

# RESIDENTIAL LEASE AGREEMENT

This is a legally binding contract. Read it carefully.

AGENCY DISCLOSURE: Todd and Craig Matthies are licensed real estate brokers and work solely as agents for themselves or the property owner. Any representative of theirs also works as an agent for the property owner. As agent of the owner, we act solely on behalf of and in the best interest of the owner. Our fiduciary responsibility to the owner includes reasonable care, undivided loyalty, fidelity, confidentiality and full disclosure. Please do not tell us any information that you do not want shared with the owner. We will assist you without regard to race, creed, religion, national origin, familial status, marital status, or handicap.

This Agreement, dated this 1st day of April, 2013, is made between the owner (hereinafter known as "Landlord"), and John and Jane Doe, hereinafter known as "Tenant". Tenant agrees that the following described property is to be used and occupied by Tenant and individuals listed on the application only, consisting of 2 individuals, as a private dwelling and for no other purpose. The Tenant hereby covenants to pay rent, jointly and severally, to the Landlord, in consideration of the letting of: 2545 S. Sheridan, Lakewood, CO 80227, as hereinafter set forth payable to Alpine Realty and Management LLC at 2555 S. Sheridan Blvd., Lakewood, CO 80227 in advance and without demand on the 1st day of each and every month hereinafter. A drop box is located on the right side of the door at 2545 S. Sheridan #6. The term of this agreement shall commence on noon of the 1st day of April, 2013 and end at noon on the 31st day of March, 2014, at a rental amount for the full term of \$12,000.00, payable in monthly installments of \$1,000.00. It is understood and agreed that the said property is demised for a total rental for said term computed as above provided and that the above provision for payment of said rent in installments is permitted by the Landlord for the convenience of the tenant.

In further consideration of the letting of the above described property by the Landlord to the Tenant, the Tenant covenants and agrees:

1. PAYMENT OF RENT: To pay each installment of rent punctually by the first of each month and in the event Tenant balance, which includes the current rent and any unpaid balance, is not paid on or before the third calendar day of the month in which it is due, Tenant shall pay additional rent in the amount of \$50.00 plus 1% of the balance per day beginning the fifth day of the month until the balance is paid off. Any payment received or assessment by the Landlord shall not operate as a waiver of any other remedy the Landlord might have. Under no circumstances shall Landlord's acceptance of a partial payment constitute accord and satisfaction, nor will acceptance forfeit Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. If a check is returned by Tenant's bank for any reason, Tenant agrees to pay a \$50.00 service charge in addition to the full rent and any unpaid balance. When you provide a check as payment, you authorize us to use information from the check to make a one-time electronic fund transfer from your account, or process the payment as a check transaction. You authorize us to collect up to \$40.00 through electronic fund transfer from your account if your payment is returned. Tenant shall replace the returned check with a money order or cashier's check and Landlord reserves the right to require all future payments to be made by money order or cashier's check. If Landlord does not have good funds by the 3<sup>rd</sup> day of the month, additional rent will be assessed in accordance with the above provisions.
2. UTILITIES: That Tenant is responsible for the following utilities:  Electric,  Gas,  Water,  Trash. Xcel Energy #: 1-800-895-4999.
3. RECEIPT OF MONIES: That Tenant and Landlord hereby agree that all monies received by the Landlord or his agents shall be first applied to any and all charges due other than rent and the balance of any monies received shall be applied toward rent due.
4. SECURITY DEPOSIT: To deposit with the Landlord an additional sum of \$1,000.00 as a security deposit which shall under no circumstances be credited as payment for advance rents and shall not be credited toward the last month's rent.
  - A) Said deposit shall be held by the Landlord as security:
    - a) for the full performance of the Agreement;
    - b) for the payment of any damage by the Tenant (or those acting by, through or under him) to the property, the building of which the property is a part, common areas, or any property the owner is liable for;
    - c) for the cleaning costs or repairs necessary to return the property to its' present condition, ordinary wear and tear excepted (cleaning is never an ordinary wear item). Damages and/or cleaning costs shall be determined by the Landlord in accordance with the Inspection Agreement after a physical inspection of the above described property has been vacated by the tenant;
    - d) against any unpaid rent, late charges, insufficient check charges, or attorney fees incurred.
  - B) Tenant and Landlord agree that within sixty (60) days after termination of this Lease Agreement or surrender and acceptance of the property, whichever is last, Landlord shall provide Tenant at his last known address with a written statement listing the reasons for any and all charges against the security deposit, and refund the balance of the security deposit (if any) therewith. Security deposits will be placed in an interest bearing trust account; the interest there from will become income to the Landlord.
5. PETS: To keep no pets on the property at any time except for the pets listed and approved on the application: **No Pets Allowed**. A non-refundable pet fee of \$250.00 will be charged for each pet, no portion of this fee shall be returned. In addition, pet rent in the amount of \$ \_\_\_\_\_ per month will be added to the normal monthly rent. Landlord will have carpet professionally cleaned and deodorized at Tenant's expense upon move out. If an additional pet has stayed at the property, even temporarily (with or without Landlord's consent), Tenant shall be charged the expenses stated in this paragraph for each pet. An additional five percent shall be added to the monthly rent as long as the pet remains at the property, unless Landlord's consent and approval is in writing. Tenant agrees to properly license and inoculate pets. Tenant agrees that pet(s) will not disturb other residents or damage any property; if, in the judgment of the Landlord, the pet(s) disturb other residents or damages the property, Tenant agrees to remove said pet ten days after Tenant has received a written notice and to pay for any damaged property. If any pet causes injury to anyone, Tenant shall hold Landlord harmless and agrees to defend him. Tenant shall pick up pet feces immediately.
6. ACCEPTANCES AND SURRENDER OF PROPERTY: That Tenant has inspected the property, including but not limited to the windows, doors, appliances, furniture, plumbing and heating facilities, lighting, building, grounds and appurtenances and accepts the same "as is" and

acknowledges that the same are in good and sanitary condition and repair unless noted to the contrary on the Inspection Agreement. The Inspection Agreement should be filled out at or before move-in but any additional conditions not noted on the check list may be sent to the Landlord in writing for an additional seven days. Tenant agrees at the termination of this Lease Agreement to peaceable surrender of same to Landlord in a clean and satisfactory condition.

7. **KEYS:** To place no additional or change any locks at the property and to return within 24 hours all keys to the Landlord upon termination of the tenancy granted herein. If locks are altered or keys not returned or the lease is not fulfilled, a minimum charge of eighty Dollars (\$80.00) will be assessed to change the locks in addition to charges for any keys not returned.

#### TENANT COVENANTS

In further consideration of the letting of the above-described property by the Landlord to the Tenant, the Tenant accepts the following **TENANT COVENANTS** and promises:

1. **COVENANT COMPLIANCE:** To comply with all the terms, conditions and provisions of the TENANT COVENANTS set out on the following pages, the same being expressly made a part of this Agreement.

2. **IMPROVEMENTS:** To keep the improvements upon said property in good condition and at the expiration of this Agreement to surrender and deliver up said property in as good order and condition as when the same were entered upon, ordinary wear excepted. Any and all improvements made to the premises shall become the property of the Landlord and the Landlord shall be under no obligation to reimburse the Tenant for such improvement unless specified otherwise in written agreement.

3. **ALTERATIONS:** To make no alteration or change in, upon or about said property without first obtaining written consent of the Landlord. If repairs, alterations or arrangements for same are made without written consent of the Landlord, it shall be at the expense of the Tenant. If it is necessary to remove or remedy any such repairs, the expense of same shall be charged to Tenant.

4. **SUBLET:** To sublet no part of said property nor assign this Agreement or any interest herein; to occupy the same as a private residence for the Tenant and not increase the occupancy over the parties authorized and named herein.

5. **UNLAWFUL USE:** To use said property for no purposes prohibited by the laws of the United States, of the State of Colo. or any city ordinance now in force or hereinafter enacted. Tenant, occupants, guests, family members, or other persons related to or affiliated in any way with the Tenant shall not engage in any unlawful or improper activity.

6. **MAINTENANCE AND DAMAGES:** To properly irrigate, fertilize and care for all trees, lawns and shrubbery upon or about said property, including cutting and trimming of lawns on a weekly basis during the growing season. The sidewalks in front of and around said property shall be kept free from ice and snow and said sidewalks and yard free from all litter, dirt, debris and obstructions. Tenant shall keep the interior and exterior in good condition and appearance, free from dirt, filth, waste, or any flammable, dangerous or detrimental material. If it becomes necessary for the Landlord to perform any of these tasks, Tenant will be charged for those expenses. Tenant shall notify Landlord of all items needing repair as a result of normal wear and tear as soon as practical. If the repairs, which includes but is not limited to water leaks and dripping faucets, which are known to the Tenant, are not reported to the Landlord and additional damage occurs as a result of the lack of notification, the tenant will be responsible for the costs of repairing the additional damage and for expenses incurred (water bill, utility bill, etc.). Tenant shall be responsible for any damage to the property that may occur by his fault or the fault of any member of his family, invitees, or guests and all damages caused by animals owned by the Tenant, members of his family, invitees and guests.

7. **INSPECTIONS:** To allow said Landlord or his representative to enter the property at any reasonable hour and upon reasonable notice for the purpose of inspecting the property and to check repairs or alterations as needed. In the case of an emergency, Landlord may enter the property with no notice.

8. **RENT/SALE SIGNS:** To permit the posting of customary [FOR RENT] or [FOR SALE] signs and after reasonable telephone notice to permit the Landlord or his agents to show the property to prospective tenants or purchasers during the last two (2) months of this Agreement.

9. **GUESTS:** To hold the Landlord harmless for any injury to any person coming upon the property as the licensee or invitee of the Tenant.

10. **HOUSEHOLD GOODS:** To hold Landlord harmless for any damage to the Tenants household goods during the term of the leasehold and to assume all responsibility for insuring said household goods.

11. **WALL HARDWARE:** To use approved small metal picture hangers (obtainable at hardware stores) or small nails (size 19 wire nails or smaller) on the walls and not use larger nails, tacks, hooks, mollies, screws, adhesives or any other objects on any wall, ceiling, door, floor or any other surface on the premise unless written permission of Landlord is obtained.

12. **VEHICLES:** To keep no immobile or "junk" vehicle at the property or on the street.

13. **NUISANCE:** Not to commit, permit or suffer any objectionable or disorderly conduct, noise, music, yelling, odors or other nuisance whatsoever about the property by himself, his family, guests or employees, having the tendency to annoy, disturb or interfere with the rights, comforts or conveniences of others.

14. **APPLIANCE LIABILITY:** To neither hold nor attempt to hold the Landlord liable for any injury to any person or damage occasioned by defective electric appliance wiring or improper use of electric appliances or by the breaking or stoppage of the plumbing or sewage upon said property, whether such breaking or stoppage results from freezing or otherwise or any other water damage, where the damage results from the acts or omissions of the Tenant.

15. **INTERRUPTION OF SERVICES:** Not to hold Landlord liable for any claim, damage, rebate or charge in case of interruption of the supply of water, heat, electric current or refrigeration occasioned by accident, failure of power supply or any other cause beyond the control of the Landlord.

16. **USE AT OWN RISK:** To release the Landlord from any and all claims or damages which may arise out of any accidents or injuries to the Tenant, members of his family or his guests from use of or in connection with the recreational facilities or items on the property; it being understood that all recreational items or facilities are for the use of the Tenant at his own risk and without any warranty of any nature.

17. **RULES:** That Tenant, Tenant's guests and occupants shall comply with written rules (including community policies) that shall be considered a part of this Agreement. Tenant will pay any fines assessed because of noncompliance with said rules.

18. **SMOKE AND CO DETECTORS:** To regularly test smoke and carbon monoxide detectors to ensure that the devices are operational and to inform landlord in writing immediately of any problem, defect or failure.

And in further consideration of the letting of the above described property by the Landlord to the Tenant, the Tenant acknowledges and accepts the following **GENERAL PROVISIONS:**

1. **SEVERABILITY:** Should any provision of this Agreement be declared invalid by any court or competent jurisdiction, the remaining provisions hereof shall remain in full force and effect regardless of such declaration.

2. **LEASE END:** Leases shall always end at noon on the last day of a month. If the Tenant stays after the expiration of the lease, then the Tenant shall be regarded as a Tenant from month-to-month, and subject to all the terms and provisions herein contained not inconsistent with such tenancy, including the provision requiring at least thirty (30) days notice, prior to the end of a month, of Tenant's intention to vacate.

3. **NOTICE FOR TERMINATION AND HOLDOVER:** The tenancy granted herein may be terminated by either the Tenant or the Landlord upon at least thirty (30) days of written notice sent by registered mail prior to the expiration of the term hereof. If Tenant's notice is not timely given, the Tenant shall be liable for and agrees to pay to the Landlord, the rent due for the following month if the subject property is not re-leased. Tenant understands that notices tendered after the first of any month shall not be effective to terminate this Lease Agreement until the last day of the following month (for example: notice received on June 3 will have a termination date of July 31). If Tenant holds over and does not vacate on their termination date as provided above, Tenant recognizes and agrees that the resulting damages to Landlord will be substantial and will exceed the amount of rent. Tenant therefore agrees to pay Landlord, as liquidated damages, two times the monthly rent on a prorated basis for each day of holdover. Holdover rent shall be due and payable in advance on a daily basis and delinquent without notice or demand. If Landlord had a previously signed lease and the new tenant cannot occupy the property because of the holdover, Tenant shall be liable for two times the monthly rent until the property can be re-leased.

4. **PENALTIES FOR BREAKING LEASE:** If the property is let on a lease basis, Tenant agrees to pay rent on the property for the entirety of the leasehold. If the Tenant elects to terminate the Lease Agreement prior to the expiration of the lease, he shall give the Landlord thirty (30) days written notice. Upon receiving written notice, the Landlord shall make every commercially reasonable effort to re-rent or re-lease the leasehold. When the substitute Tenant signs a lease for a rental amount equal to or greater than the amount of rent due under this Lease, Tenant shall have no further obligation to pay rent. However, in consideration for termination of the Lease, Tenant agrees to pay a breach of contract fee equal to one-half of one month's rent and any expenses incurred in the re-letting of the property including, but not limited to, advertisement, credit reports and utilities. The breach of contract fee helps cover the time, effort and expense in finding and processing a replacement tenant. Such items are uncertain and difficult to ascertain, particularly those relating to inconvenience, paperwork, advertising, showing the property, checking prospects, office overhead and procurement fees.

5. **PAYMENT OF FUTURE RENTS:** In the event of the failure of the Tenant to pay any rents or other monetary obligations due herein, the Landlord, besides other rights and remedies he may have, at his option, may either terminate this Agreement or from time to time without terminating this Agreement re-let the property. Upon such re-letting, all rentals and other sums received by the Landlord from such re-letting, shall be applied, first to the payment of debt other than rent due to Landlord; second, to costs and expenses of re-letting; third, to past due rent, with the residual, if any, to be held by the Landlord and applied as payment of future rent as the same become due and payable herein. No such re-entry or retaking possession of said property by the Landlord shall be construed as an election on his part to terminate the Agreement unless written notice of such intention be given to the Tenant or unless the termination hereof be decreed by a Court of competent jurisdiction.

6. **REMOVAL OF PERSONAL EFFECTS:** If the Tenant shall fail to remove all effects from the property upon the termination of the tenancy granted herein for any cause whatsoever, the Landlord, at its option, may remove the same in any manner that it shall choose and store the said effects without liability to the Tenant for loss thereof, and the Tenant agrees to pay the Landlord on demand any and all expenses incurred in such removal including court costs, attorneys fees and storage charges on such effects for any length of time the same shall be in the Landlord's possession. The Landlord, at its option, without notice, may sell said effects, or any of the same, at private sale and without legal process, for such prices as the Landlord may obtain and apply the proceeds of such sale against any amounts due under this Agreement from the Tenant to the Landlord and against the expense incident to the removal and sale of said effects, rendering the surplus, if any, to the Tenant.

7. **EVICTION:** Tenant agrees to vacate the property within three (3) days after being notified, in writing (there is a fifty dollar fee for posting or delivering said legal notices), that the rent or any part thereof is in arrears or if Tenant defaults in any of the covenants or agreements herein contained or for any other reason provided by law. If Tenant remains in possession of the property after such notice, Tenant shall be deemed guilty of forcible entry and detainer of the property as provided under statute, thereby waiving all further notice and shall be subject to eviction and removal, forcibly, or otherwise. Tenant shall be liable for rent for the balance of the lease term or until the property is re-leased if an eviction becomes necessary. Tenant shall also be liable to pay attorneys' fees and court costs and a breach of contract fee as mentioned above and any expenses incurred in the re-letting of the property.

8. **UNFIT FOR OCCUPANCY:** In the event said property is rendered totally unfit for occupancy by fire or other casualty, or in the event the building of which the demised property is a part, be so injured or destroyed that the Landlord shall decide within a reasonable time not to repair, this lease shall cease and the rent provided herein shall be paid up to the date of such injury or damage. If the leased premises shall be partially destroyed or injured by fire or other casualty, not arising from the fault or negligence of the Tenant, Landlord shall repair the same with reasonable diligence and the rent shall be abated until said property has been duly repaired.

9. **TENANT INSURANCE:** Landlord and Tenant agree that Landlord will not be liable for any damages or losses to person or property caused by other residents, or persons theft, burglary, assault, vandalism or other crimes. Landlord shall not be liable for personal injury or for damage to or loss of Tenant's personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, explosions, interruption of utilities, or acts of God unless same is due to negligence of Landlord. **Landlord strongly recommends that Tenant secure his own insurance to protect against all of the above events. Tenant has inspected the existing locks and latches and agrees they are safe and acceptable. Landlord shall have no duty to furnish alarms of any kind, security guards or additional locks and latches.**

10. **FAILURE TO HAVE POSSESSION:** If due to causes beyond its control, including, but not limited to the non-completion of improvements or the holding over of a previous Tenant, the Landlord is unable to give possession of the property to the Tenant on the date specified herein, the Landlord shall not be subject to any liability for said failure to give possession. Under such circumstances, the beginning date of the term of this Lease will be postponed until possession can be given and rent prorations will be adjusted accordingly. As of the date of notification to Tenant that the property is available for occupancy, all of the terms of this Agreement shall be conclusively deemed to have commenced, other than the date of commencement. Tenant hereby waives any and all claims for damages due to delays in occupancy caused by circumstances beyond Landlord's control. If occupancy is delayed, Tenant may cancel this Agreement by giving Landlord written notice.

11. **ATTORNEY'S FEES AND COLLECTION COSTS:** It is agreed that in the event that it is necessary for the Landlord to employ an attorney or collection agency for the collection of any delinquent balance or to enforce any obligation of the Tenant created herein, the Tenant shall be liable for any attorney's fees or collection costs incurred. Standard collection agency costs are thirty three percent (33%) of the Tenant's unpaid balance and fifty percent (50%) of the balance if Tenant is sued.

12. **ENTIRE AGREEMENT:** This Agreement, together with any written agreements executed simultaneously herewith, contains the entire Agreement between the parties and shall not be changed, modified or discharged in whole or in part except by an agreement in writing signed by Landlord and Tenant. **THERE ARE NO ORAL UNDERSTANDINGS, initials, terms or conditions, and neither party has relied upon any representations, express or implied, not contained in this Agreement or in written agreement, if any, executed simultaneously therewith.**

13. **JOINT AND SEVERALLY LIABILITY:** It is understood and agreed that each party signing this Lease Agreement is liable for the full amount of any and all financial obligations herein and is further agreed that each and all of the signers herein are jointly and severally liable for any and all financial obligations.

14. **LANDLORD AND TENANT:** Whenever the words "Landlord" and "Tenant" are used in this lease, as the context requires they shall be deemed to refer equally to persons of both sexes, companies and corporations, singular to include plural and plural to include singular.

15. **ADDITIONAL PROVISIONS:** \_\_\_\_\_

\_\_\_\_\_

Security Deposit:	<u>\$1,000.00</u>
Pet Fee:	\$ _____
Rent from: _____ to: _____	\$ _____
Other: _____	\$ _____
<b>TOTAL DUE:</b>	<b><u>\$1,000.00</u></b>
<b>AMOUNT PAID:</b>	<b><u>\$1,000.00</u></b>
<b>BALANCE DUE:</b>	<b><u>\$ 0.00</u></b>

By: \_\_\_\_\_  
Owner or Manager

Tenant(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_