Armadillo Property Management Inc. 521 N. Taft Hill. Fort Collins, CO 80521 (970) 416-RENT (7368) Fax (970) 493-1443 E-mail: leasing@rentfortcollins.com

RESIDENTIAL LEASE AGREEMENT - FIXED TERM

This Lease is made on ______, 20_____by and between Armadillo Property Management Inc., Agent for the Owner ("Landlord"), and _______ (collectively, "Resident").

1. DESCRIPTION AND TERM:

The Landlord and Resident agree that the Landlord has this day leased to the Resident the premises known and described as:

to be used and occupied as a private dwelling upon the terms and conditions set forth in this lease, and for no other purpose.

The term of this lease shall be from 12:00 noon, ____day of _____20___, to 12:00 noon, ____day of _____20___. Unless renewed, the lease term shall end on the last day of the term without further notice.

Use of the Premises: Resident shall occupy and use the Premises as a private residence and for no other purpose. Resident shall not carry on any trade, profession, business, school, or course of instruction on premises without the permission of the Landlord. Use of the dwelling for other than residential use, operating a business or childcare service is prohibited.

The premises are furnished with the following appliances:

____(stove)____(refrigerator)____(dishwasher)___(washing machine) ____(dryer)____(microwave)

2. OCCUPANCY: The Premises will be occupied by solely by the Resident. If an additional person or persons are found to occupy the premises for more than 14 days without the written permission of the Landlord, Resident is in default of the lease and the Landlord may elect to terminate Resident's tenancy if Resident fails to cure the violation after receiving a Demand for Compliance from Landlord. **Personal disputes**: Landlord has no responsibility for resolving disputes or conflicts between Residents and their neighbors, whatever the nature of those disputes.

3. JOINTLY AND SEVERALLY LIABLE: Each and all Residents and guarantors are collectively and individually liable for any and all obligations of the Lease.

4. **RENT, LATE CHARGES, RETURN CHECK, PARTIAL RENT PAYMENTS:** The Resident shall pay to the Landlord base rent totaling \$_______, for the full term of this Lease. Base rent per month is \$_______, plus pet rent (if applicable), due in advance on or before the 1st day of each month. Weekends and holidays do not delay or excuse Resident's obligations to pay on time. Rent is late if it is not paid by 11:59 p.m. on the day it is due. If rent is not paid in full by 11:59 p.m. on or before the seventh day of the month, Resident will be charged a late fee of \$50.00 or 5% of the rent balance due, whichever is greater, on the eighth day of the month. Resident shall submit one payment per month for the full amount of the rent due. A processing charge of \$10.00 per payment will be assessed for more than one payment to equal the rent as well as a research fee of \$10.00 for failing to put your correct address on your check or money order.

The first month's prorated share of the rent is \$_____.

All monies received by the Landlord may be applied first to the oldest past due rent obligations. Any excess payments shall be applied to non-rent obligations of the Resident, including but not limited to: utilities, pet rent, returned check fee, security deposit, or any other maintenance charges due by the Resident if any.

("Premises"),

Pay all rents promptly when due to the Landlord at 521 N. Taft Hill. Fort Collins, CO 80521 or through the software tenant portal. Time is of the essence in paying all rents when due. Payment or receipt of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on the month's account. Under no circumstances shall Landlord's acceptance of a partial payment constitute accord and satisfaction, nor will Landlord's acceptance of a partial payment forfeit Landlord's right to collect the balance due on the account despite any endorsement, stipulation, or other statement on any check. If the first of the month falls on a weekend or holiday, it is the Residents' responsibility to make sure rents are paid prior to the delinquent date in order to avoid a late fee assessment.

A charge of \$20.00 shall be made to cover extra costs of handling a returned payment regardless of the reason the payment was not honored by the bank including but not limited to lack of signature or incorrect corresponding dollar amounts and additional charges may also be assessed. Returned payments are considered unpaid rent and therefore subject to evictions, late charges and returned check fees. Thereafter rents must be paid by money order or certified check. Resident(s) may not withhold rent or offset against rent for any reason without the expressed permission of the Landlord or unless permitted by applicable law. If a credit/debit card charge originally authorized by Resident is ultimately disputed by Resident, Resident will be deemed in breach of the Lease and the full amount of the charge disputed will be deemed due and owing.

If Resident elects to pay rent payments or other charges via Automated Clearing House (ACH) payments Resident is required to confirm that said payments are authorized and settled at the time the payment is made. If any ACH payment does not clear, it will be treated as a default (just like a returned check) under this Lease. Landlord has the right at any time to require Resident to pay all future payments by regular check, certified check or money order.

5. AGENCY DISCLOSURE: The Resident is given notice that Landlord is an agent for the owner and will act as an advocate and negotiate for the owner of the Premises. Landlord is a licensed Real Estate Broker in the State of Colorado. Landlord is leasing and or managing the Premises as principal or as agent/subagent for the owner and that Landlord is not agent for Resident. Any leasing and/or management fees due Landlord for this transaction will be paid by Owner and not Resident. Landlord owes duties to the Owner which include utmost good faith, loyalty and fidelity. Landlord shall disclose to Resident all adverse material facts about the Premises actually known (subject to the limitations of section 38-35.5-101, C.R.S.). Landlord is obligated to disclose any information regarding the Resident to the Owner.

6. UTILITIES: The Resident shall be responsible to pay for the following utilities and shall either arrange for the billing to the Resident's address prior to occupancy, or agree to pay utilities that are billed by the Landlord at the percentage listed below: The Utility Transfer Form must be completed and returned to our office no later than the date of move in or on move in day. If the form is not returned to the office by that date the keys may not be given out.

Utility	Owner Pay ('1)	Resident Name ('1)	Resident Billed % of Utility
Water / Sewer			%
Gas			%
Electric			%
Trash			%
Cable/Internet			%
Propane			%
Other			%

A \$75.00 SERVICE CHARGE WILL BE ASSESSED FOR EACH UTILITY NOT

TRANSFERRED TO AND MAINTAINED BY the Resident on the date the Lease begins and will be charged on each utility until the utilities are transferred to Resident. If the Resident vacates the Premises prior to the Lease expiration, Resident(s) will not have the utilities shut off for any reason and are responsible for all utility charges and service charges until the Lease terminates. If propane is provided the tank will be full at move in and will be filled at move out by the Landlord at the Resident's expense.

7. **GENERAL LEASE PROVISIONS:** Any violation of the following conditions shall be a breach of this lease and cause for eviction:

A. Law, Ordinances: Abide by all governmental laws and regulations including all City Ordinances regarding care, condition, and occupancy of the premises. This includes, but is

not limited to: keeping the yard free of weeds, keeping noise and parties under control so as not to disturb the neighbors; picking up all trash and rubbish (such as branches, leaves, litter, etc.) from and around the premises; having no abandoned or inoperable vehicles on the premises at any time; allowing no animal to run at large; having no animal that is a nuisance (excessive barking, tendency to bite, etc.); removing snow from sidewalks within 24 hours of the snow stopping, setting off fireworks; and at no time having inside furniture outside. If Resident fails to perform snow removal or yard maintenance necessary to cure a violation notice, Landlord may perform such work at Resident's expense plus \$10.00 or a 2% markup fee, whichever is greater. Resident shall indemnify and hold Landlord and Owner harmless from any and all claims, including fines, assessments, and attorney fees, incurred or related to a violation of any applicable law.

B. Rules and Regulations: Abide by all the Landlord's rules and regulations and all Homeowners Association rules and regulations (if applicable). The Resident Handbook is attached to and made a part of this lease. Rules and regulations of any condominium or neighborhood Homeowner's Association (if applicable) are incorporated herewith by reference. A copy of such will be made available for viewing by request. Any HOA rules and regulations supersede those rules and regulations of landlord. Resident shall indemnify and hold Landlord and Owner harmless from any and all claims, including fines, assessments, and attorney fees, assessed by the HOA.

Drug and crime free housing: Resident(s), any member of Resident(s) household/family C. and their guests shall not engage in or facilitate criminal activity on or near the Premises, including, but not limited to, violent criminal activity or drug-related criminal activity or any other violation of any Federal, State or local criminal law or any breach of the Lease that otherwise jeopardized the health, safety and welfare of the Owner, their Agent, other residents and guests or that which involves imminent or actual serious property damage. Violent criminal activity is defined as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another. Drug-related activity is defined as the illegal manufacture, sale, distribution, possession, or use of a controlled substance. This includes the growth, use or possession of marijuana regardless of quantity on or near the Premises. Violation shall constitute a substantial violation of the lease agreement and noncompliance of the lease and be considered grounds for termination of tenancy and eviction. Colorado state's marijuana laws do not and cannot override federal drug laws. So, we prohibit all possession, possession for sale, distribution, transportation, cultivation and manufacture of marijuana.

D. Quiet enjoyment: Any threatening behavior by the Resident(s) and/or their guests towards the neighbors or a vendor or Armadillo Property Management, Inc. shall be cause for eviction and non-renewal of the lease. Resident shall not create noise, vibration, odors, or other nuisances that unreasonably disturb the neighbors. Resident must make a concerted effort to be especially quiet between the hours of 10:00 p.m. and 8:00 a.m. in consideration of the neighbors. Resident shall not use machinery or any other apparatus, which would damage the premises or annoy any other residents or neighbors.

E. Trash removal: Dispose of garbage and refuse properly. If trash removal is the responsibility of the Residents, a local service with weekly trash pick-up must be maintained.

F. Smoke alarms and CO alarms: Test smoke alarms and CO alarms at least once a month to assure they are working properly, replace any batteries as necessary, and immediately report any defects to Landlord. Residents are forbidden to disconnect smoke detectors and CO alarms. Residents will be liable to Landlord and other injured parties for any loss or damage from fire, smoke, or water, if that condition arises from Resident neglect or misuse of smoke alarms and CO alarms or failure to report malfunctions. Burning of candles is not allowed. If a smoke or CO alarm is found disabled, taken down and/or missing, a service charge of \$75.00 per each alarm will be assessed as well as the cost and labor for replacement at the Resident's expense.

G. Improvements: Make no alterations, installation, repairs or redecoration (including painting) of any kind to the premises without first obtaining written permission from the Landlord. Any improvements made by the Resident shall become the property of the Owner and shall otherwise benefit the Owner. Nevertheless, the Landlord may require the Resident, at the Resident's sole cost and expense, to remove such improvements and return the Premises to its original condition. No additional antennas, phone, cable outlets, satellite dishes, alarm systems or lock changes are permitted without obtaining permission from the Landlord.

H. Yard care: Keep the dwelling and grounds in a clean and sanitary condition. Ground maintenance, including yard care and snow removal is the responsibility of the: Resident Owner. If yard care is the responsibility of the Resident(s), it is expected that the yard receive maintenance including watering, mowing, trimming, raking, weed removal, and/or removing snow and ice as needed throughout this lease term. Any damage to trees, shrubs and lawn due to Resident's action or negligence will be repaired or replaced entirely at the Resident's expense. Resident shall pay any such charges immediately upon presentation of bills by Landlord. If the yard is not receiving reasonable maintenance, Resident will receive one written notice to correct the deficiency.

If the deficiency is not corrected within 48 hours, Landlord will provide lawn maintenance at the Resident's expense plus either \$10.00 or a 2% markup fee, whichever is greater, on the maintenance services. Lawn mower, electrical cords, hoses, and sprinklers if any, left on the Premises by the Owner are provided as a courtesy. Resident shall assume responsibility for damage or injury to anyone during the use of said equipment and shall hold the Landlord and Owner free and blameless of liability for any damage or injury. An annual cleanup of the yard may be performed by a qualified landscape contractor at the Owner's request.

All hoses must be disconnected from outside water faucets prior to freezing weather to prevent freezing and the resulting damage to water lines. Any repair expenses due to the freezing of exterior faucets or water pipes and any resulting damage will be borne solely by the Resident. The Landlord shall have no duty to remove any ice, sleet, or snow and shall not be responsible for injuries caused by Resident's failure to remove ice and snow.

I. Mold. The Landlord/Owner has no knowledge of any damp or wet building materials and/or mold or mildew contamination. To minimize the occurrence and growth of any future mold in the premises, Resident agrees to the following:

1. MOISTURE ACCUMULATION. Resident shall remove any visible moisture accumulation in or on the Premises, including but not limited to, walls, windows, floors, ceilings and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence.

2. PROPER VENTILATION. Resident shall regularly allow air to circulate in the Premises. Resident shall use bathroom fans (where present) while showering or bathing. Resident shall use kitchen exhaust fans (where present) whenever cooking or dish washing and keep climate and moisture in the premises at reasonable levels. If no fan is present, the Resident shall open the window to allow air circulation. Resident will contact Landlord if window locks are needed. Resident is advised to keep all large furniture (dressers, sofas, armoires, etc.) at least one inch from wall to allow air to circulate behind the item, and to avoid blocking or covering any of the heating ventilation or air conditioning ducts in the unit.

3. CLEANLINESS. Resident shall clean and dust the premises regularly and shall keep the Premises, particularly kitchen and bath clean. Regular vacuuming, mopping, and use of a household cleanser to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food mold. Remember to change your vacuum cleaner bag regularly.

4. NOTIFICATION OF AGENT. Resident shall promptly notify Landlord in writing of the presence of the following conditions:

- a) A water leak, excessive moisture of standing water inside the Premises.
- b) An overflow from bathroom, kitchen or laundry facility.
- c) A water leak, excessive moisture or standing water in any common area.

d) Mold growth in or on the Premises that persists after resident has tried several times to remove it with household cleaning solution such as Tilex Mildew Remover or Clorox, or a combination of water and bleach.

e) A malfunction in any part of the heating, air conditioning, ventilation system, including, but not limited to, bathroom and range fans in the premises.

5. LIABILITY. Agent cannot be held liable for health or personal property damage due to unreported mold conditions. Agent cannot fix what Agent does not know about. Resident shall be liable to Owner for damages sustained to the premises and for damages sustained to the Resident's person or property as a result of Resident's failure to comply.

J. Vehicles: Vehicles or trailers shall not be parked on the lawn at any time. All vehicles and trailers shall remain on the paved areas, so as not to injure or damage the lawn. Any damage caused by a vehicle or trailer to the Premises will be charged to the Resident. No vehicle repair work other than routine maintenance shall be allowed on the Premises or the parking area adjacent to the Premises. Resident and Landlord agree that any abandoned, unlicensed, or vehicles with expired license tags, derelict, inoperable and/or wrongfully parked vehicles on the premises may be towed away by the Landlord or hired agent at the Resident's expense, after posting a notice in a conspicuous place on the vehicle indicating the Landlord's intent to tow said vehicle. Resident further agrees not to store or park any trailer, camper, boat or other similar recreational item on said premises without the written consent of the Landlord. Landlord shall not be responsible for any vehicles parked on the Premises. The only vehicles consistently allowed to park on the Premises are those listed on the Resident's application.

K. Drains: Resident is responsible for the clearing of all clogged drains and sewer lines on the Premises, unless said stoppage is the result of structural defect, or root growth in the main sewer line.

L. Frozen Pipes: During freezing weather, Resident must keep the residence heated to at least 60 degrees Fahrenheit and keep cabinet and closet doors open so that the heat will circulate around the interior water pipes to prevent freezing. Resident will be liable for repairs to the Premises if damage is caused to the water pipes as a result of violating this requirement.

M. Non-smoking: Resident(s) shall not use, or permit any guests or invitees to use, any tobacco products, cigarettes, pipes, cigars, e-cigarettes/vapes, marijuana, or any illegal substance within the Premises, in any common areas on or around the Premises, or within 20 feet of the Premises. Resident is responsible for costs necessary to eliminate odors and/or stains resulting from tobacco smoke residue if deemed necessary by the Landlord.

N. Storage space: If any storage space is provided by Landlord, it is understood that the storage space is only to accommodate the Resident, and the Resident uses the same at their own risk. Resident further agrees that Landlord shall not be liable for any loss of property stored in such storage space or any damage or injury or loss whatever.

O. Renter's Insurance: Residents are required to have renters' insurance for the term of the Lease. Residents must have Armadillo Property Management Inc. listed as an additionally interested party on their policy. Resident shall be responsible for all liability for damages, theft, and accident in or about the Premises. The Landlord shall have no duty to insure the Resident's personal belongings or property to include vehicles. Resident agrees to make no claim for any damages against the Landlord for any loss of personal property, personal injury, theft, breakage, sewage back up, or any other damage or injury to property resulting from fire, smoke, rain, flood, environmental problems, water leaks, hail, ice, snow, lightning, wind, explosions, and interruptions of utilities. Resident agrees to bear any risk for loss, damage or injury not covered by insurance. Resident and all occupants and guests must exercise due care for their own and other's safety and security especially in the use of smoke and/or carbon monoxide detectors, fire extinguishers, dead bolt locks, window latches, and other security devices.

P. Move-in Report: The Resident accepts the premises in its present condition except as specifically noted on the move-in report, which is provided electronically and made part of this lease. Failure of the Resident to provide list of damages within seven (7) days of lease start date accept property in 100% clean, damage free condition. The Resident agrees to accept the premises "as is" and that no warranty or guarantee is expressed or implied by the Landlord or the Landlord's Agent. The Landlord reserves the right to refuse a move in report after seven (7) days of occupancy or if it is inaccurate. The completed move-in report will be kept on file until the Resident's move-out inspection, at which time the original move-in report will be used to verify condition of the Premises at move-out compared to condition of the Premises at move-in.

Q. Move-out inspection: Resident will leave the Premises in a clean condition free of all trash, debris and any personal property or belongings, ordinary wear and tear excepted. Resident

will be liable for any damages that the Landlord may suffer due to Resident's failure to leave premises in required condition, including any loss of rent for the next Resident or costs incurred due to the delay of the next Resident. Resident shall allow the Landlord to inspect the Premises with or without the Resident being present to verify the condition of the Premises at the time of move-out. Landlord encourages the Resident to be present at the move out inspection. If the Premises is not ready for move out at scheduled appointment time, the Landlord will reschedule the inspection and a \$100.00 re-schedule fee will be assessed.

R. Facsimile Counterparts or Email: This Agreement may be executed in any number of counterparts, including facsimile counterparts (by electronic transmission) each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

S. Neither Resident, nor their guests, invitees, licensees or contractors shall engage in any conduct interfering with Landlord's ability to conduct its business operations. Resident shall not publicly disparage Armadillo Property Management Inc. through social media or other outlets.

T. Grills, Firepits. Grills, barbeques, firepits, outdoor heaters, or any other device with an open flame are not allowed on patios, porches, or balconies and must be located more than 20 feet from any building at the Premises.

8. MAINTENANCE: It is the Resident's responsibility to notify the Landlord of any maintenance needed which may pose a hazard to the property, as well as the Resident's health and safety in writing or by email as follows:

Tenant shall deliver written notice of an uninhabitable condition as follows: U.S. Mail/Personal Delivery: 521 N. Taft Hill. Fort Collins, CO 80521 Email: <u>maintenance@rentfortcollins.com</u>

El inquilino deberá enviar un aviso por escrito de una condición inhabitable a la siguiente dirección: U.S. Mail/Entrega en mano: 521 N. Taft Hill. Fort Collins, CO 80521

Correo electrónico: maintenance@rentfortcollins.com

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.

Resident will be responsible to notify the Landlord of any water leak within 24 hours of its discovery or the Resident will be held responsible for removal of the water and any repairs resulting from the water damage including but not limited to mold.

Resident may not repair or cause to be repaired any condition, regardless of the cause without the Landlord's permission. Resident shall be responsible for all damages to the Premises caused by theft, burglary, vandalism, break-ins or accidents on the Premises. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of the technician, will be at the Landlord's sole discretion. Landlord may require advance payment for repairs for which Resident is liable. If Resident fails to promptly reimburse Landlord any repair costs that Resident is obligated to pay, Resident will be in default. All costs for repairs that are made necessary by abuse or neglect of the property by the Resident(s) or their occupants, guests, invitees, licensees or contractors will be subject to an additional \$10.00 or 2% markup fee, whichever is greater, payable to the Landlord. **Trip charges: If Landlord or a repair person is unable to access the Premises after making an appointment, by phone call or posting notice with Resident to complete the repair, Resident shall pay any for any charges invoiced by vendor for additional time and mileage.**

Repairs: The Landlord shall be responsible for the following maintenance/repair duties during the term of this Lease; however, the Resident shall be responsible to pay additional charges for any of the items below if the repairs are made necessary by the abuse or neglect of the property by the Resident(s), occupants, guests, invitees, licensees, or contractors. Landlord agrees to maintain the following items: repairs to the exterior of the premises, repairs to heating, appliances, wiring and plumbing facilities. The washing machine, clothes dryer, microwave, air conditioner and dishwasher (if applicable) are provided as a courtesy and are not subject to immediate maintenance or replacement should failure occur. Washer

must be hooked up with steel braided hoses. The Landlord is not responsible for loss of perishable items due to refrigerator malfunction. After receiving the maintenance request the Landlord shall have a reasonable time to repair, or the time permitted by applicable law, considering the nature of the problem and the availability of materials, labor, and utilities. Unless permitted by applicable law, any delay of repairs shall not release the Resident from the obligation of paying rents when due nor shall the Resident be compensated for down time of appliances or use of their home and utilities.

9. **INSPECTION: The Landlord or its agents shall have the right to enter the Premises for the following purposes:** inspecting the Premises for damage or needed repairs or improvements, making necessary repairs or improvements, exhibiting the Premises to prospective residents or buyers, the Owners, to determine compliance with the lease, or for any other lawful purpose. If Resident fails to permit reasonable access, Resident will be in default under the Lease. Such entry may be made after advance notice, during normal business hours with 24 hours written or verbal notice, stating the time and purpose of entry whenever possible. Landlord reserves the right to show the Premises to prospective residents prior to the expiration of the current lease term and advertise in all appropriate media, including the Internet, as being available for lease. A sign and lock box may be placed on the property at this time. Entry may be made without prior notice if the Landlord or its agent is unable to contact the Resident or if Landlord or its agent reasonably believes that an emergency exists such as fire, flood, or concern regarding Resident's health and safety and requires immediate entry, or in an attempt to prevent circumstances which could cause damage to the Premises.

10. HOLD OVER: If, after the Lease expires, Resident remains in possession of the Premises and continues to pay Rent without a written agreement as to possession, then the tenancy will be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's Rent paid under the Lease, and subject to all the terms and conditions of the Lease. Resident will indemnify and hold harmless the Landlord for damages, including lost rent, lodging expenses and attorneys' fees if Resident holds over after the end of the lease term and Landlord has re-rented the Premises. Verbal notice to remain or vacate the premises is not sufficient under any circumstances.

11. FULL OR PARTIAL ASSIGNMENT OF LEASE: Any assignment or sublease shall be granted at the sole discretion of the Landlord, which may be withheld for any reason, and shall only be effective upon written agreement by all parties. If, with Landlord's prior written approval, all current Residents depart and the Lease is assigned to new residents, the parties shall sign a Lease Assignment and Resident shall pay a non-refundable \$500.00 fee for processing the Lease Assignment. If, with Landlord's prior written approval, less than all current Residents depart and are replaced by one or more assigned to new residents, the parties shall sign a Roommate Transfer Agreement and Resident shall pay a non-refundable \$300.00 fee for processing the Roommate Transfer Agreement. If an Assignment or Roommate Transfer is approved, , all balances on the account must be paid including all utility payments and transfers made to the new Resident(s) if applicable.

12. ATTORNEY FEES: In the event of a legal action concerning this Lease the losing party shall pay to the prevailing party reasonable attorney fees and costs to be fixed by the court wherein such judgement shall be entered.

13. WAIVER OF JURY TRIAL FOR POSSESSION HEARING ONLY: Landlord and Resident agree to waive any and all rights to a trial by jury at any hearing to determine possession of the Premises.

14. **ABANDONMENT:** Abandonment will be determined at the Landlord's sole discretion. Indications of abandonment include failure to pay rent for more than 10 days after written notice from Landlord, failure to accept notices, failure to return phone calls or emails, property found unlocked, one or more of the utilities have been shut off, no activity on property for more than 3 days, information that it appears as the Residents have moved, appearance of vacant or littered interior. To the fullest extent permitted by law, Resident shall not hold Landlord liable in any way for the disposal of such property. Landlord shall be entitled to reasonable compensation for costs and services rendered in removing such property.

15. EVICTION: If the Resident is in arrears in the payment of any installment of Rent or any portion thereof, or in default of any other covenants or agreements in this Lease ("Default"), then the Landlord may, at the Landlord's option, undertake any of the following remedies without limitation after providing the Resident ten (10) days' written notice: (a) declare the Term of the Lease ended; (b) terminate the Resident' right to possession of the Premises and reenter and repossess the Premises pursuant to Colorado law; (c) recover all present and future damages, costs and other relief to which the Landlord is entitled; (d) pursue Landlord's lien and remedies; (e) pursue breach of contract remedies; and/or (f) pursue any and

all available remedies in law or equity. In the event possession is terminated by reason of default prior to expiration of the Term, the Resident shall be responsible for the Rent and additional payments occurring for the remainder of the Term, subject to the Landlord's duty to mitigate such damages.

16. DEFAULT & FUTURE RENT: If the Resident vacates the premises prior to the end of the lease period, without an approved assignment of lease, the Resident shall remain liable for all obligations under the terms of this lease agreement, including the obligation for future rent. If the Landlord has claims in excess of the deposit the Resident shall remain liable for any additional claims, upon Resident's default and even if Landlord recovers possession of the premises and otherwise terminates Resident's tenancy, it is agreed that Resident shall be liable for the balance of the rent set forth herein through the expiration of the term of this lease. In addition, Resident is liable for Landlord's costs and expenses incurred as a result of Resident's breach of the Lease.

17. SECURITY DEPOSIT: At the time Resident(s) sign(s) the Lease, they will pay a security or damage deposit in the amount of \$______. The Security and Pet Deposit (if applicable) and any additional deposit required must be paid in full prior to move in.

The above shall be held by the Landlord as faithful performance for the Resident's obligations under this lease. The security deposit may, at Landlord's discretion be retained for amounts due to Landlord including but not limited to unpaid rent, unpaid utilities, late fees, NSF fees, assignment fees, roommate transfer fees, cost of repairs, cleaning costs and other costs incurred by the Landlord, ordinary wear and tear excepted. Any amount in excess of any damage, cleaning, or repair costs or unpaid rent shall be returned to the Resident without interest within <u>60 (sixty) days</u> following the termination of this Lease or the surrender and acceptance of the Premises by the Landlord, whichever occurs last. Resident understands and agrees that the security deposit shall not be credited as payment for advance rent. Landlord shall have the right to apply such portion(s) of the security deposit reasonably necessary to remedy any default(s) by Resident in the payment of rent, late fees or any other sum, or to repair any damage to the remises or to Landlord's property caused by Resident and Resident shall replenish the portion(s) of the security deposit applied towards Resident's default(s) upon written notice from Landlord. Resident shall not be entitled to any interest income earned on the security deposit.

If a refund of the security deposit is due, Landlord shall refund the deposit in one check issued payable in the names of **ALL** Residents listed on the Lease and mailed to the forwarding address provided by Resident.

RETURN OF THE SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISIONS:

- a. Full term of the lease has expired, or been terminated without default by Resident.
- b. No unpaid late charges, delinquent rent or accelerated rent are due.
- c. No damage to Premises.

d. Entire Premises must be cleaned. A copy of the cleaning instruction sheet is made a part of this lease. Any additional cleaning will be charged back to the Resident.

f. **CARPETS PROFESSIONALLY STEAM CLEANED.** Carpet cleaning must be done by a professional carpet cleaning company, to be arranged and paid for by the Resident prior to the move-out inspection. A receipt from the cleaning company must be provided to management at scheduled checkout or the carpets will be re-cleaned at the Resident's expense. Rented cleaning machines are not acceptable. If the Landlord schedules carpet cleaning for the Resident a 2% service charge or \$10, whichever is greater, will be added to carpet cleaning receipt.

g. No burn spots on carpeting, or indentations or scratches in wood flooring or vinyl flooring.

h. All debris, rubbish, and garbage (including furniture) are removed from the premises.

i. All burned out light bulbs replaced with the same type and size bulb and missing drapery hooks replaced.

j. All keys and garage door openers returned at scheduled check out (see key list).

k. All utility bills paid in full.

1. All pet waste must be removed from the yard, lawn mowed and watered or snow removed from all walkways if applicable.

m. Any costs for repairs that are made necessary by abuse or neglect of the property by the Resident(s) or their guests at move out will be subject to an additional \$10.00 or 2% markup fee, whichever is greater, payable to the Landlord.

18. ATTACHMENTS: By signing this Lease, Tenant acknowledges that Tenant has received the following disclosures:

X Lead-Based Paint Disclosure Form

X EPA Living with Lead Pamphlet

<u>X</u> Radon Disclosure

<u>X</u> CDPHE Radon in Real Estate Transactions Pamphlet

____ Homeowners' Association Declaration, Rules, Policies

X Real Estate Brokerage Disclosure

<u>X</u> Resident Handbook

____ Pet Addendum

____ Sight Unseen Form

X_Move-in Inspection

____ Financial Guarantee Form

____ Other: _____

19. DESTRUCTION OF PREMISES: If the building is destroyed and made untenable by fire or other causes, the Landlord or Resident shall have the right to terminate this Lease and the Landlord shall return the Resident's deposit less any utilities and the unused portion of any prepaid rents within 60 days of termination. If the damage or casualty event is due to Resident's, or Resident's occupants, guests, licensees, invitees, or contractors negligent or intentional conduct, the rent shall not abate or prorate, and Resident shall be liable to Landlord for any amounts due under this lease, plus all damage caused by such negligent or intentional conduct. Nothing herein shall be construed so as to compel the Landlord to rebuild the Premises in case of destruction. Regardless of the extent of damage to the Premises or any portion of the v, Landlord may also upon written notice immediately terminate this Lease, if in Landlord's sole and absolute discretion, any repairs necessitated by any event would be either impractical or dangerous, if Resident continued to occupy the Premises.

20. DELAY OF OCCUPANCY OR INCONVENIENCE: If occupancy will be delayed or disturbed for construction, repairs, cleaning or previous tenants' hold over, Landlord is not liable to Resident for the delay nor shall the Resident be compensated for down time of appliances or use of their home. The lease agreement will remain in force, proration of rent back to Resident will be adjusted for the delay at Landlord's sole discretion.

21. SOURCE OF INCOME DISCRIMINATION: 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 derived from any lawful possession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program.

21. **KEYS**: The following keys have been provided:

____ House
____ Garage Openers
____ Storage Unit
____ Mail
____ Other: _____

USPS mailbox keys are not transferable. Residents must get a mailbox key at the local Post Office at Resident's expense.

22. ANIMAL(S): Resident shall not have any kind of pets or animals on the Premises unless they are expressly permitted in writing by the Landlord, by having a signed pet addendum, which shall be incorporated into the Lease. Resident shall be responsible for any and all costs of repair,

I/We have read and understand the above (initial) ______ _____

cleaning expenses, or other damages caused by animals allowed on the Premises, regardless of whether Resident has received approval any signed an pet addendum.

23. WAIVER: The waiver by Landlord of any term shall not be deemed to be a waiver of such term on any subsequent breach of the same or any other term. Landlord's subsequent acceptance of rent shall not be a waiver of any preceding breach by Tenant of any term other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of preceding breach at the time of the acceptance of rent.

24. ACKNOWLEDGEMENTS; COPY OF LEASE. By signing this lease, Resident acknowledges that: (a) Resident received a disclosure from Landlord about Landlord's application fees prior to Resident submitting a rental application; (b) Resident received a receipt from Landlord for any application fees and deposits Resident paid at the time of Resident's application; and (c) Resident received any statutorily required disclosures from Landlord regarding any known pest control issues affecting the premises. Resident agrees that if Resident fails to notify Landlord within ten (10) days of executing this lease that Resident did not receive a copy of the fully executed lease from Landlord, Resident's failure to notify Landlord shall be considered Resident's acknowledgment of receiving a copy of the fully signed lease.

ADDITIONAL PROVISIONS: _____

This lease agreement and the written notations upon it, together with the attached items, constitute the entire lease agreement between Landlord and Resident(s) binding each Resident jointly and severally to performance of all covenants, conditions, and requirements of the written lease agreement. Neither Landlord nor Landlord's agent has made any oral promises, representations, or agreements. An invalid clause or the omission of initials does not invalidate the lease agreement. Neither party shall be bound by any other or different terms unless those terms are first reduced to writing and signed by all parties.

THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY JOHNSON MUFFLY & DAUSTER, PC, LEGAL COUNSEL FOR BEVERLY PERINA, BROKER, ARMADILLO PROPERTY MANAGEMENT INC. IT MAY NOT BE ALTERED OTHER THAN BY COMPLETING ANY BLANK SPACES IN THE FORM.

Date this _____ day of _____ , 20____

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:	RESIDENT:
ARMADILLO PROPERTY MANAGEMENT INC.	
BY:	
TITLE:	
Rev. 2/2025	

The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP46-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

LEAD-BASED PAINT DISCLOSURE (Rentals)

Attachment to Residential Lease or Rental Agreement for the Premises known as:

Street Address	City	State	Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY.

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty up to \$10,000 (plus adjustment for inflation) for each violation.

Disclosure for Target Housing Rentals and Leases Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure to Tenant and Real Estate Licensee(s) and Acknowledgment

- 1. Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.
- 2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):
 - Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 - Landlord has knowledge of lead-based paint and/or lead-based paint hazards are present in the housing (explain):

3. Records and reports available to Landlord (check one box below):

- Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Tenant's Acknowledgment

- 4. Tenant has read the Lead Warning Statement above and understands its contents.
- 5. Tenant has received copies of all information, including any records and reports listed by Landlord above.
- 6. Tenant has received the pamphlet "Protect Your Family From Lead in Your Home."

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Landlord's Disclosure, has informed Landlord of Landlord's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

Landlord	Date	Tenant	Date
Landlord	Date	Tenant	Date
Real Estate Licensee (Listing)	Date	Real Estate Licensee (Leasing)	Date

Sight Unseen Agreement A Applicant(s):		
Applicant(s).		
		ARMADILLO property management
Rental Address:		
City:	State:	Zip Code:

Applicant is renting unit SIGHT UNSEEN.

Applicant understands the unit is in "as is" condition and that the landlord is under no obligation to make any changes upon applicant viewing the unit. Applicant agrees to take the unit described above in its "as is" condition and assumes all responsibility with regard to the cosmetic condition of the apartment. If applicant declines the unit for any reason, the applicant waives any and all claims they may have against the landlord in connection with the lease for, and occupancy of, the unit described above. Applicant agrees that he has not relied on any statements of the Owner/Agent regarding the condition of the unit in entering into this Agreement.

This form requires signatures from all applicants before the applications will be considered complete.

Applicant:	Date:
Applicant:	Date:
Applicant:	Date:
Owner/Agent:	Date:
Owner/Agent:	Date:

This form has not been approved by the Colorado Real Estate Commission. It was drafted by legal counsel Tschetter Sulzer, PC.



THIRD PARTY NOTIFICATION FOR PROPERTY MANAGERS AND OWNERS

Please enroll the following customer for Xcel Energy's Third Party Notification.

Third Party Notification provides notification to another party in the event an account receives a disconnection notice. The third party will receive a copy of the disconnection notice that is sent to the customer of record. A disconnection notice is issued when electricity or natural gas services are in jeopardy of being disconnected.

Tenant Information

Completing this form authorizes Xcel Energy to mail a copy of any Disconnection Notice to the third party named below.

Name (Please Print)	Phone
Address	Apartment/Unit Number
City	_ State ZIP

Xcel Energy Account Number

I agree and authorize Xcel Energy to mail any disconnect notices to the party listed below.

This form will only be used for notification of pending disconnections and does not allow the Third Party any additional access or details of the account holder. This notification will be effective for one year after activation. This notice can be removed from the account by either party by contacting customer service at the phone number below.

Tenant's Signature	Date
--------------------	------

This request will not be accepted without the tenant's signature.

Mail any disconnect notices to the party listed below.

Third	Partv	Information
		mormation

Third Party Name (Please Print) Armadillo Property Management Phone 970-416-7368

Address: 521 North Taft Hill Road Apartment/Unit Number City Fort Collins

State: CO zip: 80521

__ Date _____

Third Party Signature

This request will not be accepted without the third party's signature.

We will make every effort to send a copy of the Disconnection Notice to the party specified. We are not responsible if the third party fails to receive or act upon the notice.

*The Third Party Notification service does not modify in any way Xcel Energy's liability, if any, for property damage that may result from disconnection of a tenant's utility services.

Xcel Energy 24-hour Residential Service: 1-800-895-4999 Residential Service Fax: 1-800-895-2895

PET ADDENDUM

	This Pet Addendum ("Addendum") is attached	ed to and is part of the L	Lease ("Lease") dated
	, 20 between Armadillo	Property Management In	c. ("Landlord") and
			("Resident").
	Resident desires to keep the following describe	ed pet or pets (collectively, '	"Pet") in the Premises
Resider	nt occupies under the Lease, which Landlord agr	rees to permit subject to the	Lease and Addendum:

Туре:	Breed:
	Weight:
Туре:	Breed:
Name:	Weight:
Туре:	Breed:
Name:	Weight:

The Lease prohibits keeping pets without the Landlord's permission, which may be withheld for any reason. Landlord is willing to allow Resident to keep the above-described Pet on the condition that Resident agrees to comply with all the following provisions, in addition to the Lease:

- 1. To pay additional monthly pet rent of \$35.00 or 1.5% of base rent, whichever is higher ("Pet Rent"), due in advance on or before the 1st day of each month, in addition to Rent. Pet Rent shall be due and payable in the same manner as Rent, as set forth in Section 4 of the Lease.
- 2. To deposit with Landlord \$300.00 as an additional security deposit as set forth in the Lease, which shall be held as security for the faithful performance of this Addendum. The tenant will be charged a black light fee to examine the property for pet waste upon move-out if pet waste or pet odor is present. Tenant further agrees that the additional security deposit required by this Addendum may be used for any purpose allowed by Security Deposit section of the Lease and Colorado law.
- 3. To keep the Pet from causing any annoyance or discomfort to others and to immediately remedy any complaints concerning the Pet.
- 4. To keep the Pet from damaging any property belonging to the Landlord and all others.
- 5. To immediately pay for any injury, damage, loss, or expense caused by the Pet.
- 6. To keep the Pet under control at all times.
- 7. To keep the Pet restrained, but not tethered, when it is outside of the dwelling.
- 8. Not to leave the Pet unattended for any unreasonable periods.
- 9. To hold Landlord harmless from all liability arising from the Tenant's ownership or keeping of the Pet, including but not limited to any liability resulting from the Landlord turning Pet over to local animal control authorities should the Pet be found unsupervised.
- 10. To dispose of the Pet's droppings properly and immediately. Any pet waste inside the Premises shall be a material default under the Lease.
- 11. To provide to Landlord a picture of the Pet.

- 12. To ensure that Pet will wear the appropriate Local Animal License, a valid Rabies Tag and tag bearing the owners name and phone number. All licenses and tags must be kept current.
- 13. To provide Landlord with evidence from the veterinarian that all necessary shots are current and that the Pet does not display a tendency to be aggressive or harmful.
- 14. Tenant agrees to control flea infestation and will exterminate if necessary, and upon demand, in any and all areas affected with full cost to be paid by tenant.
- 15. Tenant agrees that Landlord will not be responsible for the injury, harm, or death of the animal, and agrees to hold Landlord harmless for any damages suffered as a result of any harm caused on the animal or by the animal upon another person, guest or employee. Tenant shall be responsible for the entire amount of all damages caused by the Pet as well as the entire amount of any injury to individuals or property. Tenant is encouraged to obtain a Pet Liability Policy that can be added as a rider to most renter insurance policies.
- 16. Pet must be spayed/neutered and of at least one year in age.
- 17. Pet shall not create any conflict or disturbance with others and will not threaten any physical harm to anyone.
- 18. A violation of the Addendum is a material default under the Lease.

Should the Tenant fail to comply with any part of this Pet Addendum, Landlord reserves the right to revoke permission to keep the Pet. In such event, the Tenant agrees to permanently remove the Pet from the Premises within the 5 days of receiving written notice from the Landlord. Failure to comply with same shall be grounds for termination of the Lease.

LANDLORD:

RESIDENT:

Armadillo Property Management Inc. By:	
Authorized Agent	
-	

This form has not been approved by the Colorado Real Estate Commission. It was drafted by legal counsel Johnson Muffly & Dauster, PC, legal counsel for broker Beverly Perina, broker, Armadillo Property Management Inc. It may not be altered other than by completing any blank spaces in the form.



Property Address: ___

Please have the utilities marked below, transferred into your name before your move in date of: _____

The completed form must be returned to our office no later than the date you are moving in or on your move in day. If the form is not returned to our office by that date, you will not be able to get your keys. You are welcome to email the form to leasing@rentfortcollins.com prior to your move in.

Xcel Energy: Gas, Electric 1-800-895-4999 <u>www.xcelenergy.com</u>	Account Number:	Start Date:
City of Fort Collins Utilities: Electric, Water/Sewer, Trash 970-212-2900 <u>www.fcgov.com</u>	Account Number:	Start Date:
City of Loveland: Electric, Water/Sewer, Trash 970-962-3000 <u>www.lovgov.org</u>	Account Number:	Start Date:
Fort Collins Loveland Water District: Water/Sewer 970-226-3104 <u>https://fclwd.com/support/pay-bill/</u>	Account Number:	Start Date:
Poudre Valley REA: Electric 1-800-432-1012, option 2 <u>www.pvrea.coop</u>	Account Number:	Start Date:
Town of Berthoud: Water/Sewer 970-532-2643 <u>www.berthoud.org</u>	Account Number:	Start Date:
Town of Severance: Water/Sewer 970-686-1218 <u>https://www.townofseverance.org/</u>	Account Number:	Start Date:
Town of Johnstown: Water/Sewer, Trash 970-587-4664 <u>https://johnstown.colorado.gov/</u>	Account Number:	Start Date:
Republic Services: Trash 970-484-5556 <u>https://www.republicservices.com/</u>	Account Number:	Start Date:
Other:	Account Number:	Start Date:

If you have any questions or concerns, feel free to call our office at 970-482-9293.

Thank you in advance, Armadillo Property Management



Heidi McBroome All About Insurance 4007 S Lincoln Ave #440 Loveland, CO 80537

Renter's Insurance – Why do I need it?

Many people don't realize that renter's insurance covers so much more than just your personal property. You get liability protection up to \$500,000, loss of use, medical payments for others, established home insurance history and coverage for your personal property.

- Personal property is covered for the same losses as a homeowner's policy. Fire, theft, wind, water lightning, etc. subject to the deductible. You can also schedule more valuable items like jewelry, sports equipment, firearms and more.
- Personal liability is a huge protection for you and the landlord. Should there be a situation and a loss occur the person or company experiencing that loss is going to want to be reimbursed. This coverage will allow for that reimbursement if you are found liable. Without a Renters policy you could be sued personally for the damages.
- Medical Payment covers people visiting you that do not reside in the same home. If someone is injured on your property this provides immediate medical attention.
- Loss of use is one of the most valuable coverages built into a renter's policy. Should the place you live become uninhabitable due to a covered loss you would be given a check to get another place to stay. Additional expenses happen if there is a fire or water loss, and it takes time to get you back into your home. This coverage will give you the peace of mind that you are not calling out to a family or friends for a place to stay.

Lastly, renter's insurance is affordable and establishes property insurance history. Most renter's policies are under \$20/ month. People that buy a home and have had renter's insurance will get a better rate because of that established history.

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards.
 Generally, lead-based paint that is in good condition is not a hazard (see page 10).





Protect Your Family From Lead in Your Home



€EPA

United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- · How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or leadbased paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

• Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway Bethesda, MD 20814-4421 1-800-638-2772 cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236 Washington, DC 20410-3000 (202) 402-7698 hud.gov/lead

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U. S. EPA Washington DC 20460 U. S. CPSC Bethesda MD 20814 U. S. HUD Washington DC 20410 EPA-747-K-12-001 March 2021

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact U.S. EPA Region 1 5 Post Office Square, Suite 100, OES 05-4 Boston, MA 02109-3912 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact U.S. EPA Region 2 2890 Woodbridge Avenue Building 205, Mail Stop 225 Edison, NJ 08837-3679 (732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact U.S. EPA Region 3 1650 Arch Street Philadelphia, PA 19103 (215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact U.S. EPA Region 4 AFC Tower, 12th Floor, Air, Pesticides & Toxics 61 Forsyth Street, SW Atlanta, GA 30303 (404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact U.S. EPA Region 5 (LL-17J) 77 West Jackson Boulevard Chicago, IL 60604-3666 (312) 353-3808 **Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact U.S. EPA Region 6 1445 Ross Avenue, 12th Floor Dallas, TX 75202-2733 (214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact U.S. EPA Region 7 11201 Renner Blvd. Lenexa, KS 66219 (800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact U.S. EPA Region 8 1595 Wynkoop St. Denver, CO 80202 (303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada) Regional Lead Contact U.S. EPA Region 9 (CMD-4-2) 75 Hawthorne Street

San Francisco, CA 94105 (415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact U.S. EPA Region 10 (20-C04) Air and Toxics Enforcement Section 1200 Sixth Avenue, Suite 155 Seattle, WA 98101 (206) 553-1200

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or stateapproved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

• Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to leadbased paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

Other Sources of Lead, continued

- Lead smelters or other industries that release lead into the air.
- Your job. If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old toys and furniture may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

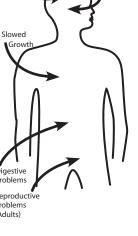
- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain



Brain Nerve Damage

Hearing

Problems

Health Effects of Lead

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

^{*} Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*

RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- Avoid renovation methods that generate large amounts of lead-contaminated dust. Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federallyowned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- · On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- + 10 micrograms per square foot $(\mu g/ft^2)$ and higher for floors, including carpeted floors
- + 100 $\mu g/ft^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot $(\mu g/ft^2)$ for floors, including carpeted floors
- + 100 $\mu g/ft^2$ for interior windows sills
- + 400 μ g/ft² for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

 In addition to day-to-day cleaning and good nutrition, you can temporarily reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover leadcontaminated soil. These actions are not permanent solutions and will need ongoing attention.



- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or statecertified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has leadbased paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:



- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD** (5323) for a list of contacts in your area.³

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or stateapproved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Resident Handbook a Guide to Renting

Welcome !

We are pleased and appreciate that you have chosen Armadillo Property Management Company and hope you will find your new home and our services up to your expectations.

In this Handbook you will find detailed information designed to facilitate a mutual understanding of what is expected of you, the new resident and made a part of your lease agreement. Listed below are some common misunderstandings regarding your lease.

1. Your rent is **due on the 1st day** of each and every month and **if rent is not paid in full by 11:59 p.m. on or before the eighth (8th) day of the month, Resident will be charged a late fee of \$50 or 5% of the rent balance due, whichever is greater.** That includes weekends and Holidays. If the rent is paid after hours or on weekends, please put the rent check in an envelope with your name and property address and drop it in the after hours drop slot on the right-hand side of the office door. DO NOT pay cash. (Pg 1, #4.)

2. Your rent must be paid with **ONE check per household** or a processing charge will be assessed for multiple payments. (Pg 1, #4)

3. If you are allowed a pet, you must have a signed **animal addendum** and pay a pet deposit before your pet is allowed on the property. (Pg 8. #20)

4. If you are responsible to pay your own utilities, those utilities must be in your name the date your lease starts. If not put in your name a **SERVICE FEE** will be assessed on your account. (Pg 2, #6)

5. Your security deposit is NOT TO BE used for rent or utilities. Your security deposit will be refunded within **60 days** of your lease expiration. **One** check will be issued with the names of all persons on the lease. All utilities must be paid in full prior to the security deposit refund, if not paid they will be taken out of the security deposit and a service charge will be assessed. (Pg 6, #9)

7. If the **lawn care** is your responsibility, it must be mowed and watered weekly. (Pg 3, #H)

8. We <u>require</u> Renters Insurance. Please check with your car insurance company for rates. Your personal belongings are NOT covered by the property insurance. Residents must have Armadillo Property Management listed as an additionally interested party on their policy. (Pg 4-5. #O)

9. Your **move in check in sheet** is due back to us with in the first 7 days of your occupancy. If no move in sheet is received, any damages we find at move out will be your responsibility. (Pg 5, #P)

10. You may **assign your lease or change roommates**; however, we have certain criteria you must follow prior to doing either one of these. (Pg 6, #10)

11. Armadillo requires a 60-day written notice to vacate or a lease renewal must be signed. (Pg 6, #9)

12. We do not require that you be present at your move out inspection. Carpets MUST be professionally cleaned and a receipt provided at the move out inspection. (Pg 7, #F)

Please take some time and fill out the information below for your own health and safety:

Location of breaker box:
Location of water shut off:
Fire extinguisher: # and location
Test CO and smoke alarms monthly and change batteries as needed:
Location of furnace:
Location of water heater and shut off:
Fire safety and escape plan:

Appliances:

Dishwasher: Regardless of TV commercials you may have seen, it is always smart to scrape dishes before placing them in the dishwasher. Otherwise, the little garbage disposal in the dishwasher may become clogged, causing the dishwasher to wash or drain improperly, or even flood the kitchen floor. This mess could cause damage to the floor, sub-floor or basement ceiling below. A quick rinse also cuts down on the need for rehashing, thus saving you electricity, water and gas to heat the H2O. Periodically check the bottom of the dishwasher for food, lids, broken glass or any other small items tossed there during a wash cycle. This area needs to be clean so that the dishwasher will drain properly. If there is a filter in this area, it needs to be removed and cleaned regularly. Always use soap designed for use in dishwashers. NEVER USE LIQUID SOAP IN A DISHWASHER. If you do, there will be a huge bubbly mess all over your kitchen floor!

Disposal: Be sure to keep a strainer over the drain to keep foreign objects out of the disposal. When you run the disposal, feed the garbage in gradually along with lots of cold water and let it run for at least one minute. Use the disposal only for edible items, and please don't use it to clean out the refrigerator. Never put grease, onion skins, potato skins, bones, celery, or stringy meat down the disposal- they tend to clog it. Any charges for disposal repair due to negligence will be charged to the resident. If for some reason the disposal suddenly stops and makes a terrible noise, <u>turn it off immediately</u>! Don't put your hand down it. Use a pair of tongs to fish out whatever has fallen into it. When you have cleared it, push the reset button located on the bottom of the disposal itself, it's usually a small red button, and try again.

Gas appliances- hot water heaters, furnaces: If you smell natural gas, leave the residence immediately and call 911 and Xcel Energy toll free: (800) 895-4999 from another location. Do not turn lights on/off before you leave, this could result in a spark and may cause an explosion. If the pilot light on the water heater, furnace or stove has gone out, please contact the office, do NOT try to re-light the pilot by yourself.

Microwave: If you have a microwave, keep the inside clean by removing the glass tray, if any, and washing it by hand or running it through the dishwasher, then wash the inside walls with a sponge or washcloth, and soap and water, running well. Baking soda paste may be used on stubborn spots. Do not use SOS pads on your microwave. If not cleaned frequently, grease and food will become very hot whenever the oven is running and permanent damage to the inside walls can occur.

Refrigerator: When you defrost the refrigerator, set the control knob to defrost. Place a pan in the lower compartment to catch melting water and empty it as necessary. Do not force the ice with any implement; let it melt on its own or hurry it along by placing a pan of hot water in the freezer section. Any damage done to the refrigerator will be charged to the resident. Clean evaporative pan under fridge and vacuum evaporative coils underneath.

Stove: *Do not use oven cleaner on self cleaning ovens*. When using oven cleaner, always protect the floor or counter tops with newspaper to prevent chemical burns and stains. SOS pads and a lot of elbow grease will get drip pans clean. Drip pans are sometimes too corroded or stained and must be replaced.

Washer & Dryer: Having a washer & dryer in your home is a convenience. Please take good care of your washer and dryer, and they will take care of your grubby stuff for you. Before each load of clothes, make sure any lint filters in the washer and dryer are clean. Washer must be hooked up with steel braided hoses. Do **NOT** overload the machines or use more than the recommended amount of detergent, rinse agent, etc. Check your laundry for items that could damage the drums, such as a pocketknife, flashlight, etc. Never use tints or dyes in the machines. You can optimize drying time and save on your electric bill if you sort by fabric weight. A load of lightweight knits and woven items dries faster and better without heavy jeans, towels or sweatshirts increasing drying time and causing the lighter weight fabrics to be over dried and perhaps shrunken or wrinkled as well. Allowing in-town friends to do their laundry at your home is a violation of your lease. This causes undo wear and tear on the washer and dryer, and results in higher utilities bills, also. Please be considerate of your roommates when doing laundry.

Balconies: Balconies and terraces cannot be used as a storage area.

Carpet: Please vacuum the carpet in your home or otherwise arrange to have the carpet vacuumed on a regular basis. Ground-in dirt resulting from residents is a violation of the lease and foregoing shall be considered damage beyond ordinary wear and tear. Such damage could result in replacement of the carpet throughout the entire residence at residents' expense.

Move-in sheet: Lists any damages or defects that exist when you move in to your new home; Take the time to fill out the provided form completely and accurately. The more information you provide on your move -in report, the less chance there will be of disagreements regarding damages when you leave. Also keep or request a copy of your move in report so that you have a record of the condition of the home as you described at the time of move-in.

Common areas: Hallways and building entrances shall not be obstructed or used for recreation or any purpose other than entering & exiting the unit. All personal possessions shall be kept inside the renter's individual unit. Hallways or areas immediately in front of you home is your responsibility and must be kept safe, clean and insect and/or rodent free.

Complaints: Be a good neighbor. If you have a complaint about a neighbor, please talk with them directly before contacting us. Most problems are just misunderstandings that can be easily resolved between the two of you. Residents, residents' guest(s) or family should not do anything to annoy, disturb, or inconvenience others in the neighborhood. If the problem persists contact the mediation service offered by the City of Fort Collins at the Neighborhood Resources Office (224-6046). Conflicts that are not resolved and disruptive of Armadillo Property Management duties would be cause for eviction or non-renewal.

Damage: Report any damage or accidents to the landlord immediately. If an unlawful act is in the process, call the proper authorities first and then contact the office. The resident will be billed for any repairs that are caused by carelessness or negligence by the resident, resident's guest(s) or anyone acting under the resident's control.

Drains: Resident is responsible for the clearing of all clogged drains and sewer lines on the premises, unless said stoppage is the result of structural defect or root growth in the main sewer line. Use 1 cup of baking soda and boiling water to clean or clear out sink drains.

Drugs, alcohol and criminal activity: Abide by all governmental laws and regulations and do not use the property for any purposes prohibited by law, covenants of the subdivision, area or complex, or restrictions in the title to the property regarding care and occupancy. Illegal use, sale or distribution of drugs on the property either on the grounds, parking areas, drives or walks, or in your home or neighborhood is not permitted. Marijuana possession or use in any amount is not permitted. Consumption of alcoholic beverages on the grounds, playgrounds, picnic areas, driveways or parking lots, in cars, on patios, balconies, porches, steps or landings which may be viewed by the public is not permitted. Criminal activity of any nature, including but not limited to, gang activity, selling of fire arms, prostitution, etc. is not permitted either in the apartment, around the buildings, on the grounds or in the neighborhood.

Electrical: Do not overload the houses electrical system. If an electrical circuit is asked to deliver too much current, its circuit breaker will trip, shutting off the power to that circuit. This action prevents overheated wiring, which can lead to fires. Before attempting to reset a breaker that was tripped, you should reduce the total current demand by either decreasing the number of appliances connected to the circuit, or by moving a particularly current thirsty device to another circuit. You should NEVER attempt to prevent a circuit breaker from tripping. Circuit breakers are found in the breaker box on the wall of your kitchen, hall or attached garage. Some circuits (i.e., in bathrooms) are equipped with a GROUND FAULT INTERRUPTER (GFI) feature that monitors proper current flow. If any current leakage to ground is detected the GFI will trip the circuit off, thus preventing accidental current flow through you, and possible electrocution. The reset button on the GFI outlet will need to be pressed in to return the circuit to service.

Exterior: If stated in the lease it is the responsibility of the resident(s) to keep all walks, stairs and driveways free of hazardous objects, ice and snow at all times. If such responsibility is neglected by resident, the landlord shall contract the care of the walks, stairs and driveway to be done at the expense of the resident(s). The resident(s) shall assume all liability for damages and shall hold the landlord blameless of liability for any such damages. Disconnect outside hoses to keep trapped water from freezing and bursting the pipes during the months September through April.

Fireplaces: It is best to use the fireplace only in the fall and spring when the outside temperature is 40 degrees or more, using it on very cold days only draws the room heat up the chimney

Never leave the fireplace unattended, especially when you go to bed, leave for work, or when small children are around, make sure the fire is out completely before retiring for the night or when leaving the property. Never use flammable liquids (gasoline or charcoal lighter fluid) to start a fire. Never burn trash, coal or charcoal in the fireplace. Do not use a wood-burning fireplace if weather is extremely windy. Always use the screen provided to keep sparks from jumping out and landing on the floor or carpet.

Furniture: Please do not put inside furniture outside, such as upholstered sofas and chairs.

Guest(s): You are responsible for the proper conduct of your guests and/or family members, and for making them understand the policies of your residence. We realize that company is sometimes unpredictable, and these guidelines are flexible as long as you are in touch with management regarding extra people.

Home Owners Associations: Rules and regulations of any condominium or neighborhood Homeowners Association (if applicable) are incorporated herewith by reference. A copy of such may be made available for viewing by request.

Insurance: The landlord is not liable for any personal injuries, damage to the resident's property caused by flooding, frozen pipe's, theft, etc., or property loss which occurs on the premises. It is required to have renters' insurance for the term of the lease. Residents must have Armadillo Property Management listed as an additionally interested party on their policy.

Laundry room: If your apartment includes a common area laundry room, please be respectful of others. Remove your laundry promptly, never use tints or dyes in the washing machine, and clean up after using any of the machines. Do not overload the machines. If the laundry room has a door to the outside, please keep it closed when the weather is cold to avoid frozen pipes.

Lease: Your lease is fixed for a specific period of time. You are legally bound by this contract and are responsible for the entire term of the lease. Please read your lease carefully and follow it accordingly. If you need to move prior to the end of your lease term, refer to the section on Assignment of the Lease for instructions on how to proceed. If you move out without giving proper notice you will still be liable for the rent, utilities, lawn care, damages, releasing fees, advertising, maintenance, court costs and attorney fees.

Lease Assignment: If you need to move out before the end of your lease, your landlord may or may not allow you to do a lease assignment; the right to assign your lease is at the discretion of your landlord. You are responsible for all the terms of the lease until a new resident signs a new lease and it takes effect. There will be an assignment fee. You are responsible for advertising costs and lock change per your lease.

Locks: Lock changing or placing additional security equipment in or on the property is not permitted without prior written permission from management. Management must at all times have a duplicate key to all locks to your home. Resident must contact a locksmith at his or her own expense if you gets locked out after hours.

Noise: Resident shall not create noise, vibration, odors or other nuisances that unreasonably disturb the neighbors. Resident must make a concerted effort to be especially quiet between the hours of 10:00pm and 8:00am in consideration of your neighbors.

Normal wear and tear: Normal wear and tear is the gradual deterioration of a property over time due to everyday living. Normal wear and tear does not include abuse or neglect of the property. Normal wear and tear is defined by Colorado statute to mean deterioration which occurs, based upon the use for which the rental unit is intended; without negligence, carelessness, accident or abuse of the premises or equipment or chattels by the resident or members of his/her household or their invited guests. Dirt is never considered to be a part of normal wear and tear.

Pets: It is important to understand that no pets are allowed without permission of the landlord. This is also true of your guest(s) pets. If you are allowed a pet, it is a privilege, and the pet addendum must be followed. All pets must be licensed and inoculated. You are responsible for the daily removal of your pet's waste. You are responsible for your pet, it is not to run loose, make noise while you are away or during the night. If there is a breech in the pet addendum, the landlord reserves the right to ask you to remove the pet and/or vacate.

Roof tops and porches: All residents and their guests must not be on the roof for any reason. Any damage to the roof caused by the residents or their guests will be charged to the residents. Outdoor furniture only is permitted on porches, decks or yards. Indoor furniture is for the indoors only. Any indoor furniture outdoors may be removed by and disposed of by management and charged back to the resident.

Roommate (s): Jointly and severally liable is defined as: when more than one resident sign a lease for a dwelling, each resident is responsible for all of the obligations of the lease. Each resident is responsible for all of the rent, if one person does not pay rent, the other residents are liable for the payment of that persons share or they are all subject to eviction. It is up to the residents to collect the unpaid rent, not the landlord. Each resident is responsible for all of the damages to the premises regardless of which person has done the damage. It is up to the residents to collect from the person who has done the damage, not the landlord. It may be useful for the residents to make a roommate agreement with each other to spell out who is responsible for what; such as rent, utilities, lease period, sublease agreement, and guests. A roommate agreement is not binding on the Landlord.

Security deposit: A security deposit is an advance or deposit of money used to secure the performance of the lease. The landlord may retain the security deposit for damages to the premises beyond abnormal wear and tear and any other outstanding balances on the account. The security deposit is not to be used as the last months rent and will be return 60 days after your lease termination, depending on what that specific clause in your lease states.

Smoking: Resident acknowledges that the dwelling is a non-smoking home unless designated otherwise in the lease. The resident is responsible for all costs necessary to eliminate odors and/or stains resulting from smoke residue if deemed necessary.

Smoke & CO detectors & light bulbs: Test smoke alarms and CO detectors on the premises at least once a month to assure they are working properly. Replace any batteries as often as necessary and report any defects to the manager immediately. Neither you nor any others may disconnect smoke or CO detectors; you will be liable for any loss or damage from fire, smoke or water if that condition arise from your failure to report malfunctions. Replace light bulbs as needed with the appropriate type and wattage.

Snow removal: The resident agrees to remove snow and ice from the sidewalks and stairs as needed and hold the landlord blameless of liability for any damages occurring to any person(s) when accomplishing these tasks. Snow must be removed from sidewalks within 24 hours of a snowfall, per City of Fort Collins ordinance.

Storage: You are responsible for any and all items stored in your storage unit. The landlord claims no responsibility for any damage or loss to any objects in the storage unit. Please don't store anything in your home or storage area that could be a danger (fire, fumes etc.) to you and others. That includes items such as paint and gasoline. If you have a storage area, you are responsible for the safe storage of any items kept there.

Toilet: Please do not flush sanitary napkins, tampons, string, hair, q-tips disposable diapers, condoms or paper towels down the toilet. If any of these items are found, the service call will be charged to the resident. If the water rises in the toilet bowl, don't flush it again, the bowl will only hold one tank of water, more water will cause the bowl to overflow. If the water starts to overflow, turn off the water at the shut off valve behind the toilet. Use a plunger first and then try flushing again.

Trash: If you are responsible for your own trash removal, it must be done on a weekly basis. Dispose of garbage and refuse properly. Make sure all trash is put into tightly secured plastic trash bags to discourage odors, insects and rodents. Place the bags in the proper covered trash container. Keep the dumpster or container lid closed and don't fill it with branches, dirt, whole boxes or any appliance or furniture. Trash can be put out no sooner than 12 hours before trash pick-up. Allowing rubbish such as auto parts, tires, leaves, furnishings or appliances to accumulate violates the nuisance code. Failure to properly dispose of these items can result in the removal by the manager or the city and the resident will be billed for the removal of items.

Vehicles: Vehicles belong in the parking areas, not on the lawn or sidewalk. RV.'s, boats or trailers are not allowed in the parking area without prior permission. Unregistered or illegally parked vehicles will be towed at the owner's expense. No major vehicle repair work shall be allowed on the premises or parking lot. All vehicles must be in working condition and have current license plates.

Yard care: If it is the responsibility of the resident, it is expected that the yard receives weekly maintenance including watering, mowing, and trimming. If the yard care is neglected by resident, the landlord shall contract the yard care to be done at the expense of the resident. Lawnmowers, electrical cords, hoses and sprinklers, if any, are left as a courtesy; however, resident(s) shall be responsible for the servicing, sharpening and maintenance of the equipment and resident shall assume all responsibility for damages to it or anyone during use of said equipment and shall hold the landlord free and blameless of liability for damages.

Common landlord/resident terms defined:

Landlord: the owner or manager of a rental property who leases it to another person, called the resident. The landlord may also be called the lessor.

Resident: a person who rents or occupies property from the owner under a lease or rental agreement. The resident may also be known as the lessee or renter.

Lease: a lease is a contract between the landlord and the resident. The lease outlines the agreement into which the parties have entered. If a resident has orally negotiated some terms prior to the signing of the lease, those terms should be included in the lease agreement itself. Once the lease is signed, the landlord may not be liable for omitted prior agreements.

Jointly and severally liable: under a typical lease, each resident who signs the document may be held liable for the full rental amount, as well as any damages which may occur to the premises.

Security deposit: a sum of money deposited with a landlord to assure the performance of the terms of the lease. The landlord can apply a security deposit to unpaid utilities, unpaid rent, damages to the premises, etc.

Assignment: an action in which the resident under the original lease enters into an agreement with another party to substitute for the resident on the lease. This normally occurs when the original resident wants to move out and finds another party to move in. A sublease does not relieve the original resident from his or her obligations under the lease if the new party does not pay rent or causes damages, etc.

Normal wear and tear: the wear and tear which occurs to premises in the normal course of day to day living. The landlord cannot deduct from the security deposit for normal wear and tear. Normal wear and tear does not include abuse to the premises or damage caused by neglect of the premises!