

RENTAL AGREEMENT

Fixed Term Agreement (Lease)



This form has not been approved by the Colorado Real Estate Commission. It was prepared by legal counsel Tschetter Sulzer Muccio PC on behalf of NRH, Inc., a Colorado corporation d/b/a KEVCO Real Estate, Investments & Property Management.

Rental Pricing & Fee Disclosure

Effective Date: _____

1. Total Monthly Cost of Rental (C.R.S. 6-1-737(2)(a))

Total Amount Due Per Month: \$ _____

(*Includes all mandatory fees except for government taxes and separately billed utilities, if applicable.*)

Note: Some costs, such as utilities and optional services, are subject to change based on provider rates, tenant usage, or other external factors. The total price may vary accordingly.

Breakdown of Included Mandatory Charges Rent and Not Rent

Charge Type	Amount	Fixed or Variable?	Description	Recipient
Base Monthly Rent	\$	Fixed	Charge for occupancy of the premises	Landlord
Trash Service	Varies	Variable	Waste collection fee	Waste Provider
Utility Charges	Varies	Variable	Actual cost based on usage	Utility Provider
Mandatory Renters Insurance	Varies	Variable	Required Renters Insurance per the Lease	Insurer

2. Additional Charges – Not Included in Total Monthly Cost of Rental

The following fees are applicable but **are NOT included in the total rental cost above:**

Charge Type	Amount	Fixed or Variable?	Refundable	Recipient
Security Deposit (Mandatory)	\$	Fixed	Yes	Landlord
Processing Fee (Situational)	\$10/check or money order	Fixed	No	Landlord
Add/Subtract Tenant(s) Admin Charge (Situational)	\$250 - \$500	Fixed	No	Landlord
Monthly Pet Fee (Optional)	\$0	Fixed	No	Landlord
Pet Deposit (Optional)	\$200	Fixed	Yes	Landlord
Late Fee (Situational)	\$50	Fixed	No	Landlord
NSF Fee (Situational)	\$20	Fixed	No	Landlord
Setup Fee (Mandatory)	\$65/Tenant	Fixed	No	Landlord
Holdover Rate (Situational)	\$200/day	Fixed	No	Landlord
Rekey Charge (Situational)	\$75	Fixed	No	Landlord

3. Explanation of Charges

- **Security Deposit (C.R.S. 6-1-737(3)(b)(I)):** Refundable if no damages occur during the lease term.
- **Lease Set Up Fee:** Within 7 days of the Lease start date, each Tenant must pay a one-time, non-refundable setup fee for Landlord's administrative and other costs incurred in processing this Lease transaction and applicable paperwork, including preparation of this Lease. The fee is also charged if a new Tenant is added to the Lease.
- **Trash Fee (C.R.S. 6-1-737(3)(b)(III)):** Tenant pays waste provider chosen by Tenant for waste collection services.
- **Add/Subtract Tenant(s) Charge:** Administrative fee charged to Tenant to reimburse Landlord's time and expense to add/remove Tenant(s) from the Lease. \$250/charge if some of the original Tenant(s) remain in the Premises; \$500 if all Tenant(s) are being replaced with new Tenant(s) approved by Landlord and a new lease is generated.

- **Utilities:** Not included in Total Price; subject to provider rates.
- **NSF Fee:** Charged to the Tenant if any Tenant payment to Landlord is declined by a banking institution or cancelled/rejected for any reason.
- **Processing Fee:** Charged to Tenant(s) if amounts due to Landlord are submitted as multiple checks and/or money orders.
- **Holdover Rate:** Charged to Tenant if Tenant remains in possession of the Premises after the expiration of the Lease without Landlord’s consent.
- **Renter’s Insurance:** Tenant pays insurer of their choice to comply with the mandatory renters insurance requirement in the Lease.
- **Rekey Charge:** Charged to Tenant if Tenant vacates the Premises and fails to return all keys to Landlord.

4. Prohibited Charges (C.R.S. 6-1-737(4))

- **Property Taxes (C.R.S. 6-1-737(4)(c)):** These are the responsibility of the Landlord.
- **Common Area Maintenance Fees (C.R.S. 6-1-737(4)(i)):** Included in rent; cannot be charged separately.
- **Processing Fees for Rent Payments (C.R.S. 6-1-737(4)(d)):** No additional fees may be charged for rent payments unless a cost-free payment option is available.
- **Late Fees on Non-Rent Charges (C.R.S. 6-1-737(4)(e)):** Late fees can only be applied to unpaid rent, not utilities or other fees.
- **Fees for Required Habitability Services (C.R.S. 6-1-737(4)(f)):** No charge for heating, plumbing, pest control, or other services legally required to provide a habitable living environment.
- **Fees for Tenant not providing a notice to vacate if Tenant moves out on the Lease expiration date.**

5. Tenant Acknowledgment

By signing below, I acknowledge that I have reviewed and understand the rental pricing and additional charges associated with my lease agreement.

Tenant Name: _____ Date: _____

Tenant Signature: _____

Landlord/Property Manager Name: _____ KEVCO Real Estate, Investments & Property Management _____



This agreement, dated _____ is by and between:
 NRH, Inc., a Colorado corporation d/b/a KEVCO Real Estate, Investments &
 Property Management "Landlord"
 And

 "Tenant"

Landlord agrees to Lease to Tenant, and Tenant agrees to Lease from Landlord, the "Premises" subject to all terms and conditions set forth in this Lease. Within (7) seven days of lease commencement, each Tenant listed in this Lease, will be charged a \$65 non-refundable setup fee for Landlord's administrative and other costs incurred in processing this Lease transaction and applicable paperwork, including preparation of this Lease. In the event any new Tenant is added to the Lease, the setup fee will be charged for each new Tenant.

Tenant Name: _____ **primary language is:** _____

1. **PREMISES** – The Premises shall be the property and all improvements thereon known as: _____, Fort Collins, CO _____,

and includes the following appliances provided by Landlord for Tenant's use:

Refrigerator (____), Range/Oven (____), Garbage Disposal (____), Dishwasher (____), Microwave (____),
 Clothes Washer: (____), Clothes Dryer (____), and
 Air Conditioning: Central A/C (____), Mini Split (____), Wall Unit (____), Window Unit (____), None (____).

Tenant shall not remove any appliances from the Premises without the written consent of Landlord. Tenant agrees to assume full responsibility for damage or misuse of any portion of the Premises, including the appliances, normal wear and tear excepted. Landlord is not responsible for loss or damage to Tenant's personal property, including food loss due to refrigerator malfunction.

2. **TERM** – The term of this Lease is for a fixed term, beginning at 5:00 p.m. on _____ ("Commencement Date") and ending at 12:00 noon on _____ ("Lease Expiration").

Tenant must vacate at Lease Expiration, at which time the Premises shall be clean, free of damage, free of Tenant's belongings, grounds tended, and otherwise in the condition required by this Lease. This Lease terminates at the expiration of the term without notice or demand being required by Tenant. If Tenant remains on the Premises following Lease Expiration, without the prior written consent of Landlord, Tenant shall be liable for rental damages. If Landlord provides a notice to vacate in accordance with state law or Tenant provides a notice to vacate, and Tenant fails to vacate the Premises at the end of the notice period, Tenant's failure to deliver possession of the Premises to Landlord will cause Landlord damages, including possible liability to a subsequent tenant, which are difficult to determine at this time and, accordingly, Tenant agrees that Tenant shall be liable to Landlord for liquidated damages of \$200.00 a day for each day that Tenant continues to occupy the Premises beyond the term of this Lease, in addition to rental damages.

3. OCCUPANCY – Tenant agrees that only those persons signed below as Tenant will reside at the Premises. Tenant may allow one guest to stay with Tenant for a maximum period of 15 days every six months, provided that such guest at all times maintains a separate residence and Tenant notifies Landlord in advance.

4. PETS – No Pets of any kind are permitted in or on the Premises, whether owned by Tenant, even temporarily, without first obtaining Landlord’s written consent. Consent may be withheld in the sole discretion of Landlord. “Pets” includes all animals, including but not limited to dogs, cats, fish, hamsters, birds, rabbits, and snakes. Pit bulls, ferrets or farm animals are never allowed. Aggressive animals, animals that create a danger to others or cause damage to the Premises or contradict Landlord’s insurance policy, in the sole discretion of Landlord, may be required to be removed from the Premises. All persons signing the Lease as Tenant or Guarantor agree to be financially responsible for any damage or injury to the Premises, or the property or person of others, caused by any animal in or on the Premises. Animal waste shall be removed immediately and never accumulate, and failure to do so will result in Landlord placing Tenant on a mandatory animal waste removal contract, at Tenant’s sole expense. In the event Tenant desires to have an assistance animal present on the Premises, Tenant shall first make a reasonable accommodation request to Landlord, preferably in writing.

5. APPROVED PETS – Only pets listed on the attached Pet Addendum, if any, shall be allowed on Premises.

6. USE – Tenant agrees to use the Premises solely as a private residence and for no other purpose. Tenant agrees to use the Premises only in a manner that is in compliance with the Landlord’s occupancy policy. Tenant shall not conduct a business on the Premises without first obtaining Landlord’s written consent. Landlord disclaims that the Premises are suitable for Tenant to “work at home” and Landlord is not responsible for any loss of income Tenant, Tenant’s occupants, guests or invitees may incur resulting from or related to an inability to work in the Premises for any reason, including but not limited to noise, disruptions or repairs. Tenant agrees not to engage in any illegal activities, including but not limited to the growing of marijuana for any purpose, on the Premises nor will Tenant allow others to engage in any illegal activities on the Premises. Tenant acknowledges that certain federal, state and local laws may allow for the seizure of the Premises in the event of any criminal use of the Premises, and Tenant agrees to defend and hold Landlord and Owner (defined below) harmless from any violation, loss, liability, seizure and claim (including reasonable attorney fees) incurred as a result of the violation of said laws by Tenant and/or any family member, or the guests or invitees of Tenant.

7. POSSESSION – Unless Landlord instructs Tenant otherwise, Tenant may take occupancy of the Premises at 5:00 p.m. on the Commencement Date. If Landlord is unable to deliver occupancy of the Premises to Tenant by the Commencement Date, this Lease shall not terminate, but the Commencement Date shall be extended to the date Landlord is able to deliver possession of the Premises to Tenant. Tenant agrees to accept possession of the Premises on the Commencement Date, as extended, provided that if the Commencement Date is extended by more than 15 days, Tenant may terminate this Lease at Tenant’s sole and exclusive remedy prior to Landlord delivering possession to Tenant. In no event shall Landlord be liable to Tenant for any damages, actual, consequential or otherwise, arising from or relating to any failure by Landlord to deliver possession of the Premises to Tenant by the Commencement Date.

8. RENT – Tenant agrees to pay to Landlord for the Lease of the Premises for the full term of this Lease the total sum of _____ Dollars (\$_____).

Payment shall be made in monthly installments in advance and without notice, demand, offset or reduction, with the first payment of (\$ _____) being due on the Commencement Date and remaining amount due in equal payments of (\$ _____) on the first day of each month through the full term of this Lease. Tenant agrees that Tenant's right to possession and all of Landlord's obligations under this Lease are expressly contingent upon the prompt payment of the monthly rent payment. Unless permitted by law, Tenant shall have no right to deduct from the monthly rent payment any amount claimed due for any reason, including due to any alleged breach by Landlord of Landlord's obligations under this Lease. When required by law, Landlord will make reasonable efforts to cooperate in good faith with Tenant's rental assistance application process, including providing necessary documentation to state or local housing agencies or administrators.

- a. Late Fees – Rent is considered “late” if it is not received by the due date (Lease Commencement, and thereafter, **on the first day of each month**). Certified funds may be required at Landlord's discretion if rent is not paid when due. Rents received after the eighth day of the month will be assessed a \$50.00 “Late Fee.” Landlord and Tenant agree that the Late Fee is not a penalty but rather is intended to compensate Landlord for administrative and other damages caused by Tenant's late payment, which would be difficult or impractical to determine and is a reasonable and acceptable liquidated estimate of such damages. Any Late Fee is due with payment of the rent for the month for which the Late Fee applies. If Tenant is delinquent, including paying Landlord the initial move-in charges and deposit(s), Tenant will be in material violation of the Lease.
- b. Form of Payment – Amounts owed by Tenant may be made in the form of a personal check, a cashier's check, a money order, or payment through an online Tenant Portal. Neither cash nor post-dated checks are accepted. Landlord may charge Tenant a fee for paying rent certified or cashier's check, money order or electronic payment if Landlord also provides Tenant with an option to pay rent at no charge. Multiple online payments are accepted, however, if more than one check or money order is submitted by Tenant per premises, a processing fee of \$10.00 will apply to each additional check or money order.
- c. Place of Payment – Payment may be made by Tenant in the following manner:
 - (i) U.S. mail, postage prepaid and addressed to KEVCO Real Estate, Investments & Property Management, 1124 West Mulberry Street, Fort Collins, CO 80521. Payment will be deemed received by Landlord upon actual receipt, not when placed in the mail or postmarked.
 - (ii) Delivery to Landlord's office during the hours of 9:00 a.m. to 5:00 p.m. MST, Monday through Friday, except holidays. Payment will be deemed received upon delivery.
 - (iii) Placement in the drop box provided at Landlord's office, which is provided only as a convenience for tenants. By using the drop box, Tenant agrees to accept all risk of loss of the payment, including due to theft. The drop box is checked daily during business hours and will be deemed delivered at the date and time payment is removed from the drop box by Landlord.
 - (iv) Submit payment via an online Tenant Portal which is provided to Tenant by Landlord as a courtesy only. Tenant accepts all responsibility for any misuse, error or other use of the

Tenant Portal payment feature which causes Landlord to not receive funds. The Tenant Portal may be discontinued at Landlord's discretion.

- d. Rejected Funds – If a payment tendered by Tenant is returned for any reason, the payment will be deemed as nonpayment and will subject Tenant to all Late Fees and other remedies available to Landlord under this Lease, and at law, for nonpayment of amounts due under this Lease. In addition, Tenant will be assessed a return payment fee of \$20.00, which shall become immediately due. Landlord may also require, at Landlord's discretion, all future payments by Tenant to be made in certified funds.
- e. Application of Payment – Except for Late Fees, Landlord, at Landlord's discretion, will apply all monies received from Tenant in the following order: (1) rent, (2) other charges and fees due from Tenant.

9. SECURITY DEPOSIT – Tenant agrees to provide Landlord a Security Deposit of _____ Dollars (\$ _____), which shall be payable to Landlord upon the signing of this Lease. Landlord shall hold this deposit as security for Tenant's performance of Tenant's obligations under this Lease. Tenant may not apply any portion of the Security Deposit toward the last month's rent or toward any other sums due under this Lease. Landlord may 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 caused by Tenant and Tenant will replenish the portion(s) of the Security Deposit applied towards Tenant's default(s) upon written notice from Landlord. Landlord may commingle the Security Deposit in an account with the security deposits of other tenants for other properties, which may include an interest-bearing account controlled by Landlord. Unless prohibited by law, Tenant agrees to waive their right to any interest earned on their Security Deposit. Tenant also agrees to waive their right for Landlord to use cash basis accounting for the Security Deposit accounting.

Landlord shall have up to sixty (60) days after the termination of this Lease, or surrender of the Premises (including returning all keys), whichever occurs last, to mail the Security Deposit, without interest, to Tenant at the last known address of Tenant, less any amount owed by Tenant under this Lease, any unpaid utility charges or any amounts required to clean or repair the Premises and to place the Premises in the condition required below, normal wear and tear excepted. Regardless of anything to the contrary in this Agreement, upon a Tenant's death, the Tenant (or the Tenant's Estate) agrees to pay damages in accordance with this section. A deceased Tenant is liable for all rent that was past due at the time of death. Liability for future rent is determined by when the Premises are vacated after notice, or by operation of law. A deceased Tenant's liability for future rent is limited to ten (10) business days if notice of death is given to Landlord and the Premises are vacated within ten (10) business days of that notice. If notice is given but the Premises are not vacated within ten (10) business days, the Tenant is liable for rent until the Premises are vacated. If the Premises are not vacated and notice is not given, the deceased Tenant shall not be liable for more than thirty (30) days of future rent after the date of death. For any period, Landlord agrees not to claim both past due rent and future rent. In addition to rent, if set forth in this Lease and otherwise not prohibited, a deceased Tenant is liable for all amounts that a Landlord may lawfully deduct from a security deposit pursuant to C.R.S. § 38-12-103(1)(b). The deceased Tenant's liability for these amounts includes all amounts due from the time of the Tenant's death through surrender of the Premises, whether by notice and vacating, or by operation of law. Landlord may retain the security deposit or any associated damage deposit sufficient to cover costs related to damage caused by the death of a Tenant,

and for any other lawful amounts or damages. Upon death, the Tenant is not liable for the repayment of any lease concessions.

If any portion of the Security Deposit is retained, Landlord will provide Tenant a written statement of the reasons for the retention of any portion of the Security Deposit retained, together with any portion of the Security Deposit returned. In the event the amount due Landlord exceeds the amount of Security Deposit, Tenant shall be liable to Landlord for payment of such amount, which shall become immediately due and owing.

If any portion of the Security Deposit is returned, all persons authorized as Tenant under this Lease shall be named on one check, which shall be mailed to one forwarding address, which must be provided by Tenant to Landlord in writing, receipt to be acknowledged by Landlord prior to the expiration of this Lease, or in the absence thereof, to the last known address of any Tenant signing this Lease. If multiple forwarding addresses are provided by Tenants, Landlord shall select one at Landlord's discretion.

10. CONDITION OF PREMISES ON MOVE-IN AND MOVE-OUT –

a. Move-In – Tenant acknowledges that prior to occupying the Premises, Tenant has examined the Premises and is satisfied with the condition. Tenant agrees that Tenant accepts the Premises “As Is” with “All Faults” without any warranty or guarantee expressed or implied by Landlord, unless prohibited by law. Tenant shall have seven (7) calendar days from the Commencement Date to inspect the Premises and to complete and return to Landlord the Move-In Checklist, on which Tenant is responsible to note any conditions of the Premises that are not in a state of good repair and condition. Landlord reserves the right to refuse acceptance of a Move-In Checklist not returned within 7 calendar days of Lease Commencement, or to review with Tenant any condition noted by Tenant on the Move-In Checklist that Landlord questions or disagrees. By accepting possession of the Premises, Tenant acknowledges and agrees that the Premises is free of any damage or defect and no repair is required or requested other than as stated in the Move-In Checklist, executed by all parties, and that the Move-In Checklist is conclusive and binding evidence of the condition of the Premises on the Commencement Date. Tenant's failure to complete and return the Move-In Checklist in a timely manner shall be deemed Tenant's acknowledgement and admission that the Premises was in a state of good repair and condition at the Commencement Date.

b. Move-Out – Tenant agrees to surrender the Premises upon the termination of this Lease in the same condition as when received on the Commencement Date, and as Landlord made repairs or improvements during the Lease term, normal wear and tear excepted. Tenant agrees to replace working light bulbs of the appropriate wattage, size and type in all fixtures, inside and out, and in appliances, at Lease Expiration. Tenant agrees to replace drip pans on range, at Lease Expiration. The Premises shall be fully cleaned inside and out, including garage and other utility type areas. All smoke / fire / CO detectors must have proper working batteries at Lease Expiration.

c. Final Inspection – Tenant understands that Landlord will perform an inspection of the Premises after Lease Expiration and Tenant has fully vacated the Premises, including removal of all trash and personal property. If the Premises is not ready for inspection after Lease Expiration, Tenant will be charged Landlord's costs for each return visit, in addition to holdover charges. No additional time will be given for cleaning the Premises or the moving of personal property. If Tenant contracts Tenant's own waste removal services, Tenants trash and recycling bins must be removed from the Premises

BEFORE Lease Expiration. If Landlord or an HOA contracted waste removal services, trash and recycling bins shall remain on the Premises but must be EMPTY at Lease Expiration. It is Tenant's responsibility to make certain that the Premises is left in the same condition that existed at Commencement Date, and as Landlord made repairs or improvements during the Lease term, normal wear and tear excepted. It is Tenant's responsibility to satisfactorily clean the Premises inside and out. If the Tenant leaves the Premises substantially less clean than when Tenant moved in, Landlord may withhold or deduct reasonable charges for cleaning by a professional cleaning company contracted for by Landlord from the security deposit in accordance with C.R.S. § 38-12-103, et seq. Property left at the expiration of this Lease will be considered abandoned and disposed of in accordance with applicable law, at Tenant's expense. In the event any Tenant vacates the Premises on a date earlier than Lease Expiration, Tenant shall remain liable for all amounts owed for the remainder of this Lease, unless Landlord has otherwise agreed in writing. A re-key charge of \$75.00 shall be automatically deducted from the Security Deposit if Tenant fails to return all keys at move-out.

d. Carpet Cleaning – Landlord has had any carpet professionally cleaned prior to the Commencement Date. After Lease Expiration, if additional cleaning, vacuuming, services, or product are necessary to remove stains, excess dirt, animal hair, animal odors, other odors, urine, etc., Tenant agrees to pay to Landlord any such charges incurred. This may include multiple professional cleanings, or in some cases, the replacement of the pad and/or carpeting, as well as other remedial measures. Odors and stains can come back days or even weeks after professional cleaning has occurred and may necessitate additional cleaning at a later date. If replacement is necessary, Landlord shall have the right to replace, at Tenant's cost and in accordance with law, the carpeting and/or pad with carpeting or pad equal to what existed on the Commencement Date and in a manner such that the uniformity in the appearance of the carpeting throughout the Premises (including color and texture) is the same that existed on the Commencement Date.

e. Mold – Tenant is advised that the presence of mold may cause allergic reactions or, in some cases, be a health hazard. Landlord has not performed any testing of the Premises or the ambient air for the presence of mold that is not readily visible and Landlord does not warrant that the Premises is free of all mold. Tenant is required and responsible to maintain the Premises, including the bath and kitchen areas, in a manner that is free of mold. Tenant agrees to use the bath fan and/or window for proper ventilation in the bathroom, and to regularly clean any bathroom exhaust fan(s) to prevent loss of airflow. Tenant agrees to remove any mold that forms on any ceilings or walls by scrubbing with a diluted bleach solution or other product designed to remove mold, without damaging the ceilings or walls. Failure of Tenant to take usual, routine and reasonable care to keep mold from forming that requires mold repair or treatment will be the Tenant's expense.

11. UTILITIES / SERVICES –

Tenant agrees to put the following utilities in Tenant's name by the first day of the Lease and to promptly pay all utilities and services: Water _____, Sewer _____, Electric _____, Gas _____, Trash _____.

Landlord agrees to place the following utilities into its name: Water _____, Sewer _____, Electric _____, Gas _____, Trash _____.

For utilities that are in Landlord's name, Tenant:

agrees to reimburse Landlord

does not agree to reimburse Landlord

for the actual cost of such services to the Premises, which shall be payable with the monthly rent payments. Tenant agrees to dispose of household trash and recycling by placement into its proper receptacle for regular collection and never allow trash to accumulate on Premises. Trash receptacles shall be stored inside the garage or out of street view except for Tenant's designated trash pick-up day. Tenant shall dispose of any extraordinary household trash, such as damaged furniture and the like, immediately and at Tenant's expense. Third party services may be contracted, at Landlord's discretion and at Tenant's expense, to remove any item which prohibits routine and timely trash removal or violates any municipal ordinance. Tenant is responsible for cleaning up, disposing of, or hauling away any tree limbs, branches, or leaves, that may fall into the yard, and to remove any newspapers or debris from the grounds immediately.

Internet, phone and cable are optional at Tenant's expense. No satellite dishes, cables, antenna, etc., shall be installed without Landlord's prior written consent. If installation is granted, Landlord may require removal of existing equipment and installation of new equipment by a professional, installation in a manner that does not require drilling into the siding, roof, or foundation structure, or other such restriction.

Tenant shall not allow any utility for which Tenant is responsible to become delinquent or be disconnected for any reason until Lease Expiration. Failure of Tenant to place or keep the utilities noted above in Tenant's name prior to or on _____, and during Lease term, and keep utility account in good standing, is a Lease violation, and will result in a \$10.00 service fee for unregulated utilities, per billing or notice received by Landlord, payable to Landlord, in addition to the utility bill and related charges. Tenant shall be responsible for any damages arising from the disconnection of the utilities that are Tenant's responsibility, including any disconnect or reconnect fees. Landlord shall not be liable for any disruption of service of any utility.

12. **TAXES** – Landlord shall be responsible for payment of all real property taxes assessed against the Premises during the term of this Lease.

13. **REPAIRS** – **Every tenant is entitled to safe and healthy housing under Colorado's warranty of habitability and 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.** Tenant shall keep the Premises clean and in good order and condition and immediately pay Landlord, upon demand, for the cost to make any repairs caused by Tenant's negligence or misuse or that of Tenant's family, guests, invitees or agents. Tenant shall give prompt notice of any non-emergency repairs or maintenance needed, via email info@kevco.com or via the Tenant Portal, and tenant shall include complete and clear information with their request. Landlord will make reasonable efforts to make necessary repairs in a reasonable timeframe or any timeframe required by law.

If Tenant is experiencing an emergency, for example, lack of heat during freezing temperatures, flooding, or sewer back up, Landlord will attempt to make necessary repairs within one business day. **Tenant should report all emergency repairs by calling the Landlord's office line at 970-419-8881. If outside of business hours, Tenant will be directed to on-call support. Email and online portal communications are NOT monitored outside of business hours, which are Monday through Friday between 9:00am and 5:00pm, and we are closed for holidays. Because on-call coverage rotates, always call**

Landlord's office line first rather than saving a technician's cell phone number. Scheduling repairs may take longer than times noted above depending upon the nature of the issue, availability of materials, availability of labor, etc.

You can mail or personally deliver written notice of an uninhabitable condition to the following address: 1124 W Mulberry St, Fort Collins CO 80521, by email at the following email address: info@kevco.com, or through our online tenant portal or platform with a web address of: www.kevco.com.

El inquilino puede enviar por correo o entregar personalmente un aviso por escrito de una condición inhabitable a la siguiente dirección: 1124 W Mulberry St, Fort Collins CO 80521, o por correo electrónico a: info@kevco.com, o a través de nuestro portal o Plataforma para inquilinos en línea por nuestra página de web: www.kevco.com.

Resetting a circuit breaker, resetting a garbage disposal, resetting GFCI outlets, replacing a water filter, and similar actions that can be reasonably performed by Tenant without assistance, shall be the responsibility of Tenant prior to contacting Landlord for maintenance. Burned out light bulbs shall be promptly replaced by Tenant at Tenant's expense with the proper size, type and wattage bulb. Tenant is not authorized to conduct any structural repairs or any cosmetic repairs that would permanently alter the appearance of the Premises in any manner. Tenant agrees that, except for any window being noted as cracked or broken on the Move-In Checklist, Tenant shall reimburse Landlord the cost to repair or replace any window that becomes cracked or broken during the Lease term.

Tenants shall be responsible for damages to the Premises caused by theft, break-ins, accidents or unexplained events of the Premises. Landlord reserves the right to charge a fee for any request made by Tenant for the repair of any item that Landlord determines was not a reasonable or necessary request. Tenant shall not incur any liabilities or expenses chargeable to Landlord.

Tenant acknowledges that failure to properly store food, dispose of trash, clean surfaces, or otherwise maintain sanitation can create conditions conducive to pests, including but not limited to insects and rodents. If an infestation or pest activity is determined to have resulted from Tenant's housekeeping practices, improper food storage, accumulation of debris, or failure to maintain cleanliness, Tenant shall be fully responsible for all costs of pest control treatment, remediation, and any related service visits. Landlord shall arrange for such services, and all associated charges shall be added to Tenant's account. Pest issues not attributable to Tenant's actions or housekeeping shall be addressed by Landlord in accordance with applicable law.

Tenant must make arrangements to provide access to the Premises to all persons whose entry is reasonably required to make any repairs to the Premises. Prior to entry, Tenant must move all personal property from, and clean, the area where the repairs will be made as reasonably necessary to complete the repairs. Tenant must remove or kennel unfriendly animals, or animals that will impede completion of repairs. If a repair person retained by Landlord is unable to enter or access the Premises, is unable to complete the repairs, or is delayed in completing the repairs due to Tenant's failure to perform any obligations stated in this section, Tenant shall pay any charge incurred by Landlord, including time and mileage and/or cost to cancel or reschedule the repair.

14. LANDLORD'S MAINTENANCE – Landlord shall maintain the plumbing system, electrical system, fixtures, heating, and other mechanical systems and make any other repairs to the Premises that are required to maintain the Premises in a manner that conforms to law, or as Landlord deems necessary or appropriate. Landlord makes no assurances as to the condition of any fencing which may exist, including whether the fencing is suitable to retain Pets within the yard. Repair or replacement of any fencing is at Landlord's sole discretion.

15. TENANT MAINTENANCE, CARE OF THE PREMISES –

a. Grounds Maintenance – Tenant shall be responsible to keep the Premises and the grounds in a clean and sanitary condition and shall immediately pick up or remove any pet waste, garbage or other debris left or deposited on the Premises or the grounds thereof. Tenant shall be responsible for all lawn care, including weed control, weed removal, pruning, mowing, trimming, watering and general upkeep, as well as snow and ice removal (unless service is provided by an HOA). Tenant shall keep sidewalks free of hazardous objects, ice and snow at all times. The City of Fort Collins requires that walks be cleared of snow and ice within 24 hours of the end of snowfall or will remove snow at Tenant's expense. Tenant shall keep the lawn sufficiently watered to maintain the health and appropriate seasonal appearance (green when reasonably possible) of the lawn. Tenant shall keep window wells and flower beds tidy and free from any debris. If the Premises is equipped with a sprinkler system, Tenant shall not alter the settings or system in any way. Tenant shall provide Landlord timely, written notice of any sprinkler system failure. If Tenant fails to report such malfunction which causes damage to the grounds, that damage shall be restored at Tenant's expense. Any damage to trees, shrubs, and grounds due to Tenant's acts or negligence will be repaired or replaced at Tenant's expense, including damage caused by insufficient watering. Tenant is required to provide Tenant's own equipment necessary to meet the responsibilities listed above. Tenant will not allow the lawn or weeds to exceed four inches in height. Tenants who do not comply with these requirements may be placed on a mandatory lawn care service, including placement of watering system which may not be adjusted or manipulated in any way, at Landlord's discretion and Tenant's sole cost. Tenant agrees to indemnify and hold harmless Landlord and Owner (defined below) from any fine, fee, charge or damage resulting from any fine, charge or requirement imposed by any HOA or other authority having the right to impose such for the failure to properly maintain the lawn, landscaping, vegetation or grounds of the Premises.

Tenant shall not place, store, or otherwise maintain tables, furnishings, firepits, equipment, or any other objects on grass or landscaped areas. Tenant acknowledges that prolonged placement of objects on turf can cause damage, including but not limited to dead grass, compaction, or impaired irrigation coverage. Tenant shall be responsible for all costs associated with repair or remediation of any lawn damage resulting from noncompliance with this provision. **Trampolines and pools are never allowed.**

b. Freezing Pipes – Tenant agrees to keep the Premises heated 24 hours a day to at least 62 degrees, and in severe cold weather to keep cabinet doors open so that heat will circulate around water pipes. Tenant agrees to disconnect outside hoses during cold months, which typically are September through April. Tenant will be held liable for damage to the Premises from freezing or broken water pipes, including consequential loss due to violating these requirements. Tenant must make arrangements as needed to comply with this section if Tenant will be away from the Premises for any extended period of time, as provided in subsection (l) below.

- c. Furnace and Utility Rooms - Tenant agrees to routinely change furnace filters in a manner consistent with manufacturer instructions, or as needed to maintain function of the furnace. Tenant shall not store personal belongings in utility rooms or spaces which hold a furnace or water heater.
- d. Notification of Building Problems – Tenant agrees to notify Landlord immediately upon first discovering any signs of structural or potential structural problems or any conditions that could result in structural or additional damage to the Premises if not timely repaired, including, but not limited to, cracks in the foundation, a tilting porch, a crack in the plaster or stucco, moisture in the ceiling, leaking fixture, leaking pipes, a leaky roof, a spongy floor, a leaky water heater, or any other water leaks, buckling sheetrock or siding, or termite activity. Failure to report a problem shall render Tenant liable for any increase in damages resulting from Tenant’s failure to timely report the condition.
- e. Smoke/Fire/Carbon Monoxide (“CO”) Detectors – Tenant agrees to check smoke/fire/CO detectors at least once a month to assure that they are working properly, replace any batteries as often as is necessary, and immediately report any defects to Landlord. Tenant or Tenant’s guests are prohibited from tampering with or disconnecting smoke/fire/CO detectors. Any detector tampered with and/or disabled will be reinstalled or replaced at Tenant’s expense.
- f. No Smoking – Tenant agrees that this is a non-smoking residence and that no smoking of any kind or nature, including, but not limited to ‘vaping’, is allowed by any person at any time inside the Premises. If smoking outside, Tenant and guests agree to dispose of all cigarette butts in a safe and timely manner, and to ensure that smoke is not allowed to enter the Premises or any neighboring property owned by third parties or otherwise create a nuisance to the occupants thereof. Tenant shall not throw cigarette butts on the grounds of the Premises. Failure to comply with the no smoking rule will be deemed a violation of this Lease. Tenant will be responsible for all repairs, replacement or cleaning required, including window coverings, carpets, walls, ceilings, doors, air cleaning or purifying, etc., due to any smoking inside or about the Premises.
- g. Fireplace, Woodstoves and Grills – The Premises has (____) does not have (____) a fireplace or woodstove. If the Premises has a fireplace or woodstove, Tenant may use (____) (may NOT use (____) the fireplace or woodstove. Tenant agrees to never place a gas or charcoal grill on any wooden deck, porch, or within 18 inches of the wall of the Premises and to use grills in a manner consistent with manufacturer instructions. Tenant assumes all liability for damages caused from use of any fireplace, woodstove, or grill.
- h. Windows & Bedrooms – Tenant agrees to never place sheets, blankets, or rugs over windows to act as window coverings. Tenant shall not use any room other than bedrooms for sleeping purposes.
- i. Property Values – To prevent unsightly appearance of the exterior of the Premises or any nuisance that could diminish property values in the immediate area, no “inside” furniture shall ever be placed outside.
- j. No Climbing on Roof – Climbing on the roof is strictly prohibited, a violation of this Lease, and may subject Tenant to eviction.
- k. Nuisance – Tenant agrees to will refrain from and not permit the making of loud noises or any threatening or abusive behavior which may disturb others, including, but not limited to other Tenants, neighbors, or Landlord. Tenant will ensure that the volume of any television, stereo, instruments, persons,

or other source will not exceed a level that would cause an unreasonable disturbance to other Tenants or neighbors or owners of adjacent properties. Reasonable complaints from neighbors shall be considered a violation of this section and subject to the same consequences as stated in section 17 below.

l. Tenant's Prolonged Absence – If Tenant is to be away from the Premises for work, vacation or otherwise, Tenant agrees to make arrangements with others as needed for Tenant to fully comply with Tenant's requirements to maintain and care for the Premises, as provided above, in Tenant's absence. Under no event shall any absence of Tenant from the Premises excuse or relieve Tenant from full compliance with Tenant's obligations under this Lease.

m. Drain Stoppages - Tenant is responsible for the clearing of all clogged drains, garbage disposals, toilets and sewer lines on the Premises unless said stoppage is the result of a structural defect or root growth in the sewer line. Drains will not accept items such as diapers, sanitary napkins, tampons, wipes, wads of toilet paper, balls of hair, grease, oil, large or hard table scraps, rags, newspapers, etc. Tenant agrees to pay for clearing any pipes or drains of any and all stoppages and for all costs of repair to any pipes or drains, whether on or off the Premises, due to any violation, except such as are solely caused by natural deterioration, structural defect or root growth. Tenant agrees to own and use a plunger when necessary.

n. Cleanliness - Tenant shall keep the Premises in a clean state including, but not limited to regular, consistent and routine vacuuming, dusting, grease removal, mildew or mold removal, mopping, etc. Failure to do so will result in Landlord contracting a professional cleaning company at Tenant's expense.

o. Landlord may limit or prohibit Tenant's right to photograph or video the Premises or others, including the use of camera/video doorbells. Tenant is prohibited from using drones on, in or above the Premises without Landlord's prior written consent, which may be withheld for any reason.

16. ALTERATIONS, DECORATIONS and REPAIRS – Tenant shall not alter or decorate the Premises without first obtaining Landlord's written consent, including but not limited to painting; wallpapering; installing gardens, window coverings/hardware, lock changes; etc. Tenant may hang framed pictures or wall décor weighing no more than 10 pounds per item using one (1) small finish nail not exceeding 18-gauge and 1.5 inches in length, and holes shall be kept to a reasonable minimum. No holes shall EVER be placed in ceilings, woodwork, windows, floors, or floor coverings. Tenant is responsible for restoration of any holes created during Lease term. Tenant may not place stickers on any surface of the Premises, fixtures, or appliances. No water furniture is allowed. No bidet or bidet style products shall be installed. No pullup/exercise bars may be installed in doorways. Except as noted in section thirteen (13) Tenant agrees not to make any repair to the Premises or fixtures or appliance, or personal property of Landlord, without first obtaining Landlord's written consent which may be conditioned at Landlord's discretion. Any alterations made by Tenant with Landlord's consent shall permanently become and remain part of the Premises unless Landlord, within its sole discretion, determines that such alterations or decorations should be removed. In such case Tenant shall be responsible to Landlord for the cost to remove the alteration or decoration and return the Premises to its pre-existing condition. Tenant agrees to indemnify and hold harmless Landlord and the owner of the Premises ("Owner") from any damages, costs or fees, including reasonable attorney fees, incurred as a result of any lien being imposed against the Premises and Tenant shall take all action as is necessary to cause such lien to be removed immediately. If the property is equipped with a front-view window decal identifying KEVCO as the Property Manager to contact in case of emergencies, Tenants will not remove, hide, or alter such decal.

17. **NOTICES, FINES, FEES** –Tenant agrees that Landlord may take such action as it deems necessary to remedy any violation at the cost of Tenant, and Tenant shall be responsible to reimburse Landlord for all costs, expenses, fines, damages or fees, incurred by Landlord resulting from or relating to any notice, complaint, or violation.

18. **VEHICLES** – Tenant may keep no more than one vehicle per Tenant on the Premises. All vehicles must be both operable and currently licensed. Landlord reserves the right, and Tenant authorizes Landlord, to have any vehicle that is beyond the number allowed, or is not operable, towed from the Premises or property on which the Premises is located, at Tenant’s sole cost, upon three (3) days’ written notice to Tenant. Tenant agrees to park Tenant’s vehicles only in assigned spaces or garage space, if applicable, and to keep those spaces clean of oil drippings and other accumulations. Tenant agrees to advise Tenant’s visitors about all parking regulations and to be responsible for their compliance with those regulations. Tenant further agrees not to park boats, recreational trailers, utility trailers and the like on the Premises, or the property on which the Premises is located, without first obtaining Landlord’s written consent. Tenant agrees not to repair any vehicles on the Premises, or any property on which the Premises is located, in a manner that interferes with any other Tenant’s use of the Premises or, if such repairs will take longer than a single day, unless the vehicle is kept in an enclosed garage. Tenant agrees that Tenant will not park any vehicle on any portion of the Premises, or the property on which the Premises is located, in any manner that violates any rule or regulation of any governmental authority or HOA. Tenant agrees to pay for all damages and fines, and to indemnify Landlord and Owner against any such cost, fines, damages or fees, resulting from Tenant’s violation of this section or any unlawful or improper parking or driving on the Premises.

19. **RULES AND REGULATIONS** – Landlord’s existing rules and regulations, if any, shall be signed by Tenant, attached to this Lease, and be incorporated into it. Landlord may adopt rules and regulations at a later time provided that they have a legitimate purpose, do not modify Tenant’s rights substantially, and do not become effective without notice of at least two weeks. Any HOA covenants or rules to which the Premises is subject are provided as an addendum to this Lease and shall become a part of and incorporated into this Lease. Tenant agrees to abide by such rules and regulations, and any violation thereof will be considered a breach of this Lease, and Landlord may seek any remedies available as provided in this Lease, including recovery of all costs, damages or fees, resulting from or relating to any violation of such rules and regulations.

20. **SUBLETTING / ASSIGNMENT** – Tenant may not sublet, sublease, or assign the Premises, in whole or in part, without the Landlord’s prior written consent. The Landlord will not unreasonably withhold consent and may impose reasonable conditions, including required fees and standard financial qualifications. Any proposed replacement or addition of a Tenant requires a completed rental application from the Landlord’s forms. The applicant must meet approval criteria and agree in writing to be bound by all terms of this Lease for its full remaining term. Applications to substitute **some but not all** existing Tenants must be signed by all remaining Tenants and include a \$250 administrative charge, due at application. Applications to assign the Lease to **entirely new tenants, with no existing Tenant remaining**, must include a \$500 administrative charge. These charges are separate from any application or other fees and are **not** cancellation or buyout fees. All existing Tenants remain fully liable under this Lease unless the Landlord expressly releases them in writing.

Tenants are responsible for securing replacement applicants, advertising as needed, and supplying all information required for processing.

For any change in roommates where **one or more original Tenants remain**, all Security Deposits held by KEVCO will **remain with KEVCO until the Lease expires**. Any reimbursement or transfer of deposit interests between incoming and outgoing roommates must be handled **solely between those parties**. Any approved new Tenant must agree to be jointly and severally liable with all other Tenants for damages from the Commencement Date forward.

Despite any sublease or assignment, all original Tenants remain jointly and severally liable for the full Lease term unless the Landlord agrees otherwise in writing. No subletting, subleasing, or assignment is permitted within **90 days** of the Lease end date noted in section 2.

21. SUBORDINATION – It is expressly understood and agreed that Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgages or deeds of trust hereafter placed upon Landlord's interest in the Premises. Tenant agrees to promptly execute and deliver, upon Landlord's request, such instruments subordinating this Lease to the lien of any such mortgages or deeds of trust, as are reasonably necessary in connection therewith, provided that Landlord delivers to Tenant, at the same time, an agreement by the holder of any such mortgage (or deed of trust) agreeing not to disturb or interfere with the rights of Tenant hereunder in the event of any foreclosure, so long as Tenant complies with all of the provisions of this Lease.

22. SALE OF PREMISES – If Owner intends to sell the Premises (or the building or property on which the Premises is located, if applicable), or otherwise transfers ownership in such to another party, the new owner, or it's agent, shall have the right to terminate this Lease in accordance with state law or assign the Lease to the new owner. Tenant shall look solely to the new owner or its agent for satisfaction of any further obligations of Landlord to this Lease, including but not limited to, return of the Security Deposit if Owner provided Tenant proper notice of the sale and assignment of Lease.

23. LOCKS – Unless noted on the Move-in Checklist, all locks are in working order and sufficient keys have been received by Tenant. Individual keyed bedroom door locks are not allowed. Tenant agrees not to change the locks on any door or mailbox or add any additional locks without first obtaining Landlord's written consent. Any approved change of the locks must be performed by a properly qualified locksmith approved by Landlord, and Landlord must be provided one duplicate key per lock within 1 business day of the changing of any lock. If Landlord cannot gain access to the Premises or a particular room during a scheduled appointment because it is locked by Tenant, the lock will be removed at Tenant's expense. Mail keys for boxes owned by the USPS or an HOA shall be handled between Tenant and the USPS or the HOA directly.

24. LOCKOUTS – During normal business hours, Landlord will make reasonable efforts to assist Tenant with a lockout of the Premises, but availability is not guaranteed. For lockout calls, Tenant will be responsible for paying the handyman or locksmith charge.

25. ACCESS – Landlord, its employees, contractors or agents, shall have the right to access the Premises at reasonable times for the purpose of repair, inspection, maintenance, making improvements, Lease enforcement, or to show the Premises to prospective tenants, purchasers or lenders, which may be scheduled between the hours of 8:00 a.m. to 8:00 p.m., Monday through Saturday, except Federal holidays, or for any other legal or statutory purpose. Tenant will be provided notice the day prior unless only access to the exterior of the Premises is required, in which case, same day notice shall be sufficient. However, Landlord shall not be required to provide notice to enter for emergencies (i.e. flooding) or to

check the Premises for Lease compliance which would be difficult to enforce if notice was given (i.e. unauthorized animal). Tenant agrees Landlord is not required to provide 48 hours' notice to inspect and treat the Premises for bed bugs. Such notice may be given by phone, by leaving a message on voicemail, by delivery of a written note, by email, or by text to any one (1) Tenant. The Premises may be shown to prospective, future tenants within 180 days prior to Lease Expiration, and a For Rent sign may be placed on Premises. Tenant understands that the Premises may be advertised in a variety of ways to encourage pre-leasing or sale, and that interior photos may be utilized in that advertising. Tenant agrees to cooperate with all showings, including removing or kenneling of vicious or unfriendly pets, and to keep the Premises in a neat and clean condition. Should the Premises, or the property on which the Premises is located, be listed for sale, appointments related to real estate transactions may also occur on Sundays between 8:00 a.m. and 8:00 p.m., and a "For Sale" sign may be placed on or about the Premises at any time.

26. INSURANCE – During the term of this Lease, Owner shall maintain fire and other casualty insurance coverage on the Premises. Tenant shall, at Tenant's sole cost, maintain renter's insurance coverage with a \$100,000.00 minimum, name KEVCO as an Additional Interest on Tenant's policy, and keep the policy in effect for the duration of the Lease. Tenant agrees that Tenant will not perform or permit any act in or on the Premises that will result in an increase in Owner's insurance policy premium, cause policy cancellation, or endanger the Premises.

Tenant agrees that Landlord shall not be liable for any damages, injury or losses to the person or property of Tenant, the Premises, or that of any other person, for any theft, burglary, assault, vandalism, or any other crime whatsoever. Landlord shall not be liable for personal damage, injury or loss to Tenant or to Tenant's family, agents, guests or invitees, or to any personal property of Tenant or that of Tenant's family, agents, guests or invitees, including, without limitation, due to fire, flood, water leaks, rain, hail, ice, snow, smoke, explosions, interruption of utilities, or acts of God, unless the same is directly and proximately caused by the gross negligence of Landlord. If any of the foregoing are caused by any act or omission other than Landlord's gross negligence, including any act or omission of Tenant or Tenant's, family, agents, guests, or invitees, Tenant agrees to indemnify and hold Landlord harmless from all claims, damages, judgments, costs and expenses, including attorney fees, arising out of the same.

27. FIRE OR CASUALTY DAMAGE – If the Premises, during the term of this Lease, is destroyed by fire or casualty, rendering the Premises wholly untenable per applicable law, Landlord and Tenant shall have the right to terminate this Lease in accordance with applicable law, and both parties shall be released from any further liability except for the purpose of enforcing any rights that may have been accrued to the date of the fire or casualty. Owner may also elect to repair or replace the Premises as necessary to return the Premises to a tenable state. During such time that all of the Premises is rendered untenable, Tenant shall not be responsible for payment of any rent unless the damages to the Premises was caused by Tenant, Tenant's occupants, guests or invitees, or Tenant is receiving alternative accommodation provided by Landlord. Should only a portion, but not all of the Premises be rendered untenable, Owner shall have the option of either repairing the damaged portion or terminating this Lease, as permitted by applicable law. In the event Owner decides to repair the damaged portion, this Lease shall not terminate, but the rent shall abate in the proportion that the square footage of the damaged portion bears to the whole, and such part so damaged shall be restored by Owner within such time as is reasonably practicable or required by law. Upon repair of the damaged portion, Tenant shall pay the full rent provided in this Lease through the remaining term of this Lease. Nothing provided in this paragraph shall make Landlord or Owner responsible for repairing or replacing any personal property or improvements of Tenant to the extent they

are damaged or destroyed by any cause other than the gross negligence of Landlord or Owner. Further, to the extent any fire or casualty damage is caused to the Premises by Tenant's willful or negligent acts, or those of Tenant's family, agents, guests or invitees, Tenant shall remain liable for all amounts owed under this Lease as if no fire or damage had occurred, and in addition, shall be fully liable for all amounts paid by Owner to cause the Premises to be repaired or restored, including any insurance deductible paid by Landlord or Owner and including all other costs, expenses or fees, including reasonable attorney fees, paid or incurred by Landlord or Owner.

28. **TERMINATION** –

a. **Termination Upon Expiration** – This Lease shall terminate at the expiration of the term as stated above, without the necessity of any notice from Tenant. Landlord shall be permitted to terminate the Lease in accordance with state law.

b. **Termination by Landlord for Cause.**

(i) **Default in Payment of Rent.** Tenant's failure to pay any rent or other amounts owed by Tenant under this Lease shall be a default of this Lease without any notice required except as required by Colorado law. Landlord may initiate legal proceedings to terminate Tenant's right to possession under this Lease due to Tenant's monetary default by giving Tenant ten (10) days' notice, in writing, demanding in the alternative payment of the rent due or possession of the Premises. **Domestic Violence Protections and Payment Plans.** If Tenant is a victim of domestic abuse, unlawful sexual behavior, or stalking as defined by C.R.S. § 38-12-402 and § 13-40-104(4)(e), and Tenant is served with a written demand for rent under this Lease, Tenant may be eligible to request a payment plan for rent arrears. To initiate this process, Tenant must submit written notice and provide qualifying documentation under C.R.S. § 38-12-402(2)(a). If Landlord receives proper notice and documentation, and if a payment plan is authorized by law, Landlord will not proceed with eviction as long as Tenant complies with the agreed terms of the payment plan.

(ii) **Statutory Right to Cure.** Pursuant to Colorado law, 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 the eviction notice, as well as any rent that remains due under this Agreement. If Tenant exercises Tenant's right to pay, Tenant agrees to pay in certified funds at Landlord's business office during business hours.

(iii) **Other Defaults by Tenant.** Landlord may terminate Tenant's right to possession under this Lease and regain possession of the Premises due to Tenant's breach of any provision or covenant of this Lease, other than for payment of rent, upon ten (10) days prior written notice of default, or such other period as may be provided in the notice, and Tenant's failure to cure the default within such time or Tenant repeats the default after such time.

c. **Landlord's Remedies upon Default** – If Tenant breaches or commits any default of any provision of this Lease, Landlord may terminate this Lease in accordance with state law and occupy the Premises and recover from Tenant, as damages, (i) all amounts owed by Tenant under this Lease to the date of termination, (ii) all costs of recovering possession of the Premises, (iii) all costs for advertising or commissions, and (iv) all costs to repair any damages to the Premises. In the alternative, Landlord

may terminate Tenant's right to possession and recover from Tenant, as damages, all amounts owed by Tenant under this Lease, plus an amount equal to (i) the full amount owed by Tenant under this Lease for the remaining term of this Lease, (ii) all costs of recovering possession of the Premises, (iii) all costs for advertising or commission to secure a new tenant, and (iv) all costs to repair any damages to the Premises and to prepare the Premises for occupancy by a new tenant, less the amount Landlord receives from any re-leasing of the Premises. The remedies of Landlord shall be cumulative and no one of them shall be construed as exclusive of the other or of any other remedy provided by law. The rights and remedies of Landlord provided hereunder shall survive the termination of this Lease.

d. Abandonment – If at any time during the term of this Lease, Tenant abandons the Premises, or any part thereof, Tenant shall be deemed in default of the Lease. Landlord may recover possession of the Premises, if Landlord can do so peacefully, or otherwise in the same manner as for a default of Tenant as provided above. Any personal property of Tenant remaining in or on the Premises shall be deemed abandoned, and Landlord may dispose of or retain such personal property as it deems appropriate and as permitted by applicable law, without any liability to Tenant whatsoever, and Tenant shall be liable for damages, costs or fees that Landlord incurs in the disposal of such personal property. If you leave it, you lose it! For purposes of this subsection, “abandonment” shall mean leaving the Premises unoccupied in excess of two consecutive weeks of any month for which the monthly rental payment due remains unpaid. Pursuant to Colorado law, the Premises is also abandoned upon the death of a sole Tenant if (1) the personal representative of Tenant's estate notifies Landlord in writing that the estate is surrendering possession of the Premises and any remaining personal property; or (2) thirty days have passed since the death of the Tenant and (a) rent remains unpaid; or (b) substantially all of the Tenant's property has been removed.

Default by Landlord – Except as modified by applicable law, if Landlord shall fail to observe or perform any material obligation under this Lease, and shall fail to remedy same within 15 days following receipt of written notice from Tenant specifying the alleged default, provided that if the default is of such a nature that it cannot reasonably be cured within said 15 day period, Landlord shall not be considered in default under this Lease if Landlord commences to cure such default within said 15 day period and diligently continues thereafter to complete said cure, then Tenant may terminate this Lease, as Tenant's sole and exclusive remedy. Tenant shall not be entitled to any abatement of rent, in whole or part, due to any breach or alleged breach of this Lease by Landlord, unless permitted by law. Landlord shall not be 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. Further, Landlord shall not be liable for any damage to Tenant for any breach of this Lease, unless Tenant has complied with providing Landlord proper notice of the alleged breach and Landlord has failed to cure the breach as provided in this paragraph.

e. Domestic Survivors - Legally eligible Domestic Survivors may terminate this Lease without penalty in accordance with the law. Tenant may initiate a Lease termination process by submitting written notice under C.R.S. § 38-12-402(2)(a); however, termination is not effective unless Landlord receives qualifying documentation from Tenant, either with Tenant's notice or within seven (7) days of Landlord's written request.

29. NON-WAIVER – Should either Landlord or Tenant waive their rights to enforce any breach of this Lease, that waiver shall be considered temporary and not a continuing waiver of any later breach. Although Landlord may know when accepting rent that Tenant is violating one or more of the conditions of this Lease, Landlord, by accepting the rent, is in no way waiving its rights to enforce the breach, except as modified by applicable law. Neither Landlord nor Tenant shall be deemed to have waived their rights to enforce any breach unless such waiver is stated in writing.

30. LEAD-BASED PAINT AND RADON – Tenant has been given a copy of the “Protect Your Family from Lead in Your Home” booklet (if the property was permitted to be built prior to 1978) and a Lead Paint Disclosure. By signing this Lease, Tenant confirms receipt of the Colorado Department of Health & Environment Radon Pamphlet.

31. JOINT AND SEVERAL LIABILITY – Every person signing this Lease as a Tenant agrees that they shall be jointly and severally liable with all other persons signing as a Tenant for all obligations of Tenant under this Lease or of any guarantee thereof. This means that each Tenant signing this Lease and each Guarantor is liable for the full amount of any and all financial or other obligations of this Lease. Landlord has no responsibility for resolving disputes or conflicts between Tenants whatsoever regarding any claimed responsibility or liability of one Tenant against another. In addition, all persons signing this Lease as a Tenant agree and authorize all other such persons to act as their agent for the purpose of accepting service of any notice provided in this Lease or for any notice or process required by law, relating to this Lease or the occupancy of the Premises, including service of any summons.

32. BROKERAGE DISCLOSURE – Landlord is a licensed Real Estate Entity in the State of Colorado.

33. ATTORNEYS FEES – In the event legal or equitable proceedings are required to enforce any provisions of this Lease, the prevailing party shall be entitled to recover against the other party all reasonable costs, including reasonable attorney fees, as may be incurred, as determined by a court. If the Landlord has filed an eviction due to Tenant’s Lease breach, including breaching for non-payment of rent, regardless of the outcome or disposition by the court, Tenant agrees upon request that the court shall make a determination who the prevailing party was in any eviction and whether any attorneys' fees and court costs sought by any party are reasonable. If for any reason the court does not make such determination in any eviction lawsuit between the parties, Tenant and Landlord agree that a court in any subsequent action between Tenant and Landlord shall make that determination. Cap on Attorney’s Fees: The attorneys’ fees and costs awarded to the prevailing party shall not exceed \$2,500.00.

34. WAIVER OF JURY TRIAL – Landlord and Tenant agree that in any action or proceeding in which Landlord is seeking possession of the Premises from Tenant, a trial shall be heard by a court sitting without a jury. Further, the parties hereto and any persons guaranteeing any performance hereunder, agree that any legal action brought concerning this Lease or any dispute hereunder shall be brought only in the courts of Larimer County, Colorado, which shall have exclusive venue and jurisdiction over any state action.

35. TENANT’S AUTHORIZATION TO RELEASE OF TENANT INFORMATION – By signing this Lease, Tenant consents that Landlord may release a copy of this Lease and applications and any information regarding Lease violations, Lease defaults, other party complaints, rent payment history, past addresses, forwarding addresses and phone numbers to any party claiming money due under the obligations of this Lease,

prospective rental housing references, and/or future Landlord(s), without recourse. Landlord may provide information on Tenant to or for law enforcement, governmental, or business purposes, and report unpaid amounts to credit agencies.

36. INTEREST – Except for late fees, any amounts owed by Tenant under this Lease and not paid prior to Tenant vacating the Premises shall accrue interest at the rate of twenty-four percent (24%) per annum until paid, which interest shall be in addition to any Late Fees owed by Tenant as provided above.

37. NO ORAL AGREEMENT – This Lease shall be construed according to its fair meaning and shall be deemed to be and contain the entire understanding and agreement of the parties hereto. The parties hereto agree that there are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning this Lease. This Lease may not be modified except in a writing signed by all the parties hereto. This Lease shall not be construed as an option to purchase.

38. MEGAN'S LAW – If the presence of a sex offender in your neighborhood is of concern to you, please contact the Larimer County Sheriff or the City of Fort Collins Police Department to obtain a list of registered offenders prior to signing this Lease.

39. NOTICE – Except as otherwise provided in this Lease or required by law, all notices provided for in this Lease shall be in writing and shall be delivered to the other party in person, or be sent by first class mail, postage pre-paid.

40. REFERENCE IN WORDING – Plural references made to the parties involved in this Lease may also be singular, and singular references may be plural.

41. FORCE MAJEURE - Landlord shall not be liable for any failure or delay in performing any of their respective obligations under this Lease when such failure or delay is caused by events beyond the reasonable control of Landlord, including but not limited to acts of God, war, terrorism, civil commotion, labor disputes, strikes, pandemics, governmental orders or regulations, embargoes, fire, flood, or other natural disasters ("Force Majeure Event"). The time for performance of any obligation shall be extended for the period during which performance is prevented due to the Force Majeure Event. Notwithstanding the foregoing, a Force Majeure Event shall not relieve Tenant of its obligation to pay Rent or other sums due under this Lease, unless such payment is specifically excused by applicable law or a written agreement between the parties.

42. CONTACTING YOU - Tenant consents to receive calls and text messages from Landlord, its agents, or service providers at any telephone number provided by Tenant, including through the use of an automated telephone dialing system or prerecorded voice messages, for purposes related to the tenancy, including but not limited to maintenance, rent reminders, and other notifications. Tenant understands that message and data rates may apply, and that this consent is not a condition of renting the Premises. Tenant may revoke this consent at any time by notifying Landlord in writing. Landlord, its agents, or service providers may contact Tenant by email at any time.

43. ELECTRONIC SIGNATURES - This Lease may be executed and delivered by electronic means, including by electronic signature or scanned copies of signatures sent via email or other electronic means. Landlord and Tenant agree that such signatures shall be deemed to be original and fully enforceable for all purposes,

and this Lease may be maintained in electronic form and shall be considered an original document.

ATTACHMENTS – If checked the following documents are attached and must be fully executed by all parties:

- Lead-Based Paint Disclosure
- Radon Disclosure and Colorado Department of Health & Environment Radon Pamphlet
- Pet Addendum
- Service or Support Animal Addendum
- Guarantor Agreement of _____
- HOA documents are attached to and become a part of this Lease. Tenant agrees to honor and abide by all terms pertinent to renters contained within the HOA documents. Tenant shall contact HOA to ensure attached documents are the most recent and will abide by any updates instituted by HOA.

ADDITIONAL PROVISIONS – Applicable if checked:

- OTHER: _____
- OTHER: This Lease is a continuation of the original Lease dated: _____

SIGHT UNSEEN: Tenant was able to inspect the Premises via video and or photos prior to signing the Lease. Unless prohibited by law, Landlord makes no warranties expressed or implied other than those stated explicitly in the Lease agreement. Tenant choses to sign the Lease ‘sight unseen’ for their convenience. Tenant will be fully obligated to all provisions of the Lease agreement whether or not Tenant takes possession of the Premises. Tenant accepts the condition of the Premises AS IS. Tenant agrees that any maintenance shall be done as required by the Lease and not by preference of the Tenant. Landlord cannot and does not guarantee that the Premises is free from the COVID-19 virus upon move-in. To the fullest extent permitted by law, Tenant assumes any risk associated with renting ‘sight unseen’.

FAIR HOUSING – C.R.S. § 24-34-502(1) prohibits source of income discrimination and requires a non-exempt landlord to accept any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person, including income derived from any lawful profession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program.

ACKNOWLEDGEMENT – Tenant understands that by signing this Lease, Tenant is entering into a legal contract that obligates Tenant to fully perform all obligations of Tenant stated in this Lease and renders Tenant liable for any breach thereof. Tenant is advised to seek his or her own legal counsel regarding any questions Tenant may have relating to Tenant’s legal obligations under this Lease, prior to signing this Lease. Tenant hereby acknowledges and affirms that Tenant has read and understands the terms of this Lease, has had the opportunity to consult with counsel, has decided to enter into this Lease knowingly, voluntarily, without force or coercion of any kind and agrees to abide by all terms stated in this Lease. Tenant acknowledges receipt of a signed copy of this Lease.

THIS LEASE CONSTITUTES A LEGALLY BINDING CONTRACT ENFORCEABLE BY LAW AND HAS IMPORTANT LEGAL CONSEQUENCES. PARTIES TO THIS CONTRACT SHOULD CONSULT LEGAL COUNSEL BEFORE EXECUTION. EXECUTION BY THE PARTIES ACKNOWLEDGES FULL ACCEPTANCE OF ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.

LANDLORD:

NRH, Inc., a Colorado corporation,
d/b/a KEVCO Real Estate, Investments & Property Management

By _____
Nicole Hanson, President

_____ Date

Tenant Name: _____

Date: _____

Tenant Signature: _____

Tenant Name: _____

Date: _____

Tenant Signature: _____

Tenant Name: _____

Date: _____

Tenant Signature: _____

Tenant Name: _____

Date: _____

Tenant Signature: _____