



Ski Share Lease Agreement

1. PARTIES AND DWELLING.

Landlord: **Matt Helfrich** **Soley Maria**
 4985 Seton Place **1301 Adams Ave Unit 102**
 Colorado Springs, CO 80918 **Silverthorne, CO 80498**

Member(s): _____

Co-Signor(s): _____

The Landlord Leases to the Member(s):

Dwelling Address: 28 Illinois Gulch Road #4, Breckenridge, CO 80424

The statements and representations made by Member in applying for the Dwelling have caused the Landlord 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 Landlord 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 Member may use the Dwelling only as a ski share (second home use only, no full time living allowed) for himself / herself / themselves and the following individuals:

_____, age: _____, age: _____

Member shall notify Landlord of any changes in their telephone number or email address & physical home address and for emergency contacts immediately upon changing it. Member shall also notify

No other occupants have been approved or are allowed without prior approval by Landlord. 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 Landlord. Guests and Co-Signors approved to visit by Landlord may not stay longer than 5 days. Member may request extensions of guest stays but Landlord 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 Landlord is not responsible if the Landlord cannot give the Member possession of the Dwelling. If the Landlord cannot give possession within 30 days after the starting date, the Member may cancel this Lease as its only remedy against Landlord.

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



as to such holding over, Member shall be deemed a month-to-month Member 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 Landlord may, at Property Manager’s option, increase the rent for any such holdover period by giving Member 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 Landlord to accept any rent tendered by Member after the Expiration Date, or to permit Member to hold over. In the event Member holds over without the written consent of Landlord, this Lease shall not be deemed renewed, Member shall be deemed to be illegally retaining possession, Member and Members property shall be subject to eviction and removal by any means permitted by applicable law, and Member shall be liable to Landlord for an amount equal to three times the rental rate in effect immediately prior to the expiration or termination of this Lease for the entire period of any such holdover. Such amount shall be considered liquidated damages for the loss of use of the Leased Premises during such holdover period. No such holding over and no acceptance by Landlord of payments of such liquidated damages shall be construed to extend the Term of this Lease. Further, the above-described liquidated damages are solely for the loss of use of the Leased Premises during the holdover period, and Member shall be and remain liable to Landlord for all other harm arising as a result of such holdover, including, but not limited to, attorneys’ fees, court costs, and the loss of a new Member or a prospective purchaser of the Leased Premises, and Landlord may exercise all other rights and remedies available at law, in equity, or by statute or otherwise.

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

4. RENT.

- A. The Member 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 Member. First and last month’s rent shall be prorated based on lease start and end dates.
- B. **Members are encouraged to prepay for the entire year resulting in one month free.**
- C. **MONTHLY 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 Member 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.**
- D. **No cash, personal checks, or money orders.** Landlord 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 Landlord from the Member pursuant to this Lease Agreement may be collectible in any court of law with competent jurisdiction.
- E. **Returned or Non-Sufficient Funds (NSF) Fee.** In the event the Member makes a payment in any form and the payment is returned for any reason to include but not be limited to non-sufficient funds, Member shall pay an additional \$65.00 NSF fee.
- F. Member authorizes Landlord to report any past rent, damages, utilities, or other costs owed by Member to a credit reporting agency. Member understands this reporting could affect Members ability to obtain credit or credit for future housing. Member also understands the Landlord may turn delinquent accounts over to a collection agency for further action.
- G. Guest Fees are per night per person and the responsibility of the Member to pay.
- H. Guest Fees for larger groups or longer stays can be negotiated with the Property Manager.
- I. Guests have a hard cap of 5x stays per month. Anything more should result in them seeking membership. Exceptions can include out of state visiting guests.

Table 4.1. Monthly Rent		
4.1.1.	\$	As Base Rent for the Dwelling
4.1.2.	\$	As Pet Rent
4.1.3.	\$ 50.00	Guest Fee Weekday (Sun-Wed nights)
4.1.4.	\$ 75.00	Guest Fee Weekend (Thr - Sat nights)
4.1.5.	\$	Other
4.1.6.	\$	Total Monthly Rent



5. UTILITIES & CLEANING.

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

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

- A. All Members and guests are required to do a chore during their stay to clean up after themselves and in general. This includes vacuuming, wiping down surfaces, cleaning toilets and any other general cleaning. If people can't keep up we will hire a cleaning company and share the cost equally across all members.
- B. Utilities will remain in property managers name and are included in the rent.
- C. The Property Manager's responsibility for supplying any utility is subject to:
 - i. Availability of such utilities at the Dwelling.
 - ii. Interruption in service of such utilities caused by acts or conditions beyond Property Manager's control.
- D. Please turn down the heat to 60 when house is empty.
- E. Turn off fireplaces and all appliances before leaving.
- F. Ensure trash is taken out to the dumpster at end of parking lot and new bag in trash can each time you are the last one leaving.
- G. Bed sheets are provided and free to use but always must be fully washed/dried and repackaged into the plastic bags prior to departure.
- H. Run dishwasher prior to departure. We have a zero tolerance policy that dirty dishes need to be placed in the dishwasher immediately.
- I. Ensure all windows and doors are locked prior to departure.
- J. Food and drinks are encouraged to be left at the house. If you don't want to see it go missing, please put your name on it.
 - i. Do not use food items with others names on it without asking permission from that owner.
 - ii. If you do use something you must replace it before you leave or have permission.
- K. Regularly check your food and drinks to ensure that anything expired is thrown away.
 - i. Anything expired is to be expected to be thrown away at any time by anyone.
- L. Xfinity High Speed 1.2 GB Internet is provided. UN - Hidden Treasure. PW - fuckya2021.

6. SECURITY DEPOSIT.

The Member shall deposit an amount equal to the Total Security Deposit as depicted in Table 6.1., Line 6.1.4., with the Landlord, 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 Member be allowed to use Security Deposit for the payment of rent. Member shall pay all monies necessary to maintain the Security Deposit balance as depicted in Table 6.1., Line 6.1.4.
- B. Landlord has the right to apply any rent money received from the Member toward the Members 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. Landlord will conduct a walk-through of the Dwelling to note any damages or failure by Member to adhere to the terms of this Lease. Any cleaning or repairs needed to the Leased Dwelling, after vacating, will be billed as a Member expense and will be deducted from the Security Deposit.
- D. Rent must be current and paid in full.
- E. Schlage Programmable Door Keyless entry system shall require a 4 digit code to be setup by Landlord upon confirmation from Member.



- G. Security Deposit(s) will be refunded to the Member(s), less any applicable deductions, within 60 days of vacating the Dwelling to the last known address of the Member(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. Member 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 Members expense at Property Manager's sole discretion.
 - iii. Conduct a final cleaning by following the Move-Out cleaning checklist.

6.1.1.	\$	()x Monthly Base Rent
6.1.2.	\$	Animal Security Deposit
6.1.3.	\$	Other Deposit
6.1.4.	\$	Total Security Deposit

7. RENTERS INSURANCE.

- A. Member shall hold harmless Landlord, owner and other members and guests if any personal property has gone missing. As owners, we do have an H06 renters policy in place.
- B. Member agrees to hold both the Landlord, Managing Agent, and their employees harmless from suit due to personal injury by the Member, Members family, or Members guests while in the Dwelling or on the grounds.
- C. Proof of coverage shall be provided to Landlord prior to taking possession of the Leased Dwelling and such coverage may not be terminated during the Term of this Lease without notification to Landlord shall be named beneficiary to the Renter Insurance policy.
- D. Member is hereby advised that Landlord is not responsible for the loss of Members personal property or other damages that Member may suffer such as lost work or time as a result of destruction of the Dwelling, criminal activity, act of god, or other causes Landlord has no control over. Any loss suffered is the sole responsibility of the Member shall be responsible for any "contents" type coverage on contents owned by Member. Landlord 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 Member shall constitute Rent, except for late charges, and shall be considered additional Rent due.



9. NOTICE OF ADDITIONAL FEES AND FINES.

The Member 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 Members have taken possession shall incur a \$65.00 fee. Examples of Amendments include but not limited to adding or removing Members (Application Fee not included), adding or removing Pets, etc.
- B. If Landlord posts a Demand Notice For Compliance on Members Dwelling, Member 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, Member will incur an additional \$65.00 Inspection Fee per occurrence.

10. NOTICE TO VACATE.

- A. Member is legally obligated to fulfill the terms of this Lease through its entire duration.
- B. Member must provide notice to the Property Managers in writing.
 - a. *End of Term Tenancies*: At least sixty (60) calendar days prior to the date that Member intends to vacate the Dwelling.
 - b. *Month-to-Month Tenancies*: At least thirty (30) calendar days prior to the date that Member intends to vacate the Dwelling.
 - c. *If Member intends to break the Lease* and vacate the Dwelling prior to the end of the expiration of the term, Member shall perform the following terms:
 - d. Notice to Vacate form shall be received by Landlord at least thirty (30) calendar days prior to the date that Member(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 Members 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, Member(s) will be eligible for refund of Security Deposit per the SECURITY DEPOSIT provision of this Lease.

C. NO ASSIGNMENT OR SUBLEASE.

The Member may not sublease the Dwelling, assign this Lease, or utilize the Dwelling as a Short Term or Vacation Rental. Landlord Reserves the Right to hold an active STR License and utilize it when house has open times.

12. EVICITION.

- A. The Landlord may evict the Member if Member does not comply with all of the terms of this Lease Agreement and for all other causes allowed by law.
- B. The Landlord reserves a right of reentry in the event the Member breaches or violates any term, covenant, or condition of this Lease.
- C. The Member 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 Landlord for damages, unpaid rent, or legal fees, the Member will be responsible for the cost of Collection and related fees, either with or without legal action being pursued.
- E. IF THE Member IS SUCCESSFUL IN ANY ACTION OR SUMMARY PROCEEDING ARISING OUT OF THIS LEASE, THE Member SHALL RECOVER ATTORNEY'S FEES OR EXPENSES OR BOTH FROM THE Landlord TO THE SAME EXTENT THE Landlord IS ENTITLED TO RECOVER ATTORNEY'S FEES OR EXPENSES, OR BOTH AS PROVIDED IN THE LEASE.



13. **ABANDONMENT.**

- A. In the event Member vacates or abandons the Leased Premises prior to the termination of this Lease, Member authorizes Landlord and Broker, at Property Manager's option, to re-enter and re-rent the Leased Premises for the benefit of Member **WITHOUT EFFECTING A TERMINATION OF THIS LEASE**. All expenses incurred by Landlord in re-renting the Leased Premises, including a charge for Property Manager's time expended in such re-renting, shall be borne by Member. It is expressly understood and agreed that Members 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 Member upon mutual consent of the Property Manager and Member, or unless the Dwelling unit has been abandoned by the Member, as evidenced by the return of keys, the substantial removal of the Members personal property, notice by the Member, or the extended absence of the Member while rent remains unpaid, any of which would cause a reasonable person to believe the Member 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 Member, any personal property left by Member on the Leased Premises or surrounding area will be considered abandoned property. Member agrees that Landlord may, at Property Manager's option, immediately remove any such abandoned property and place it in storage at Members expense, or dispose of such property in any manner that Landlord deems proper. Any property stored at Members expense will be disposed of without further notice to Member 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 Member 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 Landlord 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):
(X) Refrigerator (X) Range (X) Microwave (X) Range Hood (X) Washer (X) Dryer (X) Dishwasher (X) Disposal () Other _____
- C. **HVAC.** If Dwelling has an HVAC / Furnace, at Members expense, Member 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 Member shall mark the date the filter was installed on the filter itself.** Upon Member request, Landlord will maintain filters for \$85.00 per visit.
- D. **SMOKE & CARBON MONOXIDE ALARMS.** HOA maintains wired alarms.
- E. **EXTERIOR MAINTENANCE.** Member is responsible for maintaining property from trash and snow see section G.



- F. **FREEZING TEMPERATRES.** The Member is responsible for the following during freezing temperatures:
- a. Member 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.
 - b. Member shall trickle interior faucets during extreme freezing temperatures at the request of the Landlord.
- G. **SNOW REMOVAL.** Snow removal on said Dwelling shall be the shared responsibility of all members and the HOA.
- a. HOA staff and contracted workers come with a minimum of 4" of accumulation to plow the driveway and shovel the front deck only. Back deck is always the members responsibility and must always be shoveled.
 - b. Any lesser accumulation is the shared responsibility of all members and front deck must be shoveled.
- H. **MAINTENANCE REPORTING AND REPAIR REQUESTS.** The Member 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 Landlord in writing.
- I. **Member SHALL MAINTAIN DWELLING.** The Member will take care of the Dwelling including all fixtures, walls, floor coverings, and appliances. In connection with Members care of the Dwelling and its contents, Member shall pay for all repairs, replacements, and damages caused by the act or neglect of the Member, the Members Dwelling members, their visitors, guests, invitees, contractors, agents, assigns and / or movers, and domestic employees.
- a. The Member is obligated to and must promptly report issues to the Landlord 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 Member, 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 Members part and Member will be responsible for damage caused by gross negligence and subject Member to eviction on a Demand For Compliance.
 - c. Prior to making any repairs, Member must notify Landlord in writing for approval and Landlord will have a reasonable amount of time within which to make the repairs or to approve Members own repairs.
 - d. Member may be responsible for plumbing stoppages.
 - i. The Member 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, Member 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 Member then all costs for eliminating the stoppage and any damage caused by the stoppage shall be paid by all Members in the building equally.
 - e. No animals, including animals of visiting guests, shall be permitted inside or on the Dwelling at any time, unless Member has authorization for the animal in writing from the Landlord.
 - i. Member 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. Member will assume all responsibility and liability for the behavior and actions of the animal(s). Member 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 Member 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.** Member agrees and acknowledges that the Dwelling to be occupied by Member and Guests of Members 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. Member and Guests of Members Dwelling shall not smoke anywhere in the Dwelling rented by Member, nor shall Member permit any guests or visitors under the control of Member to do so. Member will be fined \$65.00 per occurrence.
 - c. Member with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the Lease.
 - d. All provisions of this section are applicable within 5 feet of the Dwelling.
- K. **Member MUST PREVENT MOLD.** Member 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. Member agrees to regularly remove visible moisture accumulation on windows, walls, and other surfaces as soon as identified.
 - b. Member agrees not to block or cover any of the heating, ventilation, or air conditioning ducts in the Dwelling.
 - c. Member agrees to use ventilation while showering / bathing through the use of bathroom fans, open windows, or open doors.
 - d. **Member 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. Member further agrees that they shall be responsible for damages to the Dwelling and Members personal property, as well as personal injury to Member or occupants resulting from Members 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, Member will be fined \$65.00 per occurrence.
- M. **CARPET CLEANING.** If the Dwelling comes with carpeting:
- a. Annual Carpet Cleaning: Member agrees to have carpets cleaned, at Members expense, at least once every 12 (twelve) months by a professional carpet cleaning company and must provide Landlord with a valid, paid in full receipt. If Member does not provide Landlord with receipt upon the end of the 12th month, Landlord shall give Member 10 (ten) Day Notice of Compliance. If Landlord does not receive a receipt within 10 (ten) days, Landlord shall have carpets professionally cleaned and bill Member for carpet cleaning expense and Member shall incur a \$65.00 fine. If animal(s) visit 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.
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- b. Carpet Cleaning Upon Vacating: Member agrees to have carpets cleaned, at Members expense, within 5 (five) calendar days **prior** to vacating the Dwelling by a professional carpet cleaning company and must provide Landlord with a valid, paid in full receipt. If Member vacates without having the carpet cleaned or without providing a paid in full receipt from a professional carpet cleaning company, Landlord may deduct the cost of carpet cleaning from the Security Deposit and Member 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 Landlord, the Member is responsible for granting the exterminator access to the Dwelling and Member 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 Landlord. The presence of insects or vermin in the Dwelling shall likewise be immediately reported to the Landlord, and the Member shall then fully cooperate and give the Landlord and Property Manager's agent's access to the demised Dwelling in order to provide effective and timely pest control treatments.
The Member will be responsible for re-extermination of the entire Dwelling if proper extermination cannot be done because the Member 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 Member 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 Member to comply with any portion of this provision shall be considered a substantial breach of this Lease and will subject the Member 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 Member for the interruption. Member 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 Landlord 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 Member 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 Member is locked out of the Dwelling and requests assistance to gain access, Member 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 Member will incur any costs associated with repairing or replacing and rekeying the lock if the locksmith replaces or damages the lock.
- P. **PROPERTY OWNER COMMUNICATION.**
Communication is allowed directly to property owner or Landlord.

16. **RESTRICTED ALTERATIONS.**

The Member 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.



- 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. Member 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 Landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements, or for any reason beyond the Property Manager's control. Member 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. Landlord will be under no liability to Member 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. Landlord will not be liable for loss or damage to property of Member 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 Landlord, its agents, or employees or otherwise; Member agrees to assume the responsibility of defending, at his / her expense, any claim which may be made against Landlord by any person claiming the right to be in the Dwelling through or under the Member, and pay for any injury, loss, or damage to person or property from any cause whatsoever, unless caused by gross negligence of Landlord, its agents, or employees.

18. PROPERTY MANAGER'S RIGHT OF ACCESS.

Landlord 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 Member is complying with the provisions of this Lease; (3) for inspection to determine whether Member 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 Members, buyers, or mortgagees. Except in cases of emergency, Landlord shall endeavor to provide Member 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 Member is at home, Member shall permit entry. If Member will not be at home during the scheduled entry, and Member has not furnished keys to Landlord for all locks, Member shall furnish keys prior to the scheduled entry and have made arrangements for all animals permitted in the Dwelling. If Member denies entry at time of arrival or does not properly coordinate entry, Member will be responsible for any and all trip fees. Member 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 Landlord cannot access for this reason.

19. KEYS & ALARMS.

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



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

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 Landlord 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 Landlord 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 Member 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 Landlord and the Member 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 Landlord, that there shall be absolutely no personal liability on the part of Landlord, its members, officers, employees, agents, volunteers, vendors, successors, assigns, or any mortgagee in possession (for the purposes of this Section, collectively referred to as "Landlord"), 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 Members rights are subject and subordinate to present and future mortgages on the Property, which include the Dwelling. The Landlord may execute any papers on the Members behalf as the Members attorney in fact to accomplish this. The Member shall sign all papers needed to subordinate this Lease to any mortgage on the Property.

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

23. INJURIES OR DAMAGE.

The Member is responsible for any injury or damage caused by the act or neglect of the Member, the Members Dwelling members, visitors, invitees, contractors, suppliers, vendors, agents, assigns and / or movers. The Landlord is not in any event or under any circumstances, responsible for any injury or damage unless due to the gross negligence of the Landlord. The Member shall be responsible for any damage done to the demised Dwelling caused by or arising from the moving of the Members 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 Members furniture and possessions shall be considered the agents for the Member.

24. DISPOSAL AND RECYCLING.

Member 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. Members failure to do so shall constitute a breach of this Lease. Member is responsible for the payment of any fines and penalties imposed by any governmental authority due to the Members failure to comply with this obligation. Further, Member shall pay a fine of \$65.00 to Landlord in the event that



the Landlord or its agents shall determine that Member is not complying with its obligations pursuant to this paragraph.

25. HOUSING CODE VIOLATIONS.

In the event Landlord 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 Member shall be liable to Landlord for the actual costs and expenses incurred by Landlord.

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 Landlord.

27. COMPLIANCE WITH LAWS.

The Member 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, Member compliance relating to all bylaws and covenants is required.

28. NO WAIVER BY Landlord.

The Landlord 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 Landlord. The Member shall make no claim for the value of the remaining part of the Term.

30. HAZARDOUS USE.

The Member 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 Member will cleanup any such materials and indemnify and hold harmless Landlord, 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 Members obligation to use the Dwelling "solely for residence by the family." It is also a violation of Colorado Housing Law. Members violation of this rule shall be an immediate and incurable default of this Lease and shall be cause for eviction.

32. MARIJUANA.

Member shall not be permitted to, and shall not permit any family, visiting friends, dependents, guests, licensees, or invitees of Member 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. Members 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 Member 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. Member 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 Member 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 Landlord is unaware. These contaminants generally grow in places where there is or may have been excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding; these conditions may be identified with a typical home inspection. Landlord recommends Member obtains a home inspection to better determine the condition of the Leased Premises. Neither the Landlord 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 Member has a mold inspection performed, at sole Members expense. The cost and quality of such inspections may vary.

WAIVER: Member(s) agrees to hold Landlord and its agents harmless in the event any mold contaminants are discovered on the Leased Premises. Member understands mold is a naturally occurring microbe and that mold should pose no health threat unless concentrated at high levels in the living environment. Landlord agrees that in the event mold like contamination is discovered, this condition will be immediately reported to the Member. 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 three parking passes. The parking lot immediately adjoining the property and two overflow lots. Landlord 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. Member and Landlord agree that any abandoned, unlicensed, derelict, and / or inoperable vehicles parked at the Dwelling may be towed off the Dwelling by Landlord at the vehicle owner's expense. Member 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 Landlord. Member agrees not to store and / or park any commercial or public vehicle at the Dwelling under any conditions. Member 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. Parking passes are first come first serve. Temp passes are possibly available but not guaranteed. Parking offsite can be required on heavy days. Ride-share from other members or the bus is encouraged to help everyone come and go. Keys are required to be left hanging on the wall where passes are stored when your vehicle is parked to ensure that an emergency or snow removal can happen in the event you are not there.

39. END OF TERM.

A lock box may be installed up to 3 (three) months prior to the Lease expiration. Member 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.

Member hereby indemnifies, and shall pay, defend, protect, and hold Landlord 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 Member, except to the extent Landlord is compensated by insurance maintained by Member hereunder and except for such of the foregoing as arise from the gross negligence or willful misconduct of Landlord, 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 Member.

43. DEATH DURING LEASE.

- A. If a Member dies during the term of this Lease, then the deceased Members interest in the Leased property terminates on the 40th day following written notice of the Members 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 Members personal property is not removed from the Leased property, the Member hereby directs the Landlord to dispose of it without liability at Members 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 Landlord to Member 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.

