



Stegner Property Management, LLC

1020 Luke St. Suite B | Fort Collins, CO 80524

(970) 420-2191 | Fax: 866-775-6473

LEASE AGREEMENT

THIS IS A LEGALLY BINDING AGREEMENT - READ IT CAREFULLY AND CONSULT AN ATTORNEY IF YOU DO NOT UNDERSTAND THIS DOCUMENT.

*THIS FORM WAS REVIEWED AND REVISED BY MICHAEL KRUEGER, LEGAL COUNSEL FOR STEGNER PROPERTY MANAGEMENT, LLC.
IT HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION*

AGREEMENT: This Lease Agreement (Lease) is made on this ____ day of _____, 20____, between _____ ("Owner" or "Landlord"), by and through **STEGNER PROPERTY MANAGEMENT, LLC** ("Landlord's Agent") and _____ (collectively "Tenant"). For purposes of this Lease, Landlord may at all time act through Landlord's Agent in any action permitted or required to be taken by Landlord. The intended use of the Premises described below is residential occupancy only. **No other adults, other than those listed on this lease agreement, will occupy the Premises without written consent of the Landlord, and no use shall be made of the Premises other than residential. The prohibited uses include but are not limited to any commercial or other business uses, whether for profit or not-for-profit and any use in violation of any code, ordinance, statute or regulation of any government body with jurisdiction over the Premises, including without limitation the county within which the Premises lies, the State of Colorado and the United States of America. As required by context singular shall mean plural and plural shall mean singular and masculine pronouns shall mean masculine or feminine.**

Landlord and Tenant agree as follows.

1. **LEASED PREMISES:** _____, _____, Colorado (the "Premises").
2. **LEASE TERM:** Shall be from noon on the ____ day of _____, 20____ to noon on the ____ day of _____, 20____.
 - 2.1. Holding Over: Tenant acknowledges that Landlord and/or Landlord's agent must arrange in advance for the labor and services required in order to prepare the Premises for a new occupant, and that if Tenant fails to vacate by noon on the final day of the Term it costs Landlord and/or Agent time and money in rescheduling, delay in preparing the Premises for a new occupant and other things that are difficult to precisely put a price on. **Tenant agrees to pay liquidated damages of \$250.00 for the first day or part of a day** that Tenant remains in possession beyond the date and time specified in Section 2 as the end of the Term. In addition, if Tenant remains in possession past 12:00 p.m. (noon) on the second day after the expiration of the Term the tenancy shall become a tenancy at will with rent due on a per diem basis at a rate of 115% of the per diem rental amount pursuant to the Lease calculated by the formula: $1.15 \times (\text{Total Lease Amount} / 365)$. The rent so calculated shall be due without demand as it accrues. All other terms and conditions of this Lease shall remain in force.
3. **RENT, LATE CHARGES AND RELATED SERVICE CHARGES:** The Monthly Rent shall be \$_____ for a Total Lease Amount of \$_____ which will be due in full, less any amounts actually paid, upon default or breach of this lease by Tenant. The first month's prorated rent, if any, is \$_____. Rent shall be paid monthly, in advance, on or before the first day of each month. **Only one rent check per household will be accepted.** **RENT PAYMENTS are payable to STEGNER PROPERTY MANAGEMENT.** Payment by certified funds, a money order or a personal check (no post-dated checks allowed) can be made by mail or using our lockbox without any service charge or additional fee. Our

lockbox is located at : **1020 Luke St. Suite B, Ft. Collins, CO 80524. This is also our mailing address. Note that if Tenant mails payment Tenant accepts the full risk of payment not being received by the due date.**

NO CASH WILL BE ACCEPTED.

Rent may also be paid using our online tenant portal which can be accessed through our website.

- 3.1. It is expressly understood and agreed that failure to pay rent due on or before 11:59 pm on the FIRST calendar day of the month constitutes a material breach of this Lease entitling Landlord to issue a demand for compliance or possession in accordance with CRS 13-40-101 *et seq.*
- 3.2. **If Landlord must file suit to enforce this Lease Agreement due to Tenant's continued or repeated non-monetary violations of the Lease Agreement, and subject to the duty to mitigate damages, Landlord shall be entitled to judgment for all rent due through the end of the Lease Term** (daily rent amount X number of days remaining on Lease) in addition to any other damages the Landlord may suffer. Rent is late if it is not received by 11:59 pm on the first of the month for which it is due. **A LATE CHARGE equal to 5% of the monthly rent balance due will be due for any rental payment made after 11:59 PM on the ninth (9th) CALENDAR DAY of the month.**
- 3.3. Acceptance by Landlord of a late or partial rent payment from Tenant shall not be a waiver of Tenant's breach of this Lease or of any of Landlord's remedies under this Lease or pursuant to statute, unless modified by law, nor shall it be a waiver of applicable late charges in subsequent months.
- 3.4. If Tenant tenders to Landlord a "No Account", "Insufficient Funds" or "Bad" payment for any reason, a handling charge of **TWENTY DOLLARS (\$20.00), as well as accumulated late fees, shall be assessed and shall be paid by Tenant together with the original payment amount due in certified funds. If not paid when incurred this fee will be chargeable against Tenant's security deposit.** All subsequent payments from Tenant may be required to be certified funds at Landlord's discretion. Landlord will apply payments first to rent and then to any fees or other charges due from Tenant, regardless of any notation on the check.
4. **UTILITIES:** Tenant agrees to contact the appropriate utility offices prior to occupancy and pay any deposit required to secure utilities for the Premises. An additional administrative fee of FIFTY DOLLARS (\$50.00) per utility will be charged to Tenant to cover Landlords' costs in staff time for handling/transferring any utility service that is not connected by the first day of this Lease Agreement. If any utility service is disconnected and Landlord is billed for any charges incurred during the period of this Lease Agreement or any period of tenancy at will, tenancy at sufferance or otherwise following the expiration or termination of this Lease Agreement, tenant agrees to pay the actual charges from the utility plus an administrative fee of 2% (two percent) of the charge from the utility. Except where Section 4.1 of this Lease Agreement applies, all utility bills during the tenancy shall be sent to and paid by the Tenant. Tenant agrees to pay for all such charges and services promptly as due. The Tenant is responsible for the following utilities (Check those applicable): Utilities are to remain in service at all times during the term of this lease.

- | | |
|----------------------------------------------|------------------------------------------------------------|
| A. <input type="checkbox"/> ELECTRICITY | D. <input type="checkbox"/> TRASH PICKUP |
| B. <input type="checkbox"/> GAS | E. <input type="checkbox"/> PHONE (if desired) |
| C. <input type="checkbox"/> WATER, and SEWER | F. <input type="checkbox"/> CABLE TV/INTERNET (if desired) |
| | Other: _____ |

- 4.1. If a utility service provider requires that service remain in Landlord's name the following shall apply: Tenant agrees to pay the utility cost to the Landlord within five (5) days of notification of the amount due, and failure to do so constitutes a material breach of this Lease. Landlord may in its sole discretion accept late tender of payment. **The following utilities are the responsibility of the Tenant, but will be left in the name of the Landlord pursuant to the provider's requirements: _____.**

5. SECURITY DEPOSIT: Tenant is obligated to pay a security deposit of \$ _____, will secure the performance of Tenant's obligations, including without limitation the obligations to pay Rent and to maintain the Premises and to perform all Tenant obligations and duties pursuant to this lease and law. Unless Tenant is otherwise notified by Landlord, the security deposit will be held by Stegner Property Management. Tenant will not be paid interest on the security deposit, and, as permitted by Colorado Law, any interest earned on the funds shall be the property of Landlord or Landlord's agent from the time the interest, if any, accrues.

- 5.1. The security deposit is meant to secure Landlord against any damages to the Premises beyond ordinary wear and tear and any economic or other damages Landlord may incur in connection with any breach, nonperformance or other action by Tenant in connection with this Lease Agreement or Tenant's occupancy or possession of the Premises.
- 5.2. The parties agree that, with the exception of charges specifically prohibited by law to be assessed against a residential deposit, the Landlord has the right upon conclusion or termination of the Lease Agreement to apply the security deposit to pay any charge of any kind due from Tenant under the Lease Agreement specifically including the following: Any expense of cleaning necessary due to the Premises being left substantially less clean than when the lease began and including cleaning of carpets, drapes or other window coverings; actual cost for change of locks/ rekeying locks on exterior doors; unpaid rent; unpaid utilities; late fees; costs of repair of damages to the Premises beyond ordinary wear and tear that occur during Tenant's possession; administrative or other fees due under any provision of this Lease Agreement; charges for mowing (if applicable) if grass is left taller than 3 inches; any landscape maintenance not done by Tenant (such as weed pulling / removal, trimming of shrubs, cleanup of debris, garbage, accumulations of grass clippings or other plant matter and disposal / dump fees for material removed); removal of any personal property left when possession is surrendered and disposal / dump fees for items removed; costs of remediation of any smoke, pet or other noxious odors; costs of remediation of deterioration of any kind related to smoking of any kind or vaping; spot repair of carpeting, or, as warranted by the condition and as permitted by law, carpet replacement; painting in excess of minor touch ups, including as warranted by the condition and as permitted by law complete repainting; repair and painting to remediate excessive nail or other small holes; repair of any hole of any kind in drywall or other surface larger than the size of a small finish nail; repair of any damage to major appliances that occurs during tenant's possession; charges related to any of the items specified in section 5.3 "Tenant Move Out Obligations"
- 5.3. Tenant Move Out Obligations: Any of the following not completed / performed by Tenant are included in the list of reasons for withholding from Tenant's deposit stated in Section 5.2 above. At or before the time of surrender of possession Tenant agrees to the following:
 - 5.3.1. Ensure that all rents and other charges due pursuant to Lease Agreement have been paid. Tenant has no right to treat the security deposit as a payment of any rent due;
 - 5.3.2. Ensure the full term of this Lease Agreement has expired unless Landlord and Tenant have executed a written agreement for early termination;
 - 5.3.3. Ensure the Premises are completely vacated and all personal property has been removed and that all rubbish, discards or other debris have been removed from the Premises;
 - 5.3.4. Ensure all utility bills paid through the end of Lease term;
 - 5.3.5. Ensure that garbage cans or other receptacles have been serviced / emptied by the trash hauler and that no trash or rubbish, including trash or rubbish in a proper receptacle, is left on the Premises;
 - 5.3.6. Ensure all pet excretions have been removed from the Premises and any pet soiling of any interior portion of the Premises has been completely and thoroughly cleaned up;
 - 5.3.7. Ensure all turf grass / lawn areas are mowed and trimmed to a height not more than 2.75 inches and no weeds taller than 1 (one) inch on the Premises at the time possession is surrendered;
 - 5.3.8. Ensure all of the Premises including but not limited to the range, exhaust fan, refrigerator, bathroom fixtures, windows, mirrors, closets, light fixtures, cabinets and cupboards, walls, floors and all other areas are substantially as clean as at move in;
 - 5.3.9. All debris, rubbish and discards are removed from the Premises prior to surrender of possession to Landlord.
- 5.4. It is understood that in the event damages exceed the amount of the security deposit, Tenant is liable for such balance and agrees to promptly pay any such amount upon notification of the amount owed.

- 5.5. The Landlord shall fully account for the security deposit and tender a refund of any amount owed Tenant within 60 days after termination of the Lease or surrender and acceptance of the Premises by Landlord whichever occurs last. Any security deposit refund will be by check made payable jointly to all persons last approved in writing by the Landlord for possession of the Premises and mailed to the address designated by Tenant, or, if none is designated to the last known address of any of these persons or to any person who signs this Lease Agreement as a guarantor.
- 5.5.1. If a payment refunding the deposit or part of the deposit is returned to Landlord then Landlord shall hold the payment for one year after receiving it and disburse the payment to Tenant within fifteen (15) calendar days after Tenant's request. If Tenant does not make a request for disbursement within one year of Landlord's receipt of the returned payment Landlord may at any time after the 385th day following Landlord's receipt of the payment take any of the actions specified in section 5.5.2.
- 5.5.2. Payment not returned to Landlord and not negotiated within 60 days: Tenants agree to promptly cash or otherwise negotiate any check or other instrument payable to Tenant(s), and Tenants specifically agree that if any instrument payable to any Tenant or Tenants, including but not limited to a Security Deposit refund check, is not returned to Landlord and not negotiated within sixty (60) days after the date on the instrument, Landlord may take any one or more of the following actions consistent with applicable law and regulations and may deduct the cost of the actions, including an administrative fee not to exceed \$75 per hour for Landlord's time, from the amount of the payment or refund:
- 5.5.2.1. Stop payment on the original instrument and deduct any bank charges or other expenses associated with the stop payment, including Landlord's time at the rate of \$75 per hour, from the amount payable under the original instrument;
- 5.5.2.2. Hire such professionals or employ such services as Landlord reasonably deems appropriate to locate all or some of the original payees and to deduct the charges or other expenses associated with these efforts, including Landlord's time and any fees charged by any third party, from the amount payable under the original instrument. By way of example and not limitation, Landlord may employ legal counsel, private investigators or process servers for this purpose.
- 5.5.2.3. In the case of an instrument originally payable to more than one Tenant, reissue the payment to any one or more of the Tenant's to whom the original instrument was payable with the reissued payment being full and final settlement of Landlord's obligations to any and all of the original payees of the instrument;
- 5.5.2.4. Tenants agree that If Landlord's reasonable efforts to locate an appropriate payee are unsuccessful, Landlord may at any time after 180 days from the date on the original instrument donate the amount due Tenants, less any Landlord expenses, to any not-for-profit organization for the purposes of providing housing assistance or other housing benefits to tenants in Northern Colorado.
- 5.6. While this lease is in effect, Landlord shall have the right to apply such portion(s) of the security deposit reasonably necessary to remedy any default(s) by Tenant in the payment of Rent, late fees or any other sum, or to repair any damage to the Premises or to Landlord's property caused by Tenant and Tenant shall replenish the portion(s) of the security deposit applied towards Tenant's default(s) upon written notice from Landlord of the condition(s) and charges for remedying them.
- 5.7. Tenant consents to Landlord issuing any payment due Tenant, including a refund of any part of the security deposit, via secure electronic transfer.

6. INCLUSIONS/EXCLUSIONS: Furniture, please check one of the following: The Premises are

- 6.1. (☐ NOT furnished), (☐ partly or fully furnished). If any furniture is included, a furniture list is attached and is incorporated here by reference.
- 6.2. KEYS: At move-in Tenant shall receive keys for the following locks: a. ☐ Front door, b. ☐ Back door, c. ☐ Garage, d. ☐ Mail box, e. ☐ Electric opener, f. ☐ Other keys _____. Tenant shall not change or install additional locks without consent of Landlord. If Tenant changes locks or installs additional locks, Landlord may hire a locksmith in order to gain entry and may return all entrances and locks to the condition they were in at the time Tenant took possession of the Premises. All services and work in connection shall be payable by Tenant without demand when incurred by Landlord.

- 6.3. **A lockout fee of \$75.00** will be due and payable to Landlord at time of service for responding to lockout calls if Tenant requests Landlord or Landlord's agent to respond to the Premises. The parties agree that the charge becomes due as soon as Landlord or Landlord's agent dispatches someone to respond regardless of if the request is then canceled by Tenant prior to Landlord or Agent actually arriving to unlock the door. The fee is due without demand when incurred. Tenant understands that if Landlord is not available, Tenant must contact a locksmith at Tenant's risk and expense.
- 6.4. If mailbox key is not included at move in, it is Tenant's responsibility and expense to take a copy of the Lease Agreement to the post office to get keys and location of box and the postal service will change the locks.
- 6.5. The following appliances are included in the Lease: a. ☐ Range; b. ☐ Refrigerator (1 or 2); c. ☐ Dishwasher; d. ☐ Washing Machine; e. ☐ Dryer, f. ☐ Other _____. Tenant shall not damage, abuse, misuse or dispose of such appliances and they will be returned to Landlord in the same condition as received, normal wear and tear accepted. **Exclusions if applicable:** _____

7. CONDITION OF PREMISES: Tenant agrees and represents that Tenant has had an opportunity to inspect the Premises and agrees that the Premises is in good order and repair, and in a safe, clean and habitable condition at the time Tenant took possession. Tenant acknowledges receipt of the check-in sheet on which Tenant is responsible for listing all existing damages and defects, and returning to Landlord within five (5) days of the date of taking possession. It is Tenant's responsibility to confirm Landlord has received the check-in sheet and to make a copy of the completed check-in sheet for themselves prior to delivery to Landlord. Tenant accepts the Premises in its present condition after listing any existing damages and defects and agrees to bring any concerns to Landlord's attention right away by a phone call or email, even if it has been listed on the check-in sheet. If Tenant fails to turn in the check-in sheet within the (5) days of the date of taking possession, then Tenant represents that the Premises is in good order, clean and free from defect or damage at the time Tenant took possession. Tenant agrees to leave the Premises in as good a condition as when Tenant took possession, ordinary wear and tear excepted. Tenant shall use a minimum of small nails to hang pictures and personal effects and accepts responsibility for all damage caused. **Tenant shall not attempt to fill any holes of any size or kind.**

- 7.1. **Tenant shall make no alterations, installations or redecoration (including painting) of any kind to the Premises without Landlord's prior written consent. Tenant shall not install or caused to have installed any sort of television receiver or other receiver, dish or antennae of any kind on the Premises without prior written consent from Landlord.**
- 7.2. Tenant ☐ is ☐ is not responsible for thorough and proper yard maintenance all around the property (which includes but is not limited to sufficient watering, weekly mowing and trimming, minor pruning, fall leaf clean up and appropriate weed control). **If the Premises are equipped with any sprinkler system, Tenant shall not activate or deactivate the system, nor shall Tenant change the scheduled watering times or manually turn the system on or off without written permission, except that in the event of a break or other malfunction that causes unrestricted flow of water Tenant may take appropriate action to mitigate the issue and immediately notify Landlord. Tenant accepts responsibility for all damage to the sprinkler system, including the controller and all other parts** except that any leaks, breaks or malfunction in buried pipes or fittings are not Tenant's responsibility. Tenant is required to report any problems Tenant notices with the sprinkler system in a timely manner and, in the case of a malfunction, break or other condition causing unrestricted flow of water, immediately. Tenant understands that at all times; Tenant is responsible for keeping all outside areas free of garbage, debris, animal feces, and/or any other unsightly items. Walkways are to be kept free of obstruction, ice and snow at all times. If, in the Landlord's judgment, any maintenance is below a minimum standard, Landlord may hire the work done and bill Tenant for the cost of service plus an administrative fee of 2.0% (two percent) of the cost of the services.
- 7.3. **Tenant agrees to have carpets professionally cleaned after removing all personal property and before surrender of possession. Tenant agrees to leave the receipt for this cleaning in a conspicuous place or deliver it to Landlord at or before the time Tenant surrenders possession.** TENANT INITIALS: _____
- 7.4. **Tenant agrees to leave the Premises substantially as clean as when Tenant moved in and agrees to pay the cost of professional cleaning as necessary if Tenant fails to do so.** TENANT INITIALS: _____

8. INSURANCE/LIABILITY: To the maximum extent permitted by law, Tenant agrees to hold Landlord and Landlord's Agent harmless from any loss, damage or liability or claims thereof arising out of the use of the Premises, to Tenant's Person, Tenant's occupants, guests, callers, invitees or agents as well as Tenant's personal property, due to fire, theft, pests, water damage, wind and/or other casualty caused by the condition of the Premises, or other tenants or occupants of the building in which the Premises are located, acts of God, natural disaster or any other condition or circumstance. **Tenant is required to carry renter's insurance naming Stegner Property Management, LLC as an additional insured, Tenant must provide proof of coverage prior to Landlord delivering keys to the Premises (see attached addendum to this Lease Agreement).** Additionally, at any time during the tenancy, Tenant must produce proof of insurance at Landlord's request. Failure to provide proof of valid insurance within five (5) days of Landlord's request shall constitute a violation of Tenant's covenant to maintain insurance and a material breach of the Lease Agreement. Tenant specifically agrees that Landlord's remedies for such a breach will include, in addition to any other recourse, the right to terminate this lease and repossess the property. Tenant is responsible for damages done to the property by Tenant's guests, trespassers on the property or any other person who enters or remains without permission directly from the Landlord or Landlord's agent.

9. OCCUPANCY, UNAUTHORIZED OCCUPANCY, ROOMMATE CHANGES:

- 9.1. Occupancy, assignment and subletting: Occupancy of the Premises shall be by the Tenant only. The Tenant shall NOT assign this Lease or sublet the Premises in whole or part except with Landlord's written consent as follows: upon the execution by Tenant and Landlord, of an "agreement to re-rent" Landlord will attempt to locate a suitable replacement for current Tenant. Tenant agrees that Landlord shall be entitled to collect a SIX HUNDRED DOLLAR (\$600.00) Re-Letting Fee which the parties agree is a reasonable approximation of the actual costs to Landlord for the processing of the substitution. Those costs include but are not limited to advertising, showings, time required to prepare and to process the documents necessary to complete the substitution. Whether Tenant vacates the Premises or not, all obligations of this Lease shall remain in force until a new Lease with a suitable replacement Tenant has been negotiated and approved OR until the end of the Lease Term, whichever occurs first. Stegner Property Management is hereby authorized to commence re-leasing efforts, with or without an executed "agreement to re-rent" if such efforts are deemed necessary by Landlord in order to mitigate damages. Tenant agrees that the Re-Letting Fee is a liquidated damage amount agreed to by Tenant in consideration of among other things, Landlord agreeing not to charge Tenant the Landlord's actual re-letting damages. Tenant agrees that the Re-Letting Fee is not a Lease cancellation fee or a buy-out fee. Rather, Tenant agrees that the Re-Letting Fee is a liquidated amount covering only part of Landlord's damages, that is, Landlord's time, effort, and expense in finding and processing a replacement. Tenant acknowledges that Landlord's re-letting damages are uncertain and difficult to ascertain, particularly those relating to inconvenience, paperwork, advertising, showing the Premises, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. Tenant agrees that the Re-Letting Fee is due whether or not Landlord's re-letting attempts succeed. Tenant's agreement to pay the Re-Letting Fee, or Tenant's actual payment of the Re-Letting Fee shall not under any circumstances release Tenant from any liability to Landlord under this Lease Agreement for any other charges or amounts due under the Lease Agreement, including but not limited to, unpaid rent, future rent, utilities, cleaning charges, or any physical damage to the Premises, and Tenant shall at all times remain liable for said amounts or any other breaches of the Lease Agreement, and Landlord shall retain all remedies for Tenant's breaches and other non-compliance with the Lease Agreement. Resident shall not be released from liability on this Lease Agreement for any reason whatsoever unless specifically released by Landlord in writing.
- 9.2. Unauthorized occupants: No guest or invitee of Tenant shall stay at the Premises for more than seven (7) calendar days in any calendar month without written approval of Landlord. If any individual not listed on this Lease Agreement as an occupant or Tenant stays at the Premises for more than the specified period, that individual is an unauthorized occupant.
- 9.3. Addition of a Roommate To Lease: Tenants agree that Landlord approval is necessary PRIOR TO any roommate change. If current Tenant(s) wish to add a new roommate a new lease must be signed by all parties. Tenants agree to pay a ONE HUNDRED FIFTY DOLLAR (\$150.00) roommate change fee for landlord's administrative time and expenses related to the change.

9.4. Removal of a Roommate from the Lease: Tenants agree that Landlord approval is necessary PRIOR TO any roommate change. If Tenants desire to remove an individual from the lease, Tenants agree to pay a ONE HUNDRED FIFTY DOLLAR (\$150.00) roommate change fee for landlord's administrative time and expenses related to the change, and sign an Individual Release from Lease Agreement. Removal of an individual from the lease is not termination of the lease nor surrender and acceptance of possession, and the individual being removed from the lease shall have no right to any refund of rent paid or Security Deposit funds held by Landlord. Tenants agree that Tenants are solely responsible for any refunds or other payments to the departing individual, and Landlord shall have no liability to any Tenant for any amount as a result of an individual being removed from the Lease.

10. **Pets:** Tenant covenants that NO pets will be kept inside Premises or on Premises by Tenant, or their guests, without the prior execution of a Pet Agreement and payment of the Pet Fee and Pet Deposit as required in the Pet Agreement. **In the event an unauthorized pet (whether "just visiting" or otherwise) is discovered at the Premises, upon written notice from Landlord, Tenant will have ten days to cure the violation or be subject to eviction.** Tenant will be charged an inspection fee of \$50.00 for each time the Landlord must visit the Premises to determine if Tenant has cured the violation and/or continues to remain in compliance with this Lease Agreement after providing Tenant with a written violation notice for an unauthorized pet. A pet violation is a material breach of this Lease Agreement.

A PET AGREEMENT ☐ **HAS BEEN** ☐ **HAS NOT BEEN EXECUTED**

11. **Right of entry:** In the event of an emergency or other situation requiring hasty response to secure or protect the Premises from damage or to mitigate damage already sustained, Landlord and those authorized by Landlord may enter without notice at any time such situation or circumstance should arise. Landlord will notify Tenant within 24 hours or as soon thereafter as practical under the circumstances that entry was made, by whom and the reason or circumstance necessitating entry and the action taken. In all other circumstances the Landlord has the right to enter upon the Premises for any reasonable purpose upon twenty-four (24) hours' notice which may be given in any form reasonably calculated to communicate it to Tenant. As used here "reasonable purpose" shall include but not be limited to entry to inspect for damage or to perform any repairs or improvements to show the Premises to potential renters, investors or buyers or any other activity reasonably related to management or upkeep of the Premises. Such repairs or improvements may be carried out at any reasonable time without an appointment after Tenant is notified of the need for such work. And, a request by Tenant for any maintenance, repair or other service that requires entry shall relieve Landlord of the notice requirement with respect to entry by Landlord or those authorized or contracted by Landlord for purposes of addressing the Tenant's request. Notice may be given by phone, by leaving a message on voicemail or an answering machine, by delivery of written note, text, email, or any other means reasonably believed to put Tenant on notice that entry will be made at the specified time. Landlord may charge an administrative fee of \$50 (Fifty dollars) if unable to enter Premises due to an unsecured pet. Tenant understands that Landlord usually will commence showing the Premises to prospective tenants 120 days before the expiration of the Lease Agreement term, but may show the Premises to prospective tenants, purchasers or lenders at any time. Landlord has the right to place a sign or signs and/or a lock box on the Premises at any time. Landlord may record the condition of the Premises in any form and with any data storage and retrieval device specifically including but in no way limited to photographs and video recordings or any other type of imaging, and all such recordings may be shared with the Owner of the Premises and may be used in any mediation or legal proceeding. Such recordings may include images of Tenants, occupants, guests or invitees that are incidental to the recording of the condition of the Premises, and Tenant agrees that no cause of action of any kind shall be based on Landlord's use of such incidental images of any Tenant, occupant, guest or other person Tenant invites onto the Premises.

12. **No smoking, vaping or any similar activity:** No smoking of any kind or of any substance, including burning of incense or similar substances is permitted inside any part the Premises or garage or anywhere outside where it could be or is a bother to Tenant's neighbors. If any kind of smoke odor or residue from tobacco, vape fluid or any other accumulation of any kind related to smoking or vaping is present, Tenant is responsible for the cost of professional abatement, including but not limited to painting all walls, cleaning floors, ceiling, windows and special cleaning (or if necessary for abatement, replacement) of carpeting and window coverings.

- 13. Abandonment of personal property:** Any personal property left on the Premises after Tenant vacates said Premises shall be deemed abandoned. In the event of any default under this Lease Agreement, or if Tenant's personal property remains on the Premises after termination or expiration of this Lease Agreement, Landlord has the right to enter the Premises, remove all personal property at Tenant's expense and dispose of the personal property in any manner Landlord chooses, as permitted by law, including but not limited to disposal as rubbish, sale, or donation to any charitable organization. Tenant agrees that such, destruction, or disposition of any such personal property shall not be deemed a conversion of the property by Landlord or Landlord's agent. If personal property is sold, any monies received shall apply to storage and sales fees if any and then the rent and damages or any other costs, which may be due Landlord and Agent, with the remainder to Tenant or donated in the same manner as specified for deposit refunds not negotiated within 180 days.
- 14. Motor vehicles:** Tenant agrees that only one vehicle per licensed driver may be kept at the Premises. Tenant agrees that any abandoned, unlicensed, derelict, inoperable and/or wrongfully parked vehicles parked on the Premises shall not be kept at the Premises and may be towed off the Premises at the Tenant's expense by or at the direction of Landlord. Landlord may charge an administrative fee of \$50.00 per occurrence for unauthorized or abandoned vehicles requiring Landlord to give notice or arrange removal. Tenant further agrees not to store and/or park any, camper, boat, trailer or other similar recreational item, or commercial or public vehicles on the Premises without the written consent of Landlord in advance.
- 15. Pest control:** Tenant shall maintain the Premises in a clean and orderly condition to avoid attracting pests. Tenant shall within 24 hours of discovery report to Landlord any evidence of pest infestation, apparent infestation or suspected infestation.
- 15.1. Landlord shall be responsible for treatment/remediation of any pest infestation as required by law or that involves pests such as termites, carpenter ants or other pests which pests and their activity are not apparent to a reasonable person by reason of concealment within the structure itself; and
- 15.2. Landlord shall be responsible for reasonable measures to treat/remediate any pest infestation of which Landlord has notice or as otherwise may be required by law.
- 16. OTHER TENANT OBLIGATIONS:** Tenant agrees not to store or hang rugs, towels, laundry, or store furniture, equipment, trash, miscellaneous junk or debris or other such items on railings, balconies, terraces, walkways or patios. Any such items deemed improperly stored or hung by the Landlord, or otherwise will be removed at the expense of the Tenant. Outdoor furniture and plants are acceptable. Swimming or other pools, swing sets, trampolines, hot tubs and waterbeds are not allowed on the Premises. Tenant agrees not to place any of these on the Premises unless, prior to occupancy, Tenant obtains the written consent of Landlord and provides to Landlord written proof of insurance acceptable to Landlord. Tenant acknowledges that these and similar items substantially increase Landlord's potential liability to third parties and agrees that violation of this provision is a material breach of this lease and will subject Tenant to eviction if not cured upon demand.
- 17. Payment of Future Rent:** If Tenant is in default of any provision of this Agreement, then in addition to any other rights and remedies that Landlord may have, Landlord may at Landlord's sole discretion and option, either terminate this Lease, or re-enter and re-take possession of the Premises and terminate Tenants' right to possession without terminating the lease, and re-let the Premises for such terms and at such rentals as Landlord in Landlord's sole discretion may deem appropriate as mitigation of Landlord's damages and with the option to make alterations and repairs to said Premises. Tenant shall be liable for the cost of all the alterations and repairs which are reasonably necessary to re-rent the Premises, and the Landlord's reletting expenses. If Landlord does not terminate this Agreement, upon re-letting, all rent and other sums received by Landlord from such re-letting, shall be applied, first to the payment of any monetary obligation due under the terms of this Agreement other than monthly rental installments, second, to the re-letting costs, third, to past due monthly rent installments, with the remainder, if any, to be held by the Landlord and applied as payments of future rents as the same become due and payable under this Agreement. No such re-entry or re-taking possession of the Premises by Landlord shall be construed as an election

on the part of Landlord to terminate this Lease unless written notice of termination is given to Tenant, or unless a Court of competent jurisdiction finds the lease has been terminated.

18. If Property Becomes Uninhabitable: If for any reason the Premises become completely uninhabitable Landlord may but shall not be obligated to immediately terminate the Lease Agreement thereby releasing Landlord, Landlord's Agent and Tenant of all obligations and further performance. Regardless of the extent of damage to the Premises or any portion of the Premises, Landlord may also upon written notice immediately terminate this Lease Agreement, if in Landlord's sole and absolute discretion, any repairs necessitated by any event would be either impractical or dangerous, if Tenant continued to occupy the Premises. If the damage or casualty event is due to Tenant's or Tenant's occupants, guests or invitees' negligence or intentional conduct, the Rent shall not abate or prorate, and Tenant shall be liable to Landlord for any amounts due under this Lease Agreement, plus all damage caused by such negligent or intentional conduct. Landlord's right to terminate specifically includes but in no way is limited to termination if the residential premises is damaged as a result of a sudden environmental public health event or an action taken by a governmental authority that renders continued occupancy of the residential premises impossible or unlawful.

19. Death of Tenant:

19.1. If any Tenant deceases during the term of this Lease Agreement any remaining Tenant(s) shall assume all Tenant obligations under the Lease Agreement as if the deceased had not been a party to the Lease Agreement. Any amount claimed by the deceased's estate for any contribution to the security deposit will be paid to the estate by any remaining Tenants, and neither Landlord nor Landlord's agent shall have any obligation to the estate for accounting or refund of the security deposit.

19.2. If a Tenant deceases and there are no other Tenants, Landlord shall have the right to terminate the Lease Agreement and to retake possession of the Premises as specified in C.R.S. 38-12-801(3.5)(b), and Rent shall be accelerated as permitted by C.R.S. 38-12-801(3.5)(a)(II). The deposit will be accounted for and any balance due paid to the deceased tenant's estate in the same manner as with the end of any other tenancy.

20. Sale of the Premises: In the event that the Premises is sold, transferred or otherwise conveyed, Landlord will give the Tenant notice of such conveyance and will transfer all of Landlord's rights under this Lease Agreement to the new Landlord and/or Agent including prorated rents, last month's rent, (if any) and security deposits as required by law, and upon such transfer, Landlord and Landlord's agent shall be released from all further obligation or liability in connection with this Lease Agreement. The new Landlord will receive an accounting of all monies held or due and it shall be the new Landlord's responsibility to convey such accounting to Tenant. Upon such sale, Tenant agrees to look solely to the successor Landlord for satisfaction of all claims relating to Landlord's obligations hereunder, including for a return of any security deposit. Upon the transfer of title of the Premises to a subsequent owner, and subject to applicable Colorado law, Tenant agrees that Landlord and Landlord's Agent shall be released from any further liability.

21. COVENANT TO ABIDE BY LAWS, RULES AND HOA REGULATIONS:

21.1. Tenant shall abide by all laws, rules and regulations issued by any governmental body having jurisdiction over the Premises. **While on the Premises, Tenant shall not violate any code, ordinance, or statute or regulation promulgated by any government or government agency.**

21.2. Landlord is not responsible for any violation of the implied covenant of quiet enjoyment that is committed by a third party acting beyond the reasonable control of the Landlord. **Neither shall Tenant allow others to commit any such violations, nor shall Tenant cause, allow or maintain any public nuisance on the Premises. Tenant's covenant to abide by all laws specifically includes a covenant to not cultivate or keep cannabis sativa (marijuana) plants which is a violation of Federal Law and which causes an unreasonable risk of damage to the Premises.** Tenant specifically covenants not to make or suffer others to make any unlawful, improper, noisy, or otherwise offensive or objectionable use of the Premises, nor to do or permit anything therein or in connection therewith to cause annoyance or discomfort to other tenants or neighbors. Tenant agrees that the Premises, inside and out, shall always be maintained in a neat, clean and orderly fashion and

free of damage. Tenant further covenants that the behavior and conduct of Tenant and all persons Tenant invites onto or permits to remain on the Premises shall at all times be proper and not objectionable to a reasonable person. This requirement includes but is not limited to abiding by all laws and HOA governing documents as specified above and abiding by the Landlord's own rules as specified in this Lease Agreement or in any supplemental statements of rules or addendum or addenda to the Lease Agreement. The following are by way of example and not limitation of conduct that would violate this covenant:

21.2.1. **Public nuisance violations.** Tenant agrees to fully indemnify Owner, Landlord or Landlord's Agent against any fines imposed by any government agency on the property Owner, Landlord or Landlord's Agent as a result of conduct by Tenants, Tenants guests or anyone else on the property with the consent or acquiescence of Tenant. To the extent permitted by law, Landlord may terminate this Lease Agreement in the event that police are called to the Premises as a result of conduct by Tenant, Tenant's guests or invitees.

21.3. THIS PROPERTY ☐ IS or ☐ IS NOT within an owner's association and subject to covenants, rules and other regulations. The name of the Association is: _____

21.3.1. If the Premises are within an owner's association, it is the Tenant's responsibility to obtain copies of the Covenants, Conditions and Restrictions and other governing documents and to comply with their provisions. Copies may be obtained from the Association or from the clerk and recorder's office of the county in which the Premises is located. A copy may also be obtained from Stegner Property Management for a fee of \$100.00 which covers the cost of time and materials to make copies. The governing documents, including but not necessarily limited to, the Declaration of Covenants, Conditions and Restrictions, the Bylaws, the Rules and Regulations applicable to any condominium or owners' Association in which the Tenant becomes entitled to certain uses and privileges and subject to certain responsibilities as an Associate Member, are each expressly incorporated herein by reference. Tenant agrees that any violation of the governing documents shall be a violation of Tenant's Covenant to Abide by HOA rules and a material breach of this Lease Agreement.

21.3.2. Any owners' association fines levied as a result of Tenant's actions shall be Tenant's responsibility.

22. REPAIRS, REPLACEMENT AND MAINTENANCE: Landlord shall be responsible for routine maintenance and repairs that result from normal wear and tear. Except in an emergency (e.g. fire, flood), Tenant agrees to give Landlord written notice of any maintenance required. Tenant shall provide such written notification and shall send all electronic, statutorily required notices to Landlord through Landlord's Tenant Portal System. Tenant will promptly (within 24 hours of discovery) inform Landlord of any apparent defects or substantial deterioration in the Premises including but not limited to: (1) problems with appliances, plumbing, wiring, HVAC, flooring, roofing, foundation, fencing, landscaping, and any other structural, electrical and mechanical systems; and (2) any safety hazards., and Tenant shall immediately notify Landlord of any condition that is or may be a hazard to the Premises, specifically including but in no way limited to: any water leak or condition that may reasonably indicate a leak (water spots, unusual dampness in an area or dampness that was not previously present or similar indications of possible plumbing leaks or any other possible accumulation of water or moisture); any sink, faucet or other water delivery device that drips or does not properly shut off; any other condition that indicates a change or possible change to the structure, fixtures or premises; any damage to any part of the premises known to Tenant regardless of the cause. If no notice is given, Tenant may be held responsible for the damage. Without limitation, the **Tenant accepts responsibility for the costs, including labor, of repairs to air conditioning, heating, appliances and plumbing repairs, if said repairs are a result of carelessness or a failure to exercise reasonable care on part of the Tenant. Tenant accepts all responsibility for all costs associated with plumbing or sewer backups in all lines within the Premises, defined as all lines within the legal boundary of the Premises that are not maintained by a government entity. Tenant agrees to at all times maintain the thermostat at a temperature sufficient to prevent freezing of water supply and other plumbing lines. Tenant accepts responsibility for all costs, including but not limited to costs of repair and of remediation of any water damage, resulting directly or indirectly from frozen pipes. Tenant will be billed for the expenses described above, and those charges if not paid will be charged against the security deposit.**

22.1. **Tenant agrees to be responsible for initial and regular testing of smoke and carbon monoxide alarms and replacement of batteries as needed and agrees to report malfunctions of said smoke alarm or carbon**

monoxide detector promptly to Landlord. Tenant is never to remove batteries from smoke or carbon monoxide detectors without replacing them immediately. If Tenant removes a carbon monoxide or smoke detector from any wall or ceiling, this is a Lease Agreement violation and Tenant will be charged the actual amount per occurrence for a contractor to replace missing detectors plus a 2% administrative fee. Except for ordinary wear and tear, Tenant shall immediately pay for any damage to the Premises or to the appliances and fixtures therein caused by an act of the Tenant or any member of Tenant's family or a guest. Tenant will be billed for these expenses, and those charges if not paid will be charged against the security deposit.

- 22.2. **Landlord is not responsible for food loss or related inconvenience in the event of a refrigerator or other appliance malfunction. Except as required by law, Landlord shall not allow a rental payment offset or other compensation for any maintenance or repair problem. It is expressly understood that Tenant has no authority and shall not incur any liability or expense chargeable to Landlord at any time or for any reason.**
- 22.3. If the Premises contain a washer/dryer or any combination of the two, the proper working order of the washer and/or dryer is not warranted by Landlord and is in no way a covenant or condition of the Lease Agreement. Landlord has the right to shut off equipment when necessary for repairs and Landlord is not responsible for damages caused by disruption of services, unless willfully caused by Landlord. Any delay in repairs by Landlord shall not release Tenant from any obligation for paying Rent when due, except as permitted by law.
- 22.4. Tenant further agrees to replace light bulbs as needed, to replace furnace filters not less than every three months, and to replace batteries in all smoke and carbon monoxide detectors, all of these at Tenant's expense. Tenant is responsible for any glass breakage, no matter how caused. It is Tenant's responsibility to keep foreign objects out of sinks and toilets, (toilet paper only). In the event Tenant shall fail to provide any necessary maintenance in a timely fashion, as the occasion requires, Landlord shall be entitled to take the necessary action and charge Tenant for the cost and expense involved.
- 23. All amounts due from Tenant are payable without demand when incurred:** All Rent is due as stated without demand. All other charges under this Lease Agreement, including any administrative fees, costs, losses or charges for repairs or maintenance required for any reason other than ordinary wear and tear or any other amount owed by Tenant pursuant to this Lease Agreement are due and payable upon notice to Tenant of the charge and without demand.
- 24. Possession:** If the Landlord is unable to deliver the Premises to Tenant on or before the commencement of the Lease Agreement as set forth above, for whatever reason, including a previous Tenant's failure to vacate, Landlord shall not be in default hereunder. In any such event, Tenant agrees to accept possession of the Premises at such time as Landlord tenders the Premises to Tenant with appropriate Rent abatement until possession, however, Tenant may terminate Lease, in writing only, if possession is not delivered within ten (10) days of the commencement of the term stated in section 2 of this Lease Agreement. Routine cleaning, painting and/or minor repairs shall not be deemed as a failure of Landlord to deliver Premises. Tenant waives any right to collect damages from Landlord, Landlord's agent as a result of Landlord's failure to deliver possession on the date specified.
- 25. Tenant Statements and Representations in Rental Application; Release of Rental Information:** All of Tenant's statements in the rental application are material and were relied upon by Landlord/Landlord's Agent in executing this Lease Agreement. Landlord and Landlord's Agent further have relied on Tenant's representations, answers and information to be complete and accurate disclosures of the requested information. Any false or incomplete statement or other omission on the rental application shall be cause for Landlord to terminate this Lease Agreement and regain possession of the Premises and to recover all damages including future rents incurred as a result of Tenant's breach. Landlord may provide information on Tenant or Tenant's rental history to or for law enforcement, governmental, or business purposes, and report unpaid amounts to credit agencies.
- 26. Co-signer Statements and Representations Relied Upon / Co-signer Liability:** Any representations made by any Co-signer to this Lease Agreement have been relied upon by Landlord in evaluating Tenant application for the Premises and in entering this Lease Agreement with Tenant. If any Cosigner has misstated or misrepresented either their

financial situation or any other fact or circumstance such misrepresentation or misstatement shall be grounds for Landlord to, at Landlord's sole option and discretion, either: 1) accelerate all rents due to the end of the Term with such rents due within 10 (ten) days of the date Landlord notifies Tenant of the acceleration, or; 2) Terminate this Lease Agreement and, if necessary, evict Tenant. All Co-signers are jointly and severally liable with all Tenants for all charges incurred under this Lease Agreement, including all costs incurred in enforcement of the Lease, whether or not suit is filed.

- 27. Joint and Several Liability:** All parties, including unrelated roommates, agree that they are jointly and severally liable for all obligations under this Lease Agreement, regardless of any disputes that may arise among them.
- 28. No Withholding of Rent:** Unless expressly allowed by law, Tenant may not withhold Rent or offset against Rent for any reason.
- 29. Notices from Landlord:** Notice by Landlord to one individual who signs this Lease Agreement as Tenant constitutes notice to all others.
- 30. Covenant to abide by laws, ordinances, rules and other restrictions:** Tenant, guests and invitees shall at all times when on the premises abide by all local, county, state or federal ordinances, codes, statutes or regulations and by all governing documents of the HOA, if any and all rules of the Landlord.
- 31. Attorney's Fees, Statutory Right to Cure, Costs and Damages:**
- 31.1. **STATUTORY RIGHT TO CURE.** Colorado law provides that Tenant has the right to pay all amounts due prior to a court entering a judgment for possession if Tenant is being evicted for non-payment of Rent. If Tenant exercises Tenant's statutory right to pay, Landlord only has to accept Tenant's payment if Tenant fully pays all amounts due according to eviction notice, as well as any Rent that remains due under this Lease Agreement. If Tenant exercises Tenant's statutory right to pay Tenant agrees to pay Landlord's attorney's fees, court costs and any other Landlord expenses or costs in addition to any other amounts due pursuant to the Lease and all other amounts set forth in the notice.
- 31.2. In the event of any legal action to which the Landlord or Landlord's agent are not a party but in which Landlord or Landlord's agent is required to participate as a result of Tenant or Tenant's actions, Tenant shall be liable for any attorney's fees incurred by Landlord or Landlord's agent and for administrative expenses at the rate of \$75.00 per hour for all time spent by Landlord or Landlord's agent to comply with the requirement for participation in the proceedings.
- 31.3. In the event any action is brought by either party to enforce any terms of this Lease Agreement, to resolve any dispute arising in connection with this Lease Agreement or Tenant's possession or occupancy of the Premises or to recover possession of the Premises, the parties agree to the court making a finding regarding which party prevailed and award the prevailing party its costs and reasonable attorney's fees.
- 31.4. In the event Tenant's possession is terminated prior to the expiration of this Lease Agreement due to default or violation by Tenant, the Tenant shall remain responsible for the Rent and all other sums due until the expiration date of this Lease Agreement subject to the duty of Landlord to attempt to re-rent the Premises and mitigate damages. Landlord may re-rent the Premises at a periodic rate lower than what Tenant is paying and Tenant shall be liable for the difference for the remainder of the term of this Lease Agreement.
- 32. Remedies Cumulative:** The remedies provided for Landlord / Landlord's Agent in this Lease Agreement shall be cumulative and shall be in addition to and not exclusive of any other remedies available under Colorado law or other provisions of the Lease Agreement, Addenda or other documents that are part of the contract.
- 33. Severability:** In the event any portion of this Lease Agreement shall be found invalid or unenforceable, the remaining provisions shall continue in full force and effect to the extent possible in keeping with the finding of invalidity.

34. **Quiet Enjoyment:** Tenants acknowledge that Landlord cannot control every condition or occurrence that may impact the premises or Tenant's quiet enjoyment. Landlord is not liable in any way to Tenants for any condition, occurrence or other event that infringes on Tenants quiet enjoyment unless the condition, occurrence or other event is within Landlord's direct control. By way of example and in no way a limitation, Landlord is not responsible for noise from a neighboring property, a neighbors barking dog, damage done by a trespasser or any criminal activity of any kind.
35. **Mechanic's Liens:** For any mechanic's lien that is recorded against the Premises because of Tenant's actions or inactions, Tenant agrees to promptly resolve such lien by payment, bonding or other remedy, such that the lien is released with the applicable clerk and recorder's office, within ten (10) days after request by Landlord, and shall indemnify Landlord against losses arising out of any such claim or claims including, without limitation, attorneys' fees and costs of court.
36. **Binding Nature of Agreement:** The Tenant understands that the execution of this Lease Agreement entails an important decision that has legal implications. The Tenant acknowledges that he/she has not received any advice from the Landlord, except that Landlord has advised Tenant to seek her/his own legal advice regarding the execution of this Lease Agreement. Tenant has either obtained separate legal advice or voluntarily chosen not to do so.
37. **Waiver:** No assent on the part of Landlord, expressed or implied, to any conduct or action by Tenant that may or does constitute a breach of this Lease Agreement shall be deemed a waiver of any of Landlord's rights to enforce this Lease Agreement in full or as assent, acceptance or waiver of future similar conduct or action by Tenant.
38. **Entire Agreement/Amendment/Mistake:** This Lease, including any amendments, addenda, co-signer agreements or other documents incorporated by reference contains the entire agreement between the parties. This Lease Agreement may be modified only by a writing signed as required by C.R.S. 38-10-108.. In filling out, processing, and completing this Lease Agreement some clerical, scrivener, human, computer and/or mathematical errors may occur. In the event of any such errors or mistake and regardless of who made the mistake, Tenant agrees to cooperate with Landlord to execute or re-execute any document necessary to correct any such mistake or error upon request, and failure to cooperate constitutes a material breach of the lease.
39. **Notice of Non-renewal:** If Landlord decides not to offer a lease renewal / continuation of the tenancy for any reason authorized by law, notice of non-renewal shall be given in accordance with the relevant statutory provision(s).
40. **Offer to Renew:** Except in instances of notice given under Paragraph 40, Tenant will be provided the opportunity to continue tenancy under reasonable terms. Approximately 120 days prior to expiration of this Lease Tenants will be given the offer to continue their tenancy, either by renewal of this Lease or through execution of a new lease, and in any event upon reasonable terms. If Tenant desires to continue their tenancy Tenant shall, not less more than 14 days following the offer sign and return the lease renewal or new lease to Landlord.
41. **Notice Regarding Source of Income:** C.R.S. 24-34-502(1) prohibits source of income discrimination and requires a non-exempt landlord must accept any lawful and verifiable source of money whether paid directly or indirectly or on behalf of a person, including income from any lawful profession or occupation and income or rental payments from any government or private assistance, grant or loan program.
42. **Notice of Right to Safe Housing: Every tenant is entitled to safe and healthy housing under Colorado's warranty of habitability. A landlord is prohibited by law from retaliating against a tenant in any manner for reporting unsafe conditions in the tenant's residential premises, requesting repairs, or seeking to enjoy the tenant's right to safe and healthy housing.**
43. **Reporting an uninhabitable condition: Landlord does not accept verbal notice of need for repair or maintenance or of uninhabitable conditions. A Tenant who wishes to report any problem with the property, need for repair or maintenance, or any other condition Tenant believes Landlord has an obligation to remedy, must report it in writing. Such notice may be delivered:**

- 43.1. **By Mail addressed to Stegner Property Management, 1020 Luke Street, Suite B, Fort Collins, CO 80524;**
- 43.2. **By Electronic mail sent to: Office@StegnerRentals.com**
- 43.3. **Via the Tenant Online Portal**
44. **Reportar una condición inhabitable:** El arrendador no acepta avisos verbales de necesidad de reparación o mantenimiento o de condiciones inhabitables. Un Inquilino que desee informar cualquier problema con la propiedad, necesidad de reparación o mantenimiento o cualquier otra condición que el Inquilino crea que el Arrendador tiene la obligación de remediar debe informarlo por escrito. Dicha notificación podrá ser entregada:
- 44.1. **Por correo dirigido a Stegner Property Management, 1020 Luke Street, Suite B, Fort Collins, CO 80524;**
- 44.2. **Por correo electrónico enviado a: Office@StegnerRentals.com**
- 44.3. **A través del portal en línea para inquilinos**
45. **Headings:** Captions in this Lease Agreement are inserted for convenience of reference only and not define, describe or limit hereof the scope of the intent of this Lease or any of the terms.
46. **Choice of Law, Jurisdiction and Venue:** The parties and guarantors, if any, agree that this Lease Agreement, including all addenda, security agreements, co-signer agreements and all other contract documents are for rental of real property located in _____ County, Colorado and that it is entered into and to be performed in its entirety in County, Colorado. The Lease Agreement shall be governed exclusively by the laws of the State of Colorado without regard to any conflict of law provision that would apply to another jurisdiction's substantive or procedural laws or rules. The parties, and any guarantors agree that the courts in and for _____ County, Colorado shall be the exclusive venue for and shall have exclusive jurisdiction over any action arising from or related to this Lease Agreement or Tenant's occupancy or possession of the Premises. Any legal action concerning this Lease Agreement or arising from or related to this Lease Agreement or Tenant's occupancy or possession of the Premises shall be brought and maintained only in _____ County, Colorado.
47. **Jury Waiver:** Landlord and Resident agree that in any action or proceeding in which possession of the Premises is at issue, the issue of possession shall be heard by a court sitting without a jury.
48. **Counterparts and facsimile:** This Lease Agreement and any modifications, addenda, guarantees and the like may be executed in counterparts. Facsimile signatures shall be binding on the signer as if such signature was original.
49. **ACKNOWLEDGEMENTS; COPY OF LEASE.** By signing this Lease Agreement, Tenant acknowledges that: (a) Tenant received a disclosure from Landlord about Landlord's application fees prior to Tenant submitting a rental application; (b) Tenant received a receipt from Landlord for any application fees and deposits Tenant paid at the time of Tenant's application; and (c) Tenant received any statutorily required disclosures from Landlord regarding any known pest control issues affecting the Premises. Tenant agrees that if Tenant fails to notify Landlord within ten (10) days of executing this Lease Agreement that Tenant did not receive a copy of the fully executed Lease Agreement from Landlord, Tenant's failure to notify Landlord shall be considered Tenant's acknowledgment of receiving a copy of the fully signed Lease Agreement.

ADDITIONAL PROVISIONS; DISCLOSURES: "Rules & Regulations Addendum" & "Required Insurance Addendum" attachment incorporated as part of the Lease Agreement.

I/WE HAVE READ, UNDERSTAND, AND HAVE BEEN FURNISHED A COPY OF THIS LEASE AND ALL ADDENDA AND ATTACHMENTS. I/WE UNDERSTAND AND AGREE WITH THE PROVISIONS CONTAINED IN THE DOCUMENTS.

STEGNER PROPERTY MANAGEMENT LLC

AGENT FOR THE LANDLORD:	TENANT(S)	(DATE)
_____	_____	____/____/____
____/____/____	_____	____/____/____
	_____	____/____/____
	_____	____/____/____

THIS FORM WAS REVIEWED AND REVISED BY MICHAEL KRUEGER, LEGAL COUNSEL FOR STEGNER PROPERTY MANAGEMENT, LLC.
IT HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION

RULES AND REGULATIONS ADDENDUM TO LEASE AGREEMENT

- 1. No animals or pets of any kind shall be kept or harbored in or about the Premises, unless included in the Pet Agreement.
- 2. No other persons, other than those listed on the rental application will occupy the Premises without written consent of the Landlord.
- 3. Tenants, their families or guests, shall have regard for the peace and comfort of other nearby residence.
- 4. Tenants must keep the Premises and yard in a clean and sanitary condition. Yards and driveways may not be used for any purpose that will create an unsightly appearance.
- 5. No large nails, screws, tacks, etc..., shall be used to hang pictures, mirrors, and decorative items on the walls. Use only small nails or picture hooks. No holes are allowed in any ceiling.

6. Toilets, sinks and wash basins are to be used only for the purpose for which they are intended. Sewer lines that become clogged due to Tenant's misuse are the Tenant's responsibility. FOR EXAMPLE: DO NOT FLUSH TAMPONS, PAPER TOWELS, Q-TIPS or "FLUSHABLE" WIPES
7. All leaking faucets, toilets and/or other defects in the Premises and appliances not in working order shall be reported promptly to Stegner Property Management via the Tenant Portal.
8. All garbage is to be placed in proper garbage containers. If pets are permitted, then pet droppings shall be promptly removed from the yard or Premises and disposed of properly.
9. Keep the thermostat set at least 60 degrees during winter months (including vacation absences) to prevent pipes from freezing. Be sure to disconnect outside hoses during cold weather. Frozen pipes caused by Tenant neglect are the responsibility of the Tenant.
10. Tenant(s) shall not cultivate marijuana on the Premises.
11. The fire code does not permit gas grills or open flame devices to be used on patios and decks unless they are located more than 10 feet from the combustible exterior walls of the buildings.
12. H.O.A. rules and regulations must be followed at all times. If you need a copy of these regulations, please contact Stegner Property Management.
13. Tenant shall not install or cause to have installed any television, satellite dish or any other type of receiver, dish or antenna without prior written approval of Landlord. Failure to obtain approval will result in a charge to Tenant for the cost to restore the Premises to pre-installation condition.
14. Tenants shall not at any time or for any reason climb onto the roof or stand, sit, lay or otherwise be on the roof.

Violation of any of the above stated rules is a breach of the Lease.

STEGNER PROPERTY MANAGEMENT LLC

AGENT FOR THE LANDLORD:

TENANT(S)

(DATE)

____/____/____

____/____/____

____/____/____

____/____/____

____/____/____

*THIS FORM WAS REVIEWED AND REVISED BY MICHAEL KRUEGER, LEGAL COUNSEL FOR STEGNER PROPERTY MANAGEMENT, LLC.
IT HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION*

REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

This Addendum is a part of the Lease Agreement. For the duration of the Lease Agreement, Tenant is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Lessee's legal liability for damage to the landlord's property for no less than the following causes of loss: fire, smoke, explosion, water damage, backup or overflow of sewer, drain or sump ("Required Insurance").

Tenant is required to furnish Stegner Property Management with evidence of Required Insurance prior to occupancy of leased premises, at the time of each lease renewal or extension, and at any other time during the tenancy upon request (see Lease). If at any time Tenant does not have Required Insurance, Tenant is in breach of the Lease Agreement.

Tenant may obtain Required Insurance from an insurance agent or insurance company of Tenant’s choice, but if Tenant does not maintain Required Insurance, the insurance requirement of this Lease Agreement may be satisfied by Stegner Property Management by scheduling the Tenant’s unit for coverage under the Landlord’s Required Resident Liability insurance policy (“LRRL”). The coverage provided under the LRRL will provide the Required Insurance coverage listed above, and Tenant agrees to pay the cost of the coverage (5, below) when due and without demand as additional rent.

- 1. LRRL is designed to fulfill the insurance requirement of the Lease Agreement. The property Owner is the Insured under the LRRL. The Tenant is not the insured under the LRRL policy.
- 2. LRRL coverage is not personal liability insurance or renter’s insurance. Stegner Property Management makes no representation that LRRL covers the Tenant’s additional living expenses or liability arising out of bodily injury or property damage to any third party. If Tenant requires any of these coverages, then Tenant must purchase coverage through an insurance agent or insurance company of Tenant’s choice.
- 3. Coverage under the LRRL policy may be more expensive than the cost of Required Insurance obtainable by Tenant’s elsewhere. At any time, Tenant may contact an agent of their choice for insurance options to satisfy the Required Insurance under this Lease Agreement.
- 4. Licensed insurance agents may receive a commission on the LRRL policy.
- 5. The cost to the Tenant for the LRRL coverage is currently \$10.50 per month - Ten dollars and fifty cents (\$10.50) per month premium cost. This amount may change from time to time. Tenant agrees to pay the actual premium cost.

Scheduling under the LRRL policy is not mandatory and Tenant may purchase Required Insurance from an insurance agent or insurance company of Tenant’s choice at any time and coverage under the LRRL policy will be terminated by Stegner Property Management.

STEGNER PROPERTY MANAGEMENT LLC
AGENT FOR THE LANDLORD:

TENANT(S)

(DATE)

_____	_____	____/____/____
____/____/____	_____	____/____/____
	_____	____/____/____
	_____	____/____/____

THIS FORM WAS REVIEWED AND REVISED BY MICHAEL KRUEGER, LEGAL COUNSEL FOR STEGNER PROPERTY MANAGEMENT, LLC.
IT HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION

PET AGREEMENT

Premises:_____

This Pet Agreement is made on _____, which adds to and amends to the Lease Agreement with an effective lease term start date of _____, by and between _____ as Tenant, and Landlord, by and through Stegner Property Management, LLC, (Landlord’s Agent).

Keeping a pet on the Premises is a conditional privilege granted to the Tenant in exchange for guaranteeing that the rules in this Pet Agreement are strictly followed. This privilege may be terminated if any of the Pet Agreement rules are violated. Any violation of this Pet Agreement is a breach of the Lease Agreement, and

Landlord or Landlord's Agent may demand compliance or possession within ten days for the first violation and may terminate the lease upon notice following any subsequent violation.

Tenant agrees to pay an additional \$_____ in Security Deposit funds as a condition of keeping a pet on the Premises. This additional sum shall not be in any way separate from other Security Deposit funds and shall be treated in all respects the same as other deposit sums paid, including by not limited to the provisions of Section 5 of the Lease Agreement. If the pet expires or is moved out during the Lease Agreement term the additional deposit shall remain in place until the end of the Lease Agreement term or Tenant vacates the Premises, whichever is later.

Tenant also agrees to pay a monthly \$35.00 pet charge, which is due with Tenant's monthly rent payment pursuant to the Lease Agreement.

Tenants shall be permitted to keep _____ pet _____ named _____.

Breed _____ Color _____ Weight _____ Age _____

The Pet Agreement Rules are as follows:

- Only a pet described and named in this Pet Agreement shall be permitted on the Premises. Any others shall be a violation of this Pet Agreement and the Lease Agreement.
- Tenant agrees to be fully responsible and liable, and pay for any damages or injury caused directly or indirectly by, or as a result of their pet. By way of example and not limitation, pet damage may be damage to floors, carpeting, walls, windows, screens, moldings, furniture, lawns and landscaping.
- All pets must be over one year of age.
- Tenant agrees that all pets are current on their vaccinations.
- Tenant agrees that Tenant will not allow the pet to disturb, annoy or molest neighbors their children or guests in any way, whether the pet is inside the dwelling or outside.
- Tenant will keep full control over the pet at all times, whether inside the dwelling or outside.
- Tenant agrees that pet will not be left unattended over any unreasonable periods of time.
- Tenant agrees that no pet's offspring are allowed on Premises.
- Tenant promises not to leave food for the pet outside the dwelling, which can attract other animals and bugs.
- Tenant agrees to keep their pet clean at all times, and keep the Premises in a clean and sanitary manner, properly disposing of pet droppings as quickly as possible, and further agrees to walk pet AWAY from public places to wit: lawns, landscaped areas, parking lots, sidewalks, play areas and all buildings.

Tenant represents and warrants that any pets on this Agreement do not have any bite history or history of aggressive behavior.

In the event it shall become necessary to enforce any provision of this Pet Agreement, Landlord or Landlord's agent shall have all remedies pursuant to the Lease Agreement and at law.

The parties have entered into this Agreement on the date stated on page one of the Lease Agreement, and Tenant(s) acknowledge receipt of a copy.

STEGNER PROPERTY MANAGEMENT LLC
AGENT FOR THE LANDLORD:

TENANT(S)

(DATE)

____/____/____

____/____/____

____/____/____

____/____/____

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