelling and Tenant is fully responsible for complying with the instructions and directives of the exterminator, and emptying cabinets, drawers, closets, ensuring thorough extermination and treatments. Any infections or contagious diseases occurring in the Dwelling, which normally would be reported to the Board of Health, shall immediately be reported to the Property Manager. The presence of insects or vermin in the Dwelling shall likewise be immediately reported to the Property Manager, and the Tenant shall then fully cooperate and give the Property Manager and Property Manager's agent's access to the demised Dwelling in order to provide effective and timely pest control treatments.

The Tenant will be responsible for re-extermination of the entire Dwelling if proper extermination cannot be done because the Tenant failed to follow the instructions set forth in the Notice of Extermination letter. Should the Dwelling continue to suffer the presence of insects or vermin, the Tenant agrees to be held liable and responsible for paying all reasonable and necessary pest control and related abatement costs to re-treat the Dwelling. Failure by the Tenant to comply with any portion of this provision shall be considered a substantial breach of this Lease and will subject the Tenant to eviction proceedings.
- O. **AFTER HOURS EMERGENCY NUMBER.** Non-emergency calls to the Property Manager's emergency phone number after hours and / or on weekends or holidays may, at Property Managers discretion, result in a \$95.00 fine to the Tenant for the interruption. Tenant shall call the utility provider if a service is lost or if smelling natural gas call 911 or the utility service provider.

Emergencies that are within the ability of the Property Manager to resolve after hours are limited to:

 - a. Active water leaking out of a supply water line. EXCEPTION: Slow dripping water that is being contained and drained by a sink, toilet, tub, or shower.
 - b. Dwellings with one toilet where the toilet is non-functional and the Tenant has made every effort to restore the toilet's ability to function.
 - c. Loss of the Dwellings heat source at a time where the low temperature is to drop less than 50 degrees Fahrenheit.
 - d. LOCK OUTS: If Tenant is locked out of the Dwelling and requests assistance to gain access, Tenant will be responsible for all costs associated for a maintenance technician or independent locksmith. A maintenance technicians' cost is higher after normal business hours and Holidays. If a locksmith is utilized, the Tenant will incur any costs associated with repairing or replacing and rekeying the lock if the locksmith replaces or damages the lock.

15. PROPERTY OWNER COMMUNICATION.

Communication is allowed directly to property owner or property manager.

16. RESTRICTED ALTERATIONS.

The Tenant agrees to **NOT DO** any of the following:

- A. Change or remove any part of the appliances, fixtures, or equipment.
 - B. Install wall paper or contact paper in the Dwelling.
 - C. Attach awnings or window guards in the Dwelling.
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- D. Attach or place any fixtures, signs, or fences on the home or the grounds.
- E. Attach any screen doors, swings, or other permanent improvements.
- F. Install fans, heaters or air conditioners without approval.
- G. Place any aerials, antennas, or other electrical connections on the Dwelling.
- H. Drill, nail, or screw any objects into the walls, ceilings, partitions or floors without restoring at Move-Out. Tenant shall be liable for any damages and the cost of restoring same, to include painting.
- I. Have waterbeds or any type of water filled furniture at any time.
- J. Have a trampoline of any kind on the property.
- K. Have a pool of any kind on the property.
- L. Add a hot tub of any kind on the property.
- M. Aquariums greater than 20 gallons are not permitted.
- N. Fire Pits of any kind may not be built, created, or utilized if existing.
- O. Allow any mechanic's liens or other claims to be filed against the Dwelling and shall immediately remove any such lien or claim.

17. INTERRUPTION OF SERVICES.

The Property Manager is not responsible for any inconvenience or interruption of services due to repairs, improvements, or for any reason beyond the Property Manager's control. Tenant will not be entitled to any offset or abatement of Rent or Additional Rent by reason of inconvenience or annoyance, due to repairs, improvements or for any reason beyond the Property Manager's control. Property Manager will be under no liability to Tenant due to any discontinuance of heat, hot or cold water, or for the discontinuance of any other service caused by the handling of electric wires or lights, or plumbing. Property Manager will not be liable for loss or damage to property of Tenant caused by termites or other vermin, or by rain, snow, water or steam which may leak into or flow from any part of the Dwelling through any defect in the roof or plumbing or from any other source whatsoever, unless caused by gross negligence of Property Manager, its agents, or employees or otherwise; Tenant agrees to assume the responsibility of defending, at his / her expense, any claim which may be made against Property Manager by any person claiming the right to be in the Dwelling through or under the Tenant, and pay for any injury, loss, or damage to person or property from any cause whatsoever, unless caused by gross negligence of Property Manager, its agents, or employees.

18. PROPERTY MANAGER'S RIGHT OF ACCESS.

Property Manager shall have access to the Dwelling at all reasonable times for the following purposes: (1) to make all ordinary and emergency repairs and maintenance, including extermination; (2) for inspection to determine whether Tenant is complying with the provisions of this Lease; (3) for inspection to determine whether Tenant is making proper use of the Dwelling; (4) for inspection to assess damage after a casualty; (5) for inspection relative to insurance coverage or adjustment; or (6) to show the Dwelling to prospective Tenants, buyers, or mortgagees. Except in cases of emergency, Property Manager shall endeavor to provide Tenant with reasonable notice before making entry. **Reasonable notice shall be defined a minimum of 5 (five) hours and notice shall be in the form of electronic communication or a Notice to Enter placed in a conspicuous location.** If Tenant is at home, Tenant shall permit entry. If Tenant will not be at home during the scheduled entry, and Tenant has not furnished keys to Property Manager for all locks, Tenant shall furnish keys prior to the scheduled entry and have made arrangements for all animals permitted in the Dwelling. If Tenant denies entry at time of arrival or does not properly coordinate entry, Tenant will be responsible for any and all trip fees. Tenant is also responsible for an adult over the age of 18 to be present if there are children under the age of 18 at the Dwelling and responsible for any and all trip fees if Property Manager cannot access for this reason.

19. KEYS & ALARMS.

The Property Manager will keep a copy of the key for the Dwelling. The Tenant may **NOT** change the locks or install an alarm without written prior approval. If the Property Manager is prevented from entering the Dwelling in an emergency due to Tenant's behavior, including Tenant's changing a lock or



installing an alarm, the Tenant shall bear the costs of Property Manager's efforts to enter by force. In the event Property Manager enters by force in case of an emergency, Property Manager will not be liable for any damages to the Dwelling or to Tenant's property. It is the responsibility of the Tenant when they vacate their Dwelling to return all keys (Dwelling, mailbox or storage, if applicable), to the Property Manager.

20. UNINHABITABLE DWELLING.

In case the damage shall be so extensive as to render the Leased Dwelling uninhabitable, the rent shall cease until such time as said Dwelling shall have been put in repair, or the Property Manager shall have the option of terminating this Lease upon five (5) days written notice or the end of the month in which the catastrophic event occurred, whichever is greater. If the Property Manager shall decide to rebuild or demolish then the rent shall be paid only to the time of such destruction or damage and all interest of the Tenant in the Leased Dwelling shall terminate, and the Lease shall become void from such time. In the event that any question shall arise between the Property Manager and the Tenant as to whether or not repairs shall have been made with reasonable dispatch, due allowance shall be made for any delay which may arise in connection with the adjustment of the insurance loss, and for any delay arising out of what are commonly known as "labor troubles".

21. NO PERSONAL LIABILITY.

Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such Agreement being a primary consideration for the execution of this Lease by Property Manager, that there shall be absolutely no personal liability on the part of Property Manager, its members, officers, employees, agents, volunteers, vendors, successors, assigns, or any mortgagee in possession (for the purposes of this Section, collectively referred to as "Property Manager"), with respect to any of the terms, covenants and conditions of this Lease, such exculpation of liability to be absolute and without any exceptions whatsoever.

22. SUBORDINATION.

This Lease and the Tenant's rights are subject and subordinate to present and future mortgages on the Property, which include the Dwelling. The Property Manager may execute any papers on the Tenant's behalf as the Tenant's attorney in fact to accomplish this. The Tenant shall sign all papers needed to subordinate this Lease to any mortgage on the Property.

At the request of the Property Manager, the Tenant shall sign a letter stating that (a) This Lease has not been amended and is in effect; (b) The Property Manager has fully performed all of the Property Manager's Agreements in this Lease; (c) The Tenant has no rights to the Dwelling, except as stated in this Lease; (d) The Tenant has paid all Rent to date; and (e) The Tenant has not paid Rent for more than 1 month in advance.

23. INJURIES OR DAMAGE.

The Tenant is responsible for any injury or damage caused by the act or neglect of the Tenant, the Tenant's Dwelling members, visitors, invitees, contractors, suppliers, vendors, agents, assigns and / or movers. The Property Manager is not in any event or under any circumstances, responsible for any injury or damage unless due to the gross negligence of the Property Manager. The Tenant shall be responsible for any damage done to the demised Dwelling caused by or arising from the moving of the Tenant's furniture and possessions in or out of the said Dwelling and for the purpose of this Lease, such person, firm, or corporation as may actually move the Tenant's furniture and possessions shall be considered the agents for the Tenant.

24. DISPOSAL AND RECYCLING.

Tenant acknowledges and agrees they shall abide by all existing regulations, laws, and ordinances (as well as all future regulations, laws, and ordinances) respecting disposal and recycling of all materials and hazardous waste. Tenant's failure to do so shall constitute a breach of this Lease. Tenant is responsible for the payment of any fines and penalties imposed by any governmental authority due to the Tenant's failure to comply with this obligation. Further, Tenant shall pay a fine of \$65.00 to Property Manager in the event that



the Property Manager or its agents shall determine that Tenant is not complying with its obligations pursuant to this paragraph.

25. HOUSING CODE VIOLATIONS.

In the event Property Manager is assessed fines or penalties for a violation of any HOA (Home Owners Association) covenants, housing code ordinance, or law which is directly attributable to the acts or omissions of Tenant, Tenant shall be liable to Property Manager for the actual costs and expenses incurred by Property Manager.

26. CO-SIGNORS

Co-Signors assume all responsibility of this Lease but are not allowed to occupy the Dwelling. Visiting Co-Signors require prior approval by Property Manager.

27. COMPLIANCE WITH LAWS.

The Tenant must comply with laws, orders, rules, and requirements of governmental authorities and insurance companies that have issued or are about to issue policies covering this Dwelling and/or its contents. If the property is a part of an HOA, Tenant compliance relating to all bylaws and covenants is required.

28. NO WAIVER BY PROPERTY MANAGER.

The Property Manager does not give up any rights by accepting rent or by failing to enforce any term of this Lease.

29. EMINENT DOMAIN.

Eminent domain is the right of a government to take private property for public use. Fair compensation must be paid. If any part of the Dwelling is taken by eminent domain, either party may cancel this Lease on thirty (30) day's notice to the other. The entire payment for the taking shall belong to the Property Manager. The Tenant shall make no claim for the value of the remaining part of the Term.

30. HAZARDOUS USE.

The Tenant will not keep anything in the Dwelling that is considered dangerous, flammable, and explosive or might increase the danger of fire or any other hazard. The Tenant will cleanup any such materials and indemnify and hold harmless Property Manager, its officers, shareholders, employees, and affiliates from same, including, but not limited to the payment of any and all attorney fees, including compensation for in-house counsel time.

31. DRUG RELATED CRIMES.

Engaging in distribution, possession, or use of controlled substances in or on the Dwelling shall be deemed conclusively to impair the physical and social environment of the Dwelling and is a substantial violation of the Tenant's obligation to use the Dwelling "solely for residence by the family." It is also a violation of Colorado Housing Law. Tenant's violation of this rule shall be an immediate and incurable default of this Lease and shall be cause for eviction.

32. MARIJUANA.

Tenant shall not be permitted to, and shall not permit any family, visiting friends, dependents, guests, licensees, or invitees of Tenant to grow, produce, possess, consume, use, extract, smoke, or ingest any marijuana / cannabis products, or ingestibles containing marijuana or cannabis in any location in, on, or about the Dwelling; the foregoing prohibition to be absolute and without exception and shall include any growing, production, possession, use, or consumption pursuant to any medical use or medical prescription, or any medical, retail, or recreational marijuana activities that may otherwise be permitted under any local, state, or federal laws, rules, or regulations now or hereafter in effect. Tenant's violation of this rule shall be an immediate and incurable default of this Lease and shall be cause for eviction.



33. SIGNS AND ANTENNAS.

The Tenant may not put any sign or projection (such as a TV or radio antenna) in or out of the windows or exteriors of the Dwelling. Tenant may have a satellite dish but the installation of the antenna must not damage the exterior of the Dwelling, and the antenna may not be placed on the roof, siding, or deck, and must be free standing.

34. RULES & REGULATIONS.

The Tenant shall obey all the Property Manager's Rules & Regulations for the safety and cleanliness of the Dwelling and for the comfort and convenience of the neighbors.

35. MEGAN'S LAW STATEMENT.

Under Colorado law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in an area. In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor under Megan's Law and are unable to obtain such information for you. Upon closing / execution of the Lease the county prosecutor may be contacted for further information or you may obtain information on the Internet at www.registeredoffenderslist.org.

36. MOLD DISCLOSURE AND WAIVER.

Mold contaminants may exist in the Leased Premises of which Property Manager is unaware. These contaminants generally grow in places where there is or may have been excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding; these conditions may be identified with a typical home inspection. Property Manager recommends Tenant obtains a home inspection to better determine the condition of the Leased Premises. Neither the Property Manager nor the Property Manager's agents are experts in the field of mold contaminants. In the event suspect mold contamination is discovered, it is recommended that Tenant has a mold inspection performed, at sole Tenant's expense. The cost and quality of such inspections may vary.

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

37. CHARCOAL, PELLET, PORTABLE LP/NG-GAS GRILLS.

Liquid Propene or Natural Gas cooking equipment, such as barbecue grills or charcoal grills shall not be stored or used:

- A. Within any room or space of the Dwelling, including any garage or storage shed attached or detached from the Dwelling;
- B. Within 3 feet of any exterior wall;
- C. Within 5 feet, vertically or horizontally, of an opening in any wall; or
- D. Under any building overhang.

38. PARKING.

Parking at the general property surrounding the Dwelling is limited to the driveway, garage, or street immediately adjoining the property. Property Manager reserves the right hereunder to limit the number of vehicles that may be parked at the property at any one time. All vehicles shall be currently registered and in operating condition. Tenant and Property Manager agree that any abandoned, unlicensed, derelict, and / or inoperable vehicles parked at the Dwelling may be towed off the Dwelling by Property Manager at the vehicle owner's expense. Tenant further agrees not to store and / or park any trailer, camper, boat, or any other similar



recreational item or vehicle at the Dwelling without the written authorization of Property Manager. Tenant agrees not to store and / or park any commercial or public vehicle at the Dwelling under any conditions. Tenant further agrees not to make any repairs or change the oil on motor vehicles of any type while such motor vehicles are on or within 200 feet of the Dwelling unless agreed upon with Property Manager in advance.

39. END OF TERM.

A lock box may be installed up to 3 (three) months prior to the Lease expiration. Tenant will cooperate with showing of the Dwelling, perform basic housekeeping duties prior to showings, and will not in any way interfere with the showing of the Dwelling. During said 3 (three) month period, 3 (three) open houses may be held. **Failure to cooperate with showings will be considered a default of the Lease Agreement and possible forfeiture of Security Deposit may occur.**

40. VALIDITY OF LEASE.

If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in effect.

41. RECORDING.

This Lease may not be recorded.

42. INDEMNIFICATION.

Tenant hereby indemnifies, and shall pay, defend, protect, and hold Property Manager harmless from and against all liabilities, losses, claims, demands, costs, expenses (including attorneys' fees and expenses) and judgments of any nature, arising or alleged to arise from, or in connection with, any injury to, or the death of any person, or loss or damage to property on or about the Property arising from or connected with the possession or use of the Dwelling by Tenant, except to the extent Property Manager is compensated by insurance maintained by Tenant hereunder and except for such of the foregoing as arise from the gross negligence or willful misconduct of Property Manager, its agents, employees, or vendors arising or alleged to arise from, or in connection with, any injury to, or the death of, any person or loss or damage to property on or about the Property arising from or connected with the possession or use of the Dwelling by Tenant.

43. DEATH DURING LEASE.

- A. If a Tenant dies during the term of this Lease, then the deceased Tenant's interest in the Leased property terminates on the 40th day following written notice of the Tenant's death. The rent is required to be paid, up until the time of such termination. All furniture and personal belongings are to be removed and the Dwelling cleaned.
- B. Security Deposit will be returned within sixty (60) days of the end of the Lease if:
 - a. Rent and other charges remaining due are paid in full;
 - b. All conditions listed under Paragraph 6. of this Lease have been satisfied.
- C. If Tenant's personal property is not removed from the Leased property, the Tenant hereby directs the Property Manager to dispose of it without liability at Tenant's sole cost and expense.

44. ENTIRE LEASE.

It is understood that there are no oral Agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, Agreements, and understandings, if any, between the parties hereto or displayed by Property Manager to Tenant with respect to the subject thereof, and none thereof shall be used to interpret or construe this Lease. This Lease is and shall be considered to be the only Lease Agreement relative to the Dwelling between the parties hereto and their respective representatives and agents as of the date hereof. All negotiations and oral Agreements acceptable to both parties have been merged into and are included herein, and no modification of this Lease shall be effective unless the same shall be in writing and be signed by the parties hereto or, as the case may be, their respective successors or assigns.



Property Manager's rights and remedies under this Lease are in addition to, and not instead of any other rights and remedies provided by law. Property Manager may exercise any or all of the rights and remedies provided by law, as well as those provided under this Lease. In the event of any dispute, arbitration, or litigation between Property Manager and Tenant arising out of or in any way related to this Lease, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the non-prevailing party. If this Lease is signed on behalf of Tenant by more than one person, then the liability of the persons so signing shall be joint and several.

45. CARE OBLIGATIONS.

Tenant CHOOSES ONE OF THE FOLLOWING:

() SELF CARE

Tenants are responsible for all care of their animals. Tenants provide feed, water, stall cleaning, shoeing, pasture maintenance, all veterinary and emergency care, and general care of facility.

Tenants must come at minimum on a every other day schedule.

() FULL CARE

Property Managers provide feed, water, stall cleaning, pasture maintenance, and general care of facility.

Tenants are responsible for all shoeing, veterinary and emergency care.

46. SIGNATURES.

The Property Manager and the Tenant agree to the terms of the Lease. This Agreement may be signed in counterparts, all of which when taken together shall form one valid and effective Agreement.

Property Manager's Signature: _____
Date

Tenant's Acknowledgment.

Tenant has examined and knows the contents of this Lease Agreement and agrees to be bound by it. Tenant acknowledges that he / she had an opportunity to have this document reviewed by an attorney of his / her choice before signing it. All promises made by the Property Manager are in this Lease.

_____	Date	_____	Date
Tenant		Tenant	
_____	Date	_____	Date
Tenant		Tenant	
_____	Date	_____	Date
Co-Signor		Co-Signor	