

Armadillo Property Management, Inc.
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(970) 416-RENT (7368) ® Fax (970) 493-1443
E-mail: leasing@rentfortcollins.com

RESIDENTIAL LEASE AGREEMENT - FIXED TERM

This Lease Agreement is made this _____ day of _____, 20__ by and between Armadillo Property Management, Inc., Agent for the Owner (hereinafter called the Landlord) _____ the Resident(s).

1. DESCRIPTION AND TERMS:

The Landlord and Resident(s) agree that the Landlord has this day leased to the Resident(s) the premises known and described as: _____ # _____ in the City of _____, County of _____, 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_____.

If this lease has no specific term and is month to month, a 30 day notice to vacate is required in writing the 1st day of the final month of occupancy. The last month's rent is NOT prorated.

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. Prior to 60 days of expiration of this lease agreement, the Resident must give a written notice to vacate or renew the lease per paragraph 9.

The premises are furnished with the following appliances:

_____(stove)_____(refrigerator)_____(dishwasher)_____(washing machine) _____(dryer)_____(microwave)

2. OCCUPANCY: The Dwelling will be occupied by Resident(s) as listed above and:

3. JOINTLY AND SEVERALLY LIABLE: It is understood and agreed that each and all Residents and guarantors are collectively and individually liable for any and all obligations of this lease agreement. Anyone over the age of 18 must apply and become a responsible party on the lease. Personal disputes: The landlord has no responsibility for resolving disputes or conflicts between Residents and their neighbors, whatever the nature of those disputes. Contact the Neighborhood Resource Office of the City of Fort Collins to mediate conflicts. Their phone number is (970) 224-6046.

4. RENT, LATE CHARGES, RETURN CHECK, PARTIAL RENT PAYMENTS:

The Resident(s) shall pay to the Landlord base rent including utility fee, if applicable, totaling \$_____, for the full term of this lease agreement. Base rent per month as stated \$_____and utility fee, if applicable, of \$_____ per month and monthly animal charge of \$_____per month, per animal for a total monthly payment of \$_____, due and payable on or before the 1st day of each and every 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 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.** 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 for failing to put your correct address on your check or money order.

The first month's prorated share of the rent is \$_____and a prorated utility fee of_____.

Except for late fees, all monies received by the Landlord may be applied first to past due non-rent obligations of the Resident(s), including but not limited to: security deposit, utilities, returned check fee, pet fee, or any other maintenance charges due by the Resident if any, then to be applied to rent, regardless of notation on the check.

Pay all rents promptly when due to the Landlord at PO Box 444, Fort Collins, Colorado 80522-0444 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 rent due/delinquent date 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.

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

STATUTORY RIGHT TO CURE. Pursuant to Colorado law, Resident has the right to pay all amounts due prior to a court entering a judgment for possession if Resident is being evicted for non-payment of rent. If Resident exercises Resident’s statutory right to pay, Landlord only has to accept Resident’s payment if Resident fully pays all amounts due according to eviction notice, as well as any rent that remains due under this agreement. If Resident exercises Resident’s right to pay, Resident agrees to pay in certified funds. If Resident exercises Resident’s statutory right to pay in response to an eviction notice after the notice has expired and after Landlord’s attorney has filed an eviction case with a court to enforce Landlord’s legal rights but before the court has entered a judgment for possession, Resident agrees to pay Landlord’s current attorney's fees and court costs as set forth in the eviction notice in addition to any other amounts due pursuant to the Lease and all other amounts set forth in the notice. If Landlord files an eviction case and the court determines the possession issue because Resident disputes the eviction case, attorneys’ fees and costs will be awarded to the prevailing party as determined by the court consistent with the parties’ intent to have attorneys’ fees and court costs awarded to the prevailing party in disputed court actions as set forth in this Agreement.

A charge of \$20.00 shall be made to cover extra costs of handling a returned check regardless of the reason the check 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 checks 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 card charge originally authorized by Resident is ultimately disputed by Resident, Resident will be deemed in breach of the Lease Agreement and the full amount of the charge disputed will be deemed due and owing.

If Resident elects to pay rent payments or other charges hereunder 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 Agreement. Landlord has the right at any time to require Resident to pay all future payments by regular check, certified check or money order.

If an additional person or persons are found to occupy the premises for more than thirty (30) 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..

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 property. Armadillo Property Management is a licensed Real Estate Broker in the State of Colorado. Broker is leasing and or managing the property as Principal or as Agent/Subagent for the Owner and that Broker is not Agent for Resident. Any leasing and/or management fees due Broker for this transaction will be paid by Owner and not Resident. Broker owes duties to the Owner which include utmost good faith, loyalty and fidelity. Broker shall disclose to Resident all adverse material facts about the property actually known (subject to the limitations of section 38-35.5-101, C.R.S.). Broker 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 (√)	Resident Name (√)	Resident Billed % of Utility
Water / Sewer			%
Gas			%
Electric			%
Trash			%
Cable			%
Propane			%
Other _____			%

A \$75.00 SERVICE CHARGE WILL BE ASSESSED FOR EACH UTILITY NOT TRANSFERRED AND MAINTAINED to the Resident(s) name on the date the lease begins and will be charged on each utility until the utilities are transferred into Resident(s) name. If the Resident(s) vacate the property 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.

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7. GENERAL LEASE PROVISIONS: Any violation of the following conditions may be considered a breach of this lease and cause for eviction. A \$75.00 service charge will be assessed for posting notices on the property due to any violation of this lease agreement. This also applies to any notices or invoices received from the City due to a violation of any City ordinance at the leased property.

A. City 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. A \$75.00 service charge will be assessed for each Notice from the City for violations of the above ordinances or any notice sent from a Home Owners Association for violations of the covenants.

B. Rules and Regulations: Abide by all the Landlord's rules and regulations in effect at the time of signing this lease. 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.

C. Drug and crime free housing: Resident(s), any member of Resident(s) household/family and their guests shall not engage in or facilitate criminal activity on or near the rental property, 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 agreement 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 felonious 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 medical 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 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 am 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 on the premises at least once a month to assure they are working properly, replace any batteries as often 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 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 lease improvements and return the leased property 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. Property 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. Residents will be responsible to water the lawn on the days determined by the City if watering restrictions are in effect. Resident will also be responsible for paying fines imposed by the City if they disobey watering restrictions. 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.

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If the deficiency is not corrected within 48 hours, Landlord will provide lawn maintenance at the Resident's expense. Hoses and sprinklers will not be provided; it is up to the Resident to purchase and use same. 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 and a portion or all may be charged back to the Resident.

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 Agent/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 hereby 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 Agent 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 Agent in writing of the presence of the following conditions:

1. A water leak, excessive moisture or standing water inside the premises.
2. An overflow from bathroom, kitchen or laundry facility.
3. A water leak, excessive moisture or standing water in any common area.
4. 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.
5. 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 or the area surrounding 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 property. **The only vehicles consistently allowed to park on the property 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 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 property if damage is caused to the water pipes as a result of violating this requirement.

M. Non-smoking: Resident acknowledges that smoking is not allowed inside this dwelling or any area that will disturb the neighbors. 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. It is further stipulated and agreed that the Landlord shall not be liable for any loss of property stored in such storage space or any damage or injury or loss whatever.

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O. Renter's Insurance: It is required to have renters insurance for the term of the lease. Resident shall be responsible for all liability for damages, theft, and accident in or about the leased premises. Resident shall be liable for the following damage including but not limited to windows, screens, screen doors, glass breakage, doors, carpet, curtains, interior walls, and any fixtures or furniture. 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. Check-in Report: The Resident accepts the premises in its present condition except as specifically noted on the check-in report, which is attached to and made part of this lease. Failure of the Resident to provide such written 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 check in report after seven (7) days of occupancy or if it is grossly inaccurate.** The completed check-in report will be kept on file until the Resident's move-out inspection, at which time the original check-in report will be used to verify condition of the property at move-out compared to condition of the property at check-in. Taking in consideration any repairs made to the property during the term of this lease agreement.

Q. Move-out inspection: Resident will leave the premises in a clean condition free of all trash, debris and any personal property or belongings. 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. The Resident(s) shall allow the Landlord to inspect the premises with or without the Resident being present to verify the condition of the premises and its contents at the time of move-out, compared to the property's condition at move-in. **Landlord encourages the Resident to be present at the move out inspection. If the property is not ready for move out at scheduled appointment time, the Landlord will re-schedule 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 thru social media or other outlets.

T. Sight Unseen: Resident agrees that Armadillo Property Management will not to be held responsible if the property is not to their full expectations because they did not physically see or personally inspect the property. Resident understands that the Earnest Money collected at time of application is non-refundable if the Resident does not move in.

U. 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. Such notice must be in writing, and may be mailed or dropped off at Landlord's office, or e-mailed to maintenance@rentfortcollins.com. Make verbal requests for emergencies only by calling the Landlord at (970) 482-9293.

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 any and all damages to the Premises caused by theft, burglary, vandalism, break-ins or accidents on the leased property. 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% surcharge payable to the Landlord. Trip charges: If Landlord or a repair person is unable to access the property after making an appointment, by phone call or posting notice with Resident to complete the repair, Resident shall pay any time and mileage incurred by the technician.

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. The Landlord is not responsible for loss of perishable items due to refrigerator malfunction. After

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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.

8. INSPECTION: The Landlord and/or Landlord's representative shall have the right to enter the premises without intruding into a Resident's personal effects 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 for repairs, showings or to show to prospective purchaser, Resident will be in default and subject to eviction. 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 his agent is unable to contact the Resident or 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.

9. NOTICE TO VACATE, RENEWAL AND HOLD OVER: The Resident(s) shall, **60 days** prior to the expiration of this lease agreement, either give **written notice to vacate** at time of expiration of the lease or will **sign a lease renewal** with the Landlord. If no lease renewal is negotiated or no notice to vacate is given prior to the lease expiration, the Landlord shall have the right to advertise the property as being available for lease in all appropriate media, including the Internet, and to show the property to prospective residents. In the event this lease is renewed, all provisions of this lease contract shall remain in full force and effect, except as expressly modified in writing and signed by Landlord and Residents. Residents may not be renewed, for example, if Residents have been posted for nonpayment of rent or non-compliance of the lease, balance owing on the account, numerous late fees or threatening behavior. Should the Resident(s) fail to vacate the property by the end of the lease term, they shall be deemed Tenants at Sufferance and will pay rent to the Landlord of \$75.00 per day for each day that they remain on the property following the lease expiration. Resident will indemnify the Landlord on behalf of the new tenant for damages, including lost rent, lodging expenses and attorneys' fees. Verbal notice to remain or vacate the premises is not sufficient under any circumstances.

10. FULL OR PARTIAL ASSIGNMENT OF LEASE: Resident(s) may request an assignment of all or just their interest in this lease; however any such assignment shall be granted at the sole discretion of the Landlord, and shall only be effective when either the Lease Assignment Agreement (when all Residents move out) or Roommate Transfer Form (when a Roommate moves out) has been signed by all Residents on this Lease, approved and signed by the Landlord. Residents will pay a one-time, **non-refundable \$500.00 fee** for processing a Household Lease Assignment. Each departing Resident will pay a **\$300.00 non-refundable fee**. If 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. Copies of these forms and their corresponding procedures are available for the Resident's use, if and when necessary.

All Roommate changes must be completed and approved one (1) month prior to lease expiration and all Roommates must sign the lease renewal for the renewal to be valid. **The incoming Roommate, when approved and the Roommate transfer signed, will pay their portion of the deposit, as determined among the Roommate, to the vacating Roommate.**

11. ATTORNEY FEES/EVICTIONS: 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. All notices to quit and evictions shall be issued in strict adherence to the laws of the State of Colorado regarding forcible entry and unlawful detention. Giving notice to vacate or acceptance of the property does not waive or diminish Landlord's right to eviction or any other contractual or statutory right. Accepting money at any time does not waive Landlord's right to damages, past or future rent or other sums. A **\$75.00** charge will be assessed for posting the property due to any violation of the lease. **The Guarantor/Co-signer (if applicable) will be notified in writing of any violations to this lease agreement. All parties waive their right to a jury trial in the event of litigation arising out of the tenancy.**

12. 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.

13. 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 a leasing fee of \$500.00. Resident agrees that the leasing fee is a liquidated damage amount agreed to by Resident in consideration of among other things, Landlord agreeing not to charge Resident the Landlord's actual re-letting damages. Resident

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

agrees that the leasing fee is not a lease cancellation fee or a buy-out fee. Rather, Resident agrees that the leasing fee is a liquidated amount covering only part of Landlord's damages, that is, Landlord's time, effort, and expense in finding and processing a replacement. Resident acknowledges that Landlord's re-letting damages are uncertain and difficult to ascertain, particularly those relating to inconvenience, paperwork, advertising, showing the premises, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. Resident agrees that the leasing fee is due whether or not Landlord's re-letting attempts succeed. If Resident defaults, Landlord agrees to exercise customary diligence to relet the premises to minimize damages, and will credit all subsequent rent received from subsequent tenants against Resident's liability for future rent due. Unpaid claims in excess of the deposit will be turned over to a collection agency if the balance has not been paid by the Resident(s) in a timely manner. In the event the account is turned over to collection, Resident agrees to pay the collection company's fees as well as any additional expenses over and above the collection amount.

14. SECURITY DEPOSIT: The Resident has this day paid 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. Normal wear and tear means deterioration which occurs without negligence, carelessness, accident or abuse. Any amount in excess of any damage, cleaning, or repair costs or unpaid rent shall be returned to the Resident without interest within **60 (sixty) days** following the termination of this agreement 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 premises 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. It is expressly understood by all parties to this lease that the security or damage deposit and pet deposit is held by:

Armadillo Property Management Inc. or _____ Owner _____.

The total security deposit and pet deposit (if applicable) is \$_____. The Landlord agrees that subject to the conditions listed below this security deposit will be returned in full. Resident(s) understand that one check will be issued payable in the names of ALL Residents listed on the lease. **Resident(s) agrees that this security deposit may not be used to offset any month's rent, and that the full monthly rent will be paid every month as agreed in this lease including the last month of occupancy.** If the property sells, the Resident shall look to the new owner or owner's agent, broker or manager for satisfaction of claims relating to the security deposit and not the original Landlord or Owner.

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. A sixty (60) day notice to vacate in writing was given to the Landlord, pursuant to paragraph 11.
- c. No unpaid late charges, delinquent rent or accelerated rent are due.
- d. No damage to property at time of vacating lease premises.
- e. Entire leased 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 10% service charge 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.
- l. All pet waste must be removed from the yard, lawn mowed and watered or snow removed from all walkways if applicable.
- m. If there is any utility balances on the account when returning the security deposit, a \$75.00 charge will be assessed for each utility for each month that the utility is NOT paid.
- n. 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% surcharge made payable to the Landlord.

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15. THE RESIDENT (S) APPLICATION to rent is specifically incorporated herein and made part of this agreement. **If it shall contain any major misrepresentation, the Landlord may, in addition to any other remedies treat such misrepresentation as a material breach.** If a law enforcement, governmental or business agency requests information on Resident, Resident’s occupants or guests, or Resident's rental history, Landlord will provide it. Landlord is not responsible for obtaining criminal background checks or obtaining official lists of convicted sex offenders (Megan's Law) for Residents. A list of convicted sex offenders may be obtained by the Resident at the Larimer County Sheriff's Department or the local police headquarters.

16. ATTACHMENTS: The following items are attached and herein incorporated into this lease agreement: (indicate those that apply)

Resident handbook (containing rules and regulations) Financial Guarantee Forms(s)

Protect Your Family From Lead In Your Home Pamphlet Animal Agreement

Move-in checklist (to be returned 7 days after move in) Occupancy Disclosure

Lead Based Paint Disclosures (Rentals)

Other _____

17. 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 negligence 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 premises, 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.

18. 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. KEYS: The following keys have been provided:

- A. House Door _____
- B. Garage Openers _____
- D. Club House _____
- E. Other _____
- C. Storage Unit _____

USPS mail box keys are not transferable, Residents must get their new mail box key at the local Post Office at their expense.

19. SALE OF THE PREMISES: In the event that the premises are sold, transferred, or otherwise conveyed, Landlord or any subsequent owner may elect to terminate this Lease as of the date of sale or at any time thereafter. However, such election will require the Resident(s) be given at least 60 days written notice prior to date of termination. Upon such sale, Resident(s) agree(s) to look solely to the successor owner, or said owner's agent, broker or manager as the case may be, for satisfaction of all claims relating to Landlord's obligations hereunder, including a return of any security deposits. Upon the transfer of title to the premises to a subsequent owner, and subject to applicable Colorado laws, Resident(s) agree(s) that Landlord shall be released from any further liability hereunder, and the new owner shall thereafter become the new Landlord hereunder.

20. ANIMAL(S): The Resident(s) may not have any kind of pet(s) or animals on the premises unless they are expressly permitted in writing by the Landlord, by having a signed animal agreement and an additional animal deposit in the amount of \$ _____. Such consent, if given, shall be revocable by the Landlord at any time.

The animal agreement which is made part of this lease agreement is binding on the above Resident(s). Animal(s) will be allowed: Yes No. The animal deposit is considered a general security deposit and will be subject to return per paragraph 16. There will be no animal sitting or visiting animal allowed. Resident acknowledges that the Owner of the premises prohibits any unauthorized animal from being on the premises. Resident will be charged for potential damages caused by pet dander, hair, feces, including but not limited to de-fleaing and deodorizing. Resident will be charged a \$150.00 reinspection fee after Landlord’s written Demand for Compliance to Resident has expired and Landlord inspects the premises to confirm Resident’s compliance with the lease. Animals that are not allowed per the Center for Disease Control and our Insurance Provider are: Chow, Doberman Pincher, German Shepard, Pit Bull, Rottweiler, Rodehsian Ridgeback, Wolf dog or hybrid of Wolf, Akita, Shar-pei, Pit Bull (Staffordshire Terrier), American Terrier, any mix of these breeds or any dog known to have vicious tendencies or to have bitten anyone. Ferrets and rabbits are not allowed. Any approved reptiles must be caged at all times.

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21. 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 TSCHETTER SULZER PC, LEGAL COUNSEL FORBEVERLY PERINA, BRO-KER. 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.

Resident

Signing for Armadillo Property Mgmt., Inc.
Authorized Agent for the Owner

Resident

Owner by _____

Resident