



2501 W Colorado Ave #110
Colorado Springs, CO 80904
719-648-9345

Andrea@coloradopeakre.com
www.ColoradoPeakRE.com

THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY RANDALL W.B. PURVIS, ATTORNEY AT LAW, AUGUST 14, 2023 AS LEGAL COUNSEL FOR COLORADO PEAK REAL ESTATE INC.

Lease Agreement **Residential**

This Lease Agreement (hereinafter "Lease") is made on _____ and is entered into by Colorado Peak Real Estate Inc. (hereinafter "Landlord") by and on behalf of the owner of the Premises, _____ (hereinafter "Owner") and _____ (hereinafter "Tenant") whether one or more. Colorado Peak Real Estate Inc. as Landlord is the Agent of the Owner and is not acting as Agent of the Tenant.

1. PREMISES. Tenant hereby rents from Landlord the real property known as _____, Apartment No. _____, Garage No. _____, (the Premises). The Premises includes all leased space including garages, sheds, and storage closets. The Tenant agrees to use the premises as a residential dwelling only and that it shall not at any time be used by Tenant for the purpose of carrying on any business, profession, or trade of any kind. Doing so will result in breach of the lease and shall be evicted. Tenant acknowledges that Tenant is taking the premises in its "as is where is" condition, WITH ALL FAULTS AND DEFECTS, and Landlord has no obligations, liabilities or duties whatsoever, now to otherwise improve the property. Tenant agrees that the Premises is in good, clean, and safe condition.

2. TERM. This Lease shall commence at 12:01 a.m. on the _____ day of _____, _____ (the commencement date) and end at midnight on the last day of _____, _____ (the termination date), unless sooner terminated as provided herein.

3. RENTS.

A. Rents: Tenant hereby agrees to pay rent for the Premises" the total sum of \$ _____, which sum shall be payable in equal monthly installments of \$ _____ (Base Rent), in advance on the first of the month throughout the term of this Lease. The monthly installments for rent shall be made in full and without deduction. Should this tenancy commence on a day other than the first day of the month, the first full month's rent shall be pro-rated so that all additional rental payments shall become due on the first day of each month. Prorated amount for start date of this lease is \$ _____.

B. Other Fees and Charges: Tenant shall pay other fees and charges as provided in Paragraphs 4.B.; 8.C.; 8.D.; 10.C.; 10.D.; 11.M.; 12; 13.B.; 16.B.; 18; 21; 22.B.; 28.B; 28.K or any other paragraph herein.

4. OCCUPANCY.

A. Occupants: Tenant affirmatively states that only those individuals whose names, ages, and relations are specifically set forth in this paragraph shall occupy the premises:

<u>Name</u>	<u>Adult/Minor</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Changes to Occupancy. Any changes to Tenant occupancy must be approved in writing by the Landlord.

Occupancy is defined as any person in the home for more than 14 days in a 60-day period and/or any person spending more than 72 hours in the home in any calendar week. Occupancy may also be established by the totality of the circumstances. If Tenant permits anyone other than those named in the Lease paragraph 3.A. to live in the premises, it shall be deemed a breach of this Lease. Tenant agrees to pay \$200 per month as additional charges for each person who occupies the premises without the advance written consent of the Landlord.

5. Keys and Remotes: Tenant hereby acknowledges receipt of _____ Keys and _____ Garage opener remotes.

6. AGENT: The Tenant acknowledges that Landlord is the Owner's authorized agent for the Premises and for the service of any notice for all purposes under this lease. Landlord may be contacted:

- a. By mail at 2501 W Colorado Ave #110, Colorado Springs, CO 80904
- b. For emergencies, by phone at 719-648-9345
- c. By email at: Andrea@ColoradoPeakRE.com
- d. Through the Landlord's online tenant portal at: ColoradoPeakRE.com

As the owner's agent, any reference in this lease to Landlord shall include, by definition, reference to the owner.

7. POSSESSION: If, after signing this agreement, Tenant fails to take possession of the Premises, Tenant shall still be responsible for paying rent and complying with all other terms of this Lease. If there is a delay in the providing Tenant with possession caused by Landlord, rent shall be abated on a daily basis until possession is granted. If possession is not provided within seven (7) days after the beginning of the initial Term, Tenant may terminate this agreement and have full refund of any deposit, only if Tenant delivers written notice of such termination to Landlord within three (3) days of the end of such seven (7) day period. Landlord shall not be liable for any damages caused by any delay in providing possession to Tenant. Tenant agrees that possession is "as is" and no promises have been implied or stated outside this agreement.

8. RENT PAYMENT POLICY:

A. Payment Methods. The monthly rental payment shall be paid online, direct deposit, military allotment, to be mailed or otherwise delivered to the "Agent/Landlord at the address given herein: Colorado Peak Real Estate, Inc. 2501 W Colorado Ave #110 Colorado Springs, CO 80904. Rents will be credited as paid only when actually received by the Landlord. Rents shall be paid by check, money order, certified funds or direct deposit to Wells Fargo, Acct #9913775145 Routing #102000076. Checks should be made payable to COLORADO PEAK REAL ESTATE, INC.

B. Late Payment. Rent is due on or before the 1st of each month. If rents are received after the seventh (7th) day of the month in which due, late charges in the amount of fifty dollars (\$50.00) or five percent of the amount of the past

due rent payment, whichever is greater, shall be charged to Tenant's Late Charge account. Landlord shall provide Tenant written notice of the late fee within one hundred twenty days after the date upon which the rent payment was due.

☐ _____ By checking this box and initialing on this line Tenant acknowledges this late charge provision.

C. Process Service Charge: Tenant shall pay to Landlord a \$45.00 service of process fee for each legal notice posted or served to help cover the cost of preparing and posting the notice. Dishonored checks and any checks received late in the mail will be treated as late payments. Tenant shall have no right to withhold or off-set any rent due to Landlord, except as provided by law. Tenant acknowledges that any receipt for any payment due under this lease shall be sent to Tenant via electronic mail.

D. Dishonored Rent Payments: If any rent payment is dishonored and not paid by Tenant's bank for any reason, Tenant agrees to pay a \$45.00 administrative fee for each such dishonored payment. After the 2nd dishonored rent payment, all future rents shall be in certified funds.

E. Partial Payment: Landlord's acceptance of a partial payment of rents shall not be considered as waiver of any of Landlord's rights under this Lease. Any payment of less than the total accrued rental and other fees and charges due hereunder shall be deemed a partial payment thereof and shall be applied in the following order: i. rents; ii. towards the security deposit; iii. legal fees; iv. Any other fees and charges due under this lease.

F. Landlord's Drop Box: If Landlord's drop box is available, it is for the convenience of the Tenant only. Tenant acknowledges that rent is not received by Landlord unless it is in the drop box when Landlord opens said drop box. Tenant is to keep receipts of all funds put into drop box. Until Landlord opens said drop box, Tenant bears the risk of loss or theft of any payments put into drop box.

9. SECURITY DEPOSIT: Tenant shall pay to Landlord upon execution of this Lease the sum of \$_____, which Landlord is to retain as security for the full and faithful performance by Tenant of all the covenants, conditions, and agreements of this Lease. Landlord may apply the security deposit to any charges resulting from Tenant's failure to perform per the terms of this Lease. Landlord's right to possession of the Premises for nonpayment of rent or for any other reason shall not in any event be affected by the fact that Landlord holds this security deposit. The security deposit, if not applied toward the payment of rent, cleaning, damages due to the Tenant's breach of the covenants, conditions, and agreements of this Lease, court costs or attorney fees incurred by Landlord, shall be returned to Tenant within sixty (60) days of the termination of the Lease or surrender and acceptance of the Premises, whichever occurs last. Security deposits will not be refunded on the day Tenant vacates the Premises. If the security deposit does not cover repair of all unpaid items, Tenant shall be liable for all additional amounts. Tenant understands that security deposits may be placed in an interest-bearing account by Landlord and agrees that any interest may be retained by Landlord to defray accounting costs.

Tenant shall complete and return the property condition report within 15 days of taking possession. If Tenant does not tender an inspection report to Landlord within 15 days of taking possession, then Landlord and Landlord's documentation shall be the sole judge as to the condition of the premises upon the start of the tenancy. If the cost of the correcting defect listed on the property condition report exceeds \$250 Landlord may unilaterally terminate this Lease.

The Landlord shall use the Tenant's property condition report and Landlord's documentation to determine the condition of the premises on move-in and move-out.

Be aware that if Landlord has to do ANY make ready preparations before the unit can be released, Tenant agrees to a charge against the security deposit in the amount of \$150.00 for Landlord's coordination of maintenance, repairs and/or cleaning. This charge is in addition to labor and maintenance charges from the vendors. Tenant agrees the Landlord will contract with an independent contractor for the carpets to be professionally cleaned and Fireplace/chimney to be professionally cleaned once the property is vacated. Actual cost of said carpet cleaning, fireplace/chimney cleaning and a re-key fee (\$45.00) will be charged to Tenant at termination of the Lease and may be deducted from security deposit.

Notwithstanding anything herein to the contrary, Landlord shall have no obligation to apportion the return of the security deposit among multiple tenants. Landlord may return the entire security deposit to any tenant, and upon doing so shall be relieved of any further liability or reasonability regarding the security deposit; Tenants agree that it is their responsibility to apportion the security deposit amongst themselves.

In the event Tenant has an animal on the premises, Tenant shall be responsible for any damages to the Premises caused by the animal. Tenant agrees in advance that any damage caused by the animal is not ordinary wear and tear to the Premises.

10. ANIMALS, PETS:

A. Permitted: pets or other animals ☐ are ☐ are not permitted on the Premises. Only pets listed in this paragraph are permitted on the premises (other caged or aquarium dwelling "Animals" may be permitted on a case-by-case basis at Agent's sole discretion). An unauthorized pet is any animal not specifically listed in this paragraph, whether owned by Tenant or Tenant's guest(s) or visitor(s). Tenant shall pay a one-time non-refundable fee in the amount of \$_____ for administrative costs of processing each request for a pet on the Premises.

B. Number and Description:

Total: _____ Name: _____ Type: _____ Breed: _____
_____ Male _____ Female _____ Neutered/spayed _____ Service/companion

Name: _____ Type: _____ Breed: _____
_____ Male _____ Female _____ Neutered/Spayed _____ Service/Companion

C. Pet Rents: The rent rate stated in paragraph 3.A. shall be increased by **\$35.00 or one and one-half percent (1.5%) per month of the Tenant's monthly rent, whichever amount is greater, per pet** listed in Paragraph 10.B.

D. Pet Deposit: Tenant agrees to pay a pet deposit in the amount of \$300.00 per pet.

E. Tenant's Responsibility for Animals: Tenant accepts full responsibility and liability for damages and injuries caused by any animal to either property or people. Any unauthorized animal on the Premises constitutes a breach of the Lease and Tenant shall pay a fee in the amount of \$500.00 for each unauthorized animal.

F. Tenant's Special Covenants: Tenant specifically represents, warrants, and agrees:

- i. That the animal(s) have not been attack-trained, they are not known to be considered vicious nor do they have a history of biting people or animals or causing property damage;
- ii. That Tenant is solely responsible for any and all damage or loss to the Landlord property caused by animal(s)
- iii. That animal waste shall be removed and disposed of daily promptly and properly;

- iv. That the animal(s) will not engage in any disturbance behavior and will be maintained so as not to cause annoyance or irritation to others; and
- v. That any change in Animal status during the Lease Term (other than the elimination of an Animal or Animals) must be approved in advance and in writing, by Landlord.

11. TENANT OBLIGATIONS: Tenant agrees:

A. To ensure that nothing is done which is, or may place the Landlord, in violation of the applicable building, housing, occupational, zoning, health codes, and all laws, ordinances, rules, regulations or neighborhoods covenants, and shall comply with all such matters. Tenant shall pay all fines for any violation(s) caused by Tenant or under their supervision;

B. To obtain and comply with all HOA Rules & Regulations, if applicable; Tenant shall pay all fines for any violation(s) caused by Tenant or under their supervision;

C. To keep the Dwelling and property clean and sanitary, removing garbage and trash before they can attract pests;

D. To comply with city snow removal ordinances to remove snow from sidewalks and driveways. DO NOT USE SNOW MELT

E. To maintain all exterior landscaping and to water lawns, shrubs and trees on a regular basis throughout the year. Sufficient pruning (tenant must have Landlord approval for any major tree/bush trimming), watering, mowing, fertilizing (at least 2 times a year), aerating and weed control required to maintain a neat and healthy appearance of the Premises at all times. When the Premises contains an automatic sprinkler system, its operation is considered a convenience for the Tenant.

Inoperability of the sprinkler system does not excuse Tenant from ensuring the lawn is properly watered. Repair of the system may or may not be deemed economical. Should the sprinkler system be operational, Tenant is responsible for the proper care and maintenance of the system, which includes, but is not limited to, the replacement of broken heads. TENANT is responsible for watering lawn and shrubs using Tenant's hose and sprinkler head while sprinkler system is winterized or nonoperational. Landlord will activate the sprinklers in the spring of each year and turn off sprinklers each fall at Landlord's expense. If Tenant turns on sprinklers early, Tenant is responsible for any and all repairs. **Tenant acknowledges that the lawn must be watered frequently during the winter months.** Tenant is liable and responsible for watering the lawn during the winter months when daytime temperatures are above 60 degrees. If, in the opinion of the Landlord, the lawn and/or exterior grounds are not being properly cared for, and the Tenant is notified of such, verbally, email, or in writing, the Landlord may hire the service of a third party to properly care for the lawn. Such cost will be borne and paid for by the Tenant immediately.

F. To operate all electrical, plumbing, sanitary, heating and cooling, mechanical and ventilating systems and other equipment properly, safely and reasonably;

G. To change the air filter on the HVAC system(s), at Tenant expense, at least monthly during periods of use. Failure to do so may result in additional charges to Tenant;

H. To use the Premises reasonably to safeguard against damage, loss, removal or theft and maintained as required to keep it in good working order and condition, including without limitation taking affirmative action to prevent frozen pipes and/or water damage;

I. To make no alterations to the Premises without Landlord's prior written consent. Any improvements made by tenant shall become the property of Owner at the conclusion of this Lease. If Landlord elects, Tenant shall remove the improvement and restore the Premises to its original condition prior the conclusion of this Lease at Tenant's expense. Tenant warrants that any work or repairs performed by Tenant will be undertaken only by persons competent and

qualified to perform it, in a good and workmanlike manner, and with all required permits and shall be obtained Tenant's sole cost and expense. Tenant will be responsible for all activities to ensure that work is done in a safe manner, which will meet all the applicable codes and statutes. Tenant further warrants that he/she will be responsible for any accidents or damages resulting from such work, and will defend, indemnify and hold the Landlord free from harm, litigations, or claims of any other person;

J. To conduct themselves and ensure all family, friends, guests and visitors are conducting themselves in a manner which will avoid disturbing others;

K. Not have a waterbed on the Premises;

L. Not run commercial business from the Premises without the prior written consent of Landlord;

M. There shall be **NO SMOKING** in or on Premises, nor permit any members of his family, invitees, guests or any other person acting under his control to do so. If Tenant chooses to allow smoking inside the property or fails to comply in any way, Tenant shall pay a fee in the amount of \$200 per incident and will assume full risk and financial responsibility for any and all damage due to smoking, including additional painting, cleaning, HVAC cleaning, carpet and carpet pad repair or replacement costs or any other expense required to remediate Tenant's having smoked in or on the Premises.

Landlord, at Landlord's sole and absolute discretion, shall determine whether there has been smoking on the Premises.

N. Comply with city water conservation restrictions.

O. To grade/level dirt and gravel driveways as needed;

P. To keep the water filter system properly maintained and salt levels full

Q. To provide contact phone numbers and email addresses to Landlord within three (3) days of any change of such contact information.

R. Any persons occupying or visiting the premises will conduct themselves in a quiet and orderly manner. If Police are called to respond to the Premises for any reason other than an emergency, Tenant are subject to immediate eviction. Landlord shall have the right to remove any vehicle from the premises at the expense of the Tenant that Landlord deems unsightly, objectionable or which may constitute a hazard or nuisance; provided that Landlord has first given three (3) days written notice to Tenant to remove the vehicle. Tenant is responsible for cleaning oil leaks or spills caused by any vehicle. Tenants shall **not** store inoperative or unlicensed motor vehicles, trailers or motorbikes on or adjacent to said premises. Tenant shall not leave, place or store motor vehicle parts or supplies outside of said premises.

12. Landlord's Rights of Entry and Inspection:

A. Landlord shall have the right of entry to the Premises at any time and upon reasonable notice for the purpose of inspection said premises. Tenant hereby acknowledges that Landlord may conduct quarterly inspections of the premises. Landlord will attempt to give Tenant 24-hour notice of any entry into the Premises. Tenant specifically authorizes the Landlord to enter the Premises: a) any time the rent has not been received and is overdue; b) if this Lease has been breached, c) if this Lease has been terminated; d) to protecting the Landlord's fixtures, systems and equipment; e) to obtain repair estimates or to make repairs; or f) for any other legitimate purpose. Landlord has the right to enter said Premises regardless of whether Tenant is present. Landlord shall also have the right to show the property to prospective tenants or purchasers at reasonable times and to place a "For Rent" or "For Sale" sign in an appropriate location on the property. In addition, during the last 60 days of the Term, and during any extension or holdover periods, Tenant shall fully cooperate with showings of the property and shall keep and maintain the property in first class showable condition at all times. Landlord may place a realtor lock box on the premises for realtor access to the premises to show prospective renters or purchasers. If Tenant fails cooperate with showings or to keep the property

in first class showable condition in Landlord's sole opinion, Tenant shall be in breach of this Lease and shall pay a fee in the amount of 50% of one (1) month's Base Rent.

B. Notwithstanding any of the foregoing, Landlord and Landlord's agents, repair contractors, qualified inspectors or pest control agents may enter the Premises without notice at any time to perform emergency repairs or to treat for pests or bed bugs.

C. PRESENT AND BENEFICIAL ENJOYMENT OF PREMISES. Except as provided herein, Landlord covenants that Tenant upon payment of the monthly rents and all other amounts due Landlord, and performing all of the covenants and observing all the rules and regulations shall and may presently and beneficially have, hold, and enjoy the leased premises for the lease term. The Parties further agree that Landlord is not responsible for any violation of the implied covenant of quiet enjoyment that is committed by a third party acting beyond the reasonable control of the landlord.

13. UTILITIES:

A. Responsibility for Utilities: The following table indicates which utilities are included in the rents stated above and which utilities are the responsibility of the Tenant:

Utility	Landlord	Tenant	Billing/Payment Method
Electricity			
Gas			
Water/Sewer			
Storm water			
Trash			
Phone Line		X	Billed by and paid to provider directly
Internet		X	Billed by and paid to provider directly
Cable TV/Satellite TV		X	Billed by and paid to provider directly

B. Utility Accounts and Payment: TENANT shall pay for all utilities used on the Premises throughout the term of this lease, except as otherwise noted herein. Tenant shall place all utilities in their name as of the first day of the term on this lease. Tenant shall timely pay all utility charges for utility services throughout the term of this Lease or the last day of possession, whichever is later. Tenant shall execute a 3rd Party Notification form no later than 1st day of occupancy. On any utility in Paragraph 13.A. that is regularly billed to Landlord and paid by Tenant, Tenant agrees to pay a mark-up fee in the amount of two percent (2%). Landlord is not responsible for the consequences resulting from the interruption of service. Landlord shall not be liable for any claim of damages, proximate or remote, or charge or refund of any kind whatsoever on account of such failure to furnish the services and facilities hereinabove set forth. Landlord shall not be responsible for any damages caused by interruption of services due to storm, fire, acts of God, civil disturbances, order of any government authority or any other reason beyond Landlord's control. Should utility bills exceed the average cost of use due to faulty or failing systems (such as plumbing leaks) Tenant shall hold Landlord harmless from any claims for reimbursement. Landlord shall not be obligated to supply electric light bulbs or replacement thereof. Upon vacating, Tenant will arrange for a final reading of meters for services with the utility companies to close out his/her account. Tenant shall instruct the utility provider to continue utility service to the Premises and shall not turn off utilities to avoid damages to the property. Tenant shall be responsible for damages that may result in failure to supply the necessary utility services. Should Tenant fail for any reason to place utility services in its name(s), Tenant shall be in breach of this lease and shall pay a fee of \$25.00 per utility bill or notice from utility

provider received by Landlord and forwarded to Tenant. Tenant shall immediately pay the amount of each such utility bill. Food spoilage or any other damage to Tenant's personal property due to failed electrical or appliances will be at Tenant's expense and not Landlord's expense.

C. Trash Hauling: Weekly trash hauling services may be obtained with companies listed in the telephone directory. Tenant is required to have weekly trash service.

14. INSURANCE/LIABILITY

A. Tenant's Insurance: Landlord strongly advises Tenant to purchase personal property and liability insurance for losses due to theft, fire, smoke, water damage, personal injury, etc. **LANDLORD'S INSURANCE POLICIES PROVIDE NO COVERAGE FOR TENANT'S PERSONAL PROPERTY, AUTOMOBILE OR PERSONAL LIABILITY.** In the event tenant does purchase personal property and liability insurance, Tenant shall add Colorado Peak Real Estate, Inc. as an additional insured on the policy. Proof of insurance will be provided to Landlord within 15 days of taking occupancy.

☐ _____ By checking this box and initialing on the line, Tenant agrees that she/he has been informed of her/his obligation to obtain casualty and liability insurance and of Landlord's non-liability for Tenant's personal property or personal liability. Any failure of Tenant to obtain said insurance is at Tenant's own risk.

B. Duty to Report Hazardous Conditions: The Tenant also agrees to make a diligent effort to report any hazardous conditions to the Landlord in writing as soon as they are discovered to enable them to be remedied. The Tenant agrees to accept full liability for any liability, mishaps, or accidents and to defend, indemnify and hold the Landlord free from harm or loss arising from claims of any other parties, regardless of causes.

C. Release of Liability: Tenant agrees neither to hold nor attempt to hold Landlord liable for any injury or damage caused by defective electrical wiring, breakage or stoppage of plumbing or sewage, appliance breakdown or malfunction, or any other condition of or on the property. Landlord shall not be liable for any personal injury, property damage, or bodily injury to the Tenant, damage to Tenant's personal property, the Tenant's agent(s), employees, family, guests, invitees, or any person entering the premises or the building of which the demised premises are a part or to goods or chattels therein resulting from any defect in the structure or its equipment. This release of liability shall apply to all bodily and personal injuries and property damage, regardless of cost, except for any caused by the Gross Negligence of Landlord. Tenant undertakes and agrees to defend, indemnify and hold Landlord harmless from any such personal injury, bodily injury, or property damage.

D. Hazardous Conditions: Tenant acknowledges that Landlord has made no representations as to the environmental condition of the property, including, but not limited to, radon gas, hazardous materials, asbestos, mold, lead based paint, or any other environmental hazard or condition. In the even any such environmental hazard shall be found or identified on the property, Landlord shall not be liable for any injury or damage sustained by Tenant or those by, through or under Tenant due to or arising from such environmental hazard and Tenant specifically waives and release Landlord from such liability to include but not limited to any moving or relocation expense incurred by Tenant. Tenant warrants and represents that it will not cause or permit any hazardous materials to be used, stored, generated, or disposed of on or in the property.

E. Tenant's Duty to Indemnify: Tenant hereby agrees to indemnify and save the Landlord harmless from all claims or every kind and nature, including without limitation claims caused by damage from theft, water, rain, snow, ice, sleet, fire, heating and sewer pipes, or plumbing upon, about or adjacent to the Premises.

15. LANDLORD LIEN: Landlord shall have right to file a Landlord's Lien on Tenant's non-exempt personal property.

16. REPAIRS AND MAINTENANCE:

A. Tenant Responsibilities and Routine Maintenance: Tenant Responsibilities and Routine Maintenance: Tenant represents that Tenant has the ability to maintain the Premises in a clean and sanitary condition. Tenant shall comply with obligations imposed upon tenants by applicable provisions of building, health, and housing codes materially affecting health and safety; keep the dwelling unit reasonably clean, safe, and sanitary as permitted by the conditions of the unit; dispose of ashes, garbage, rubbish, and other waste from the dwelling unit in a clean, safe, sanitary, and legally compliant manner; and use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, elevators, and other facilities and appliances in the dwelling unit; Conduct himself or herself and require other persons in the residential premises within the tenant's control to conduct themselves in a manner that does not disturb their neighbors' peaceful enjoyment of the neighbors' dwelling unit; and promptly notify Landlord if the residential premises is uninhabitable or if there is a condition that could result in the premises becoming uninhabitable if not remedied.

B. Tenant Repair: Tenant shall be responsible for the first \$75.00 of any repair to the Premises.

A maintenance or repair item that can be repaired without the need for special training, licenses or permits and by using common hand tools and off-the-shelf materials shall be fixed by the Tenant or someone the Tenant arranges for at their own convenience and expense. In the event professional assistance is needed, contact Landlord rather than risk damage to the property or causing injury. Tenant agrees not to permit any deterioration of the property during the period of the tenancy. Tenant acknowledges Tenant's responsibility to maintain all appliances and components pertaining to the property. If Tenant's neglect or misuse causes an appliance, fixture or any other part of the Premises to be damaged, Tenant shall be liable for the cost to repair or replace all such damages and these shall in not be considered normal wear and tear.

Tenant is responsible for all glass breakage at Tenant's expense.

The washer, dryer and/or hot tub are for the convenience of the Tenant. It is Landlord's decision whether to make any repairs/replacement to these items. If repairs are necessary, they shall be done at Tenant's expense. If these appliances fail, they may be hauled away at Landlord's expense. There shall be no reduction in rent due to the non-repair or removal of these appliances.

C. Professional Repairs: If maintenance or repair items require special training, special tools, licenses, permits, or costing more than \$75 dollars in parts/materials exist, Tenant shall contact Landlord with a repair request via a means listed in paragraph 6 above. Should tenant fail to report a repair/problem then tenant will be held liable for the expense of the repair and any additional damages caused by Tenants failure to report. If the cost of correcting any one defect will exceed \$2,000.00, whether the responsibility of the Landlord or Tenant, the Landlord may unilaterally terminate this Lease. Tenant agrees to pay any vendor's charge resulting from Tenant's failure to meet vendor when scheduled by Tenant (\$45.00 Minimum).

D. Emergency Repairs: For qualified emergencies, contact Agent as soon as possible. A reasonable attempt to contact Agent and a reasonable amount of time to hear back from the on-call Agent must transpire before Tenant may contact vendors directly for qualified emergencies.

Emergencies are:

- a. Free Flowing water that cannot be turned off;
- b. Sewer/septic back-up into the property;
- c. Heating system not functioning when temperatures are at or forecasted to be below 40 degrees Fahrenheit;

- d. Total loss of power after circuit panel and GFCI outlets have been checked. (In the event of power loss, contact your local utility company to determine if the power is widespread.)
- e. If a gas leak or carbon monoxide is suspected, immediately exit the dwelling and contact your local utility company or fire department immediately.

E. Unauthorized Repairs: Any repairs completed without the prior written authorization of the Landlord will be at Tenant's expense.

F. Home Warranty: If the premises is covered by a home warranty, Tenant may be required to pay the home warranty co-pay or deductible to initiate service.

G. Liability for Repairs: In the event that Landlord performs any repair required under this lease to be performed by Tenant and that repair is performed by a third party and billed to Landlord, then Tenant shall pay markup fee in the amount of two percent (2%) of the amount that the landlord was billed.

17. SMOKE AND CARBON MONOXIDE (CO) DETECTORS: The undersigned Landlord and Tenant certify that prior to occupancy:

A. Smoke detector(s), and CO Detector (s) located in the property have been checked and determined to be operational.

B. That each level of the homes has a working smoke detector and that there is a working carbon monoxide detector at least 15 feet from every bedroom doorway.

C. Tenant agrees that they will not remove the smoke and the CO detector(s), nor the batteries therefrom.

D. If the detector(s) are not operational, other than for reasons of needed battery replacement, Tenant agrees to immediately inform Agent.

E. Tenant agrees to change all detector(s) batteries at least twice a year at Tenant's expense.

F. Tenant agrees to pay for the replacement expense of missing or non-functioning batteries for any detectors, and for the replacement of any missing or damaged detectors themselves located within the property upon move-out.

G. Disclaimer: Tenant acknowledges and agrees that Landlord is not the operator, manufacturer, distributor, retailer or supplier of any detector(s). Subject to Landlord responsibilities set forth, Tenant assumes full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction, or failure of any detector(s), regardless of whether such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said smoke and carbon monoxide detectors. Landlord, its employees, and agents have made no representations, warranties, undertakings or promises, whether oral or implied, or otherwise to Tenant regarding any detector(s), or the alleged performance of same. Landlord neither makes nor adopts any warranty of any person or company of any nature regarding any detector(s), and expressly disclaims all warranties or fitness for a particular purpose, of habitability, or any and all other expressed or implied warranties. Landlord shall not be liable for damages or losses to person or property caused by (1) Tenant's failure to regularly test any detector(s); (2) Tenant's failure to notify Landlord in writing of any problem, defect, malfunction, or failure of any detector(s); and (3) false alarms produced by any detector(s).

18. LOCKS: Tenant shall not change locks or add additional locks without prior written authorization from Landlord. If authorization is granted, Landlord must be given duplicate keys to any changed or added locks within 24 hours of said lock installation. All locks must match existing finish and quality, and must be Quickset Smart Key Locks. If Tenant becomes locked out, Tenant shall call a locksmith to gain entry to the Premises and otherwise comply with this

paragraph. Upon move-out tenant will pay \$45 to rekey the Premises. If Keys are not returned, the Tenant will be charged the complete cost to re-key the Premises and/or mailbox.

19. ASSIGNMENT AND SUBLEASING Sublet/Assignment: Tenant may not sublet any portion of the premises. Tenant may not assign this lease to anyone. Tenant is prohibited from offering all or part of the Premises for short-term rental, through AirBNB™, BRBO™, or other such sites or programs. Any advertising or on-line postings as well as actual rental of the Premises to vacation or short-term guests shall constitute a material breach of this Lease.

20. INHABITABILITY: Should the above-described Premises be destroyed or rendered uninhabitable through no act or fault of the Tenant and/or Landlord, whether by fire, act of God or otherwise, then the Landlord may forthwith terminate this lease. Nothing herein shall be construed so as to compel the Landlord to rebuild or repair the premises in case of destruction.

21. LEASE RENEWAL, RENT INCREASE, TERMINATION:

A. Landlord shall notify Tenant of any change in rents at least thirty (30) days prior to the end of the term of this lease.

B. Tenant shall notify Landlord of their intent to renew or terminate this Lease in writing at least forty-five (45) days prior to expiration of the Lease. In the event Tenant fails to provide notice of termination of the Lease, Tenant shall be liable for actual losses incurred by the landlord as a result of the tenant's failure to provide any such notice. Partial rents will not be accepted if Tenant vacates prior to the end of the month. Any renewal shall require written approval by Landlord, which may be withheld in Landlord's sole and absolute discretion. Should the Tenant continue to occupy the Premises after the termination date, Tenant shall pay rent in the amount of the monthly Rent rate stated in Paragraph 3.A. (as adjusted by any rents charges pursuant to Paragraph 10) shall be increased by \$200.00 per month. Tenant shall continue to adhere to all contact terms and conditions, rental payments and utility costs through and up to the end of the Lease or the date that all keys and garage door opener remotes, if any, for the Premises are returned to the Landlord, whichever is later. Upon termination, if keys and garage door opener remotes are not returned to Agent's Address of notice (an example may be leaving the keys at the property), Tenant shall be charged a fee in the amount of \$25 per day through the date Agent notices or is notified in writing that Premises is vacant.

C. Upon the expiration of this Lease, if no Lease Extension is executed and Tenant continues in possession, Tenant shall be deemed to be a month-to-month Tenant upon such terms and conditions as Landlord may notify Tenant of at least twenty-one days prior to the effective date of any new terms and conditions.

22. DEFAULT AND REMEDIES:

A. Default: If Tenant fails to promptly pay any installment of rent or other charge herein provided or if Tenant fails to comply with any other provision of this Lease, Tenant may be deemed to be in default. In the event of default, Landlord may terminate Tenant's right to possession.

B. Abandonment: If the Tenant vacates the Premises prior to the termination date and without paying rents through the last day of the lease, Tenant shall be liable for the following damages due to such breach:

1. Tenant shall pay for actual losses incurred by the landlord as a result of the tenant's failure to provide notice of non-renewal of the lease, to include an administration fee of \$500 due at time of lease break notice.

2. Tenant shall be liable for all rents due and to become due through the term of the lease, or until the property is re-rented, whichever comes first. If the Premises is rented at a lower lease rate, Tenant shall be liable for the difference through the term of Tenant's lease.

3. Tenant shall also pay: all utilities until property is re-rented or the termination date, whichever occurs first; all costs to re-key locks; and any other additional or consequential damages incurred getting the Premises re-rented.

C. Choice of Law, Jurisdiction, Venue and Waiver of Jury Trial: As a further inducement to Landlord to make and enter into the Lease and in consideration of that, Landlord and Tenant including any Guarantors covenant and agree that in any action or proceeding brought on, under or by virtue of this Lease, Landlord and Tenant including any Guarantors shall and do waive trial by jury. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado and venue shall be in state courts in El Paso County, Colorado.

D. Bankruptcy / Foreclosure: If the Tenant shall become insolvent, or if bankruptcy proceedings shall be initiated by or against the Tenant during the above tenancy, the Landlord terminate this Lease at the end of the month within which Landlord receives notice of tenant's bankruptcy filing. No receiver, trustee, or other judicial officer shall have any right, title or interest in the above-described property by virtue of this Lease. If the Owner becomes insolvent or if the Owner initiates bankruptcy proceedings during the above tenancy, Tenant shall continue to comply with this Lease until the bankruptcy court or trustee notifies them of any termination. If the property falls into foreclosure, this Lease shall remain in effect until the issuance of the Public Trustee's deed. At that point, the Lease becomes null and void and any continued occupancy is subject to the discretion of the new owner. In the event the lease Premises should become involved in a foreclosure proceeding, Tenant affirms and agrees that Landlord shall not be held responsible or liable for any expense incurred by Tenant due to foreclosure of the leased Premises. Tenant shall be liable for all terms of this Lease as long as Tenant remains in said property.

E. Attorney's Fees and Costs. The prevailing party in an action concerning possession of the premises or an action concerning the enforcement of any term(s) of this lease is entitled to recover reasonable attorney fees following a determination by the court that the party prevailed and that the fees are reasonable. Otherwise, in case Landlord is joined as a party, either as a defendant or as a third party, to any litigation commenced by or against Tenant, the Tenant shall pay all costs, expenses and reasonable attorney fees incurred or paid by Landlord in connection with such litigation.

F. Interest on Unpaid Rents, Fees and Costs: Tenant shall pay twelve percent (12%) interest compounded annually on all unpaid rent, costs incurred by Landlord to collect any rents, damages actions to enforce any provision this Lease from the date of Landlord's final accounting until such time Tenant pays all outstanding amounts.

G. Landlord's Rights upon Default: Landlord may end Tenant's rights of occupancy by posting the notices required by Colorado Law and exercising all legal rights. Termination of Tenants rights of possession or subsequent re-letting does not release Tenant from liability for future rent. After posting notices or filing an eviction suit Landlord may still accept payment of rents or other sums due and the acceptance of such payment does not constitute a waiver of Landlord's right of eviction or any other contractual or statutory right. Accepting money at any time does not waive our right to damages, past or future rent, or other sums.

23. LANDLORD'S RIGHT TO TERMINATE LEASE: It is agreed that if any civilian or military owner of the Premises returns to the Colorado Springs area the Landlord shall have the right to terminate this lease by giving the Tenant 30 days' notice in writing, whereupon the Tenant shall vacate and surrender possession of the Premises to the Landlord on the termination date stated in written notice. Tenant shall pay rents through the termination date.

24. TENANT DUTIES UPON MOVE-OUT: Upon move out Tenant agrees to the following, and will be charged to correct any noncompliance:

A. Tenant will arrange for all carpeted areas to be professionally cleaned by a carpet cleaning company selected from Landlord's pre-approved list of carpet cleaners. The carpets shall be cleaned after the tenant has vacated the

Premises. If Tenant fails to clean the carpets and provide paid receipt, Landlord shall arrange for carpet cleaning and deduct the cost thereof from Tenant's security deposit. Tenant will arrange for all chimneys to be swept by a chimney sweep company selected from Landlord's pre-approved list of chimney sweepers. The chimneys shall be swept after the tenant has vacated the Premises. If Tenant fails to have the chimneys swept and provide paid receipt, Landlord shall arrange for chimney sweeping and deduct the cost thereof from Tenant's security deposit.

B. Tenant shall have all light bulbs and all detectors in working order.

C. Tenant shall clean entire Premises per the Condition and Cleaning Addendum. Regardless of who corrects any cleanliness issues noted on Tenant's move-in report/notice defined under "inspection and Inventor" of this contract, Tenant is still required to return the Premises in a clean, move-in ready, condition.

D. Tenant shall fill nail holes in walls and return walls to their original condition.

E. Tenant shall remove and clean up all personal belongings, trash, and pet waste.

F. Tenant shall mow and trim the lawn; rake leaves and dispose of any yard debris.

G. Should Tenant fail to leave the property in a move-in ready condition, Tenant agrees to pay Landlord \$150 for coordinating, and in addition to, any and all repairs, cleaning or other corrective actions required by the condition in which the Premises were left by Tenant.

H. Tenant shall be responsible for Holdover Rent during time property is not rentable or not fully marketable due to Tenant's failure to comply with these Move-out terms.

I. TENANT SHALL LEAVE ALL UTILITY SERVICES ON AND RUNNING. Tenant shall ask for a final reading the day after the last day of the lease term.

J. Tenant shall return all KEYS and GARAGE DOOR OPENERS to Landlord's offices. If keys are not returned, the Tenant will be charged the cost to rekey said property and/or mailbox. If the garage door opener(s) is not returned, the Tenant will be charged the cost of replacement garage door openers.

K. Tenant shall furnish Agent with a forwarding address on or before turning in the keys.

L. Tenant is responsible for the entire last month's rent, regardless of date Tenant vacates. Tenant may not treat security deposit as the last month's rent payment.

M. Any personal property left by Tenant will be deemed abandoned and will be removed and disposed of at Tenant's expense and any associated costs shall be deducted from the security deposit. Landlord has no obligations to store or protect any personal property left by the Tenant on the Premises.

N. Tenant will not be present during the final move-out inspection. Tenant will receive a copy of the final inspection of any noted repairs that was caused by the tenant, final security deposit accounting form, and the remaining security deposit. Landlord shall have up to 60 days following termination of the lease, or surrender and acceptance of the Premises, whichever occurs last, within which to account for and return the security deposit to Tenant. The security deposit accounting will be sent to the forwarding address Tenant leaves with Landlord upon turning in the keys.

25. EARLY TERMINATION

A. Military: Landlord complies with the Servicemembers Civil Relief Act. Military Clause: It is expressly agreed that if the Tenant, as a member of U.S. Armed Forces, should receive official orders relieving the Tenant from station in the Pikes Peak area, or retiring or relieving the Tenant from active duty in the Military Service, and move 50 miles or more from their current duty station, the Tenant may terminate this Lease upon written notice of Tenant's intention to do so accompanied by a copy of his bona fide military orders accordance with the Service member's Civil Relief Act(SCRA). Termination would then occur at the end of the next calendar month. If Tenant fails to provide Owner/Agent with his bona fide military orders, Tenant shall be considered breaking their lease and shall be subject to the terms described in this Lease Agreement

B. Domestic Abuse / Violence: Landlord complies with CRS § § 38-12-401 *et seq.*

C. Other Early Termination: In the event Tenant terminates this lease for any other reason other than as stated in Paragraphs 25.A or 25.B, then Tenant shall be liable as provided in Paragraph 22.B.

26. ENVIRONMENTAL CONDITION: Tenant acknowledges that Landlord has made no representations as to the environmental condition of the property, including, but not limited to, radon gas, hazardous materials, meth, asbestos, lead base paint, mold, fungi, algae or any other type of growth or environmental hazard. Tenant agrees that Landlord shall not be held liable for any cost that Tenant might incur if any environmental condition is found on said property during or after occupancy of said property.

27. DRUG AND CRIME FREE HOUSING:

A. Neither Tenant, nor any member of Tenant's household, any of Tenant's guest(s), or any other person under Tenant's control on or about the premises with Tenant's knowledge or consent (collectively "Persons") shall engage in or facilitate any "Criminal Activity", as defined in this Addendum or at law, including but not limited to, any drug-related Criminal Activity. Neither Tenant nor any other persons shall permit the premises to be used for or to facilitate Criminal Activity. Tenant agrees that Tenant has an affirmative duty to abstain from any criminal activity and to prevent Criminal Activity by any other Persons. Tenant's affirmative duties include, but are not limited to, immediately notifying law enforcement when Tenant first learns of any Criminal Activity that constitutes a Substantial Violation agreed to in this Addendum or at law (collectively "Substantial Violation") and cooperating with law enforcement with respect to any Substantial Violation. For the purpose of this Addendum, Criminal Activity also includes any activity or conduct by any person that a reasonable person would conclude has the potential for escalating into or becoming Criminal Activity. Tenant agree that Tenant's affirmative duty extends to being responsible for the conduct and actions of all Persons regardless of any culpability or knowledge on Tenant's part, and Tenant's affirmative duty extends to making all Persons aware of Tenant's obligations, agreements, and duties under this Addendum, and that Tenant's duties extend to all conduct whether or not such conduct occurs in the Premises. Tenant may not assert as a defense in any eviction action against Tenant based on violation of this Addendum that Tenant did not know any person, occupant, or guest was in violation of this Addendum.

B. Criminal Activity means any conduct set forth as criminal in this Addendum and/or the violation of any criminal law and specifically includes, but is not limited to, any sex crime, sexual offender crime, stalking crime, crime that has as one of its elements the use, attempted use or threatened use of physical force against the person or premises of another, or any intimidation or harassment of any person. Not limiting the broadest possible meaning as defined in this Addendum or at law, Criminal Activity also includes the manufacture, sale, distribution, use or possession of a controlled substance, as defined by C.R.S. §12-22-303, or defined by any other state or federal law, and also specifically includes the growing, manufacture, transfer, sale, distribution, use or possession of marijuana, marijuana concentrate, cocaine or any other illegal drug regardless of amount, and regardless of whether or not the manufacture, sale, distribution, use, or possession of said drug is a misdemeanor or a felony.

C. Tenant acknowledge that Colorado Constitution Article XVIII, §16(6)(d) ("Amendment 64") permits us, and by this Addendum Landlord hereby elects to prohibit to prohibit the possession, consumption, use, display, transfer, distribution, sale, transportation, growing, cultivation, raising or dispensing of marijuana, marijuana concentrate or any other marijuana product on or in Tenant's premises or anywhere on the premises. It is a breach of this lease for Tenant to use or smoke marijuana anywhere on the premises, regardless of whether Tenant has a medical use prescription or is consuming marijuana recreationally. This is a marijuana free premise.

D. Tenant and Landlord agree that any Criminal Activity as defined in this Addendum or at law is an act that endangers the person and willfully and substantially endangers the premises of Landlord, co-residents, and/or other Persons, and that such Criminal Activity constitutes a Substantial Violation under this Addendum and/or at law.

E. VIOLATION OF THE ABOVE PROVISIONS SHALL BE CONSIDERED A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND SUFFICIENT CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation, as outlined above, shall be considered sufficient cause for immediate termination of the lease and notice of such termination shall be given in accordance with C.R.S. §13-40-107.5. Upon any violation of this Addendum by Tenant, Landlord may terminate Tenant's right to occupancy without terminating the lease or Tenant's obligation to pay rent as set forth in the Lease. Our termination of Tenant's right to occupancy shall be effective with right of eviction upon service of three days' notice to quit. Unless required by law, Landlord shall not be required to serve any other notices upon Tenant in order to terminate Tenant's right of possession. Proof of violation of this Addendum shall be by a preponderance of the evidence, unless otherwise provided by law. In case of any conflict between the provisions of the Lease and this Lease Addendum, the provisions of this Lease Addendum shall govern. This Lease Addendum is incorporated into the Lease executed or renewed between the Landlord and the Resident. Should any provision of this Lease Addendum be declared invalid by any Court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect regardless of such declaration.

28. MISCELLANEOUS PROVISIONS:

A. NOTICES. Any notice required under this lease shall be given as follows:

1. Method of Notification to Landlord or Agent:

a. Tenant(s) shall send notice of any condition at the Premises needing repair or action by the Landlord to the Agent via (check one):

☐ email at _____.

☐ text message to: _____.

(If Tenant does not have access to email or text messaging, Tenant shall send such notice in writing via U.S. first class mail or hand delivery to the Agent at _____, Colorado Springs, CO 80907.)

b. In the event of situations requiring immediate response, such as flooding or structural collapse of the Premises, in addition to the notice sent via email, Tenant shall also contact the Agent via telephone at (719) xxx-xxxx during normal business hours (M-F 8:00 am – 5:00 pm) or at (xxx) xxx-xxxx after hours.

2. Method of Notification to Tenant(s): Landlord or Agent shall send notice to Tenant(s) via (check one):

☐ U.S. Postal Service, first class mail, postage pre-paid, to the last known address of the Tenant;

☐ email at _____.

☐ text message to: _____.

3. Changes in Notice: Tenant shall inform Landlord of any changes in Tenant's contact phone numbers and email addresses to within three (3) days of any change of such contact information.

4. Notice to the Tenant shall be deemed complete upon deposit into US Mail, first class postage paid, transmission of the email message or text message. Notice to the Landlord shall be deemed complete upon receipt by the Landlord. Under all circumstances, Tenant bears the risk of delay or non-delivery by the United States Postal Service, via email or text message.

B. OWNER'S AUTHORIZED AGENT: The Tenant acknowledges that Colorado Peak Real Estate, 2501 W. Colorado Ave, Ste 110, Colorado Springs, CO 80904 is the Owner's authorized agent for the above referenced Premises. **Tenant Shall Not Contact the Owner.** Tenant shall pay a fee in the amount of \$500.00 each time Tenant contacts the Owner.

C. Joint and Several Liability: Each Tenant and/or co-signer is jointly and severally liable for all terms and conditions of the Lease.

D. Americans with Disabilities Act (ADA): Neither Owner nor Agent will certify this property meets the requirements of ADA.

E. Fair Housing:

1. Landlord complies with Fair Housing laws and has rented the Premises without consideration as to whether or not the Tenant may fall into a protected class. The Tenant has surveyed the Premises and agrees that the Premises meet the needs of any intended residents. If any of the intended residents suffer any particular disability, Landlord is unaware of the disability and has not certified the Premises as suitable to accommodate any particular disability.

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

3. Tenant may have a right to mediation prior to an eviction under certain circumstances. Tenant shall promptly disclose to Landlord if Tenant receives any income from supplemental security income, social security disability insurance under Title II of the federal "social security act", 42 U.S.C. sec. 401 *et seq.*, as amended, or cash assistance through the Colorado Works Program created under C.R.S. §26-2-701 *et seq.* Failure to disclose any one of these types of income to Landlord may result in the loss of the right to mediation prior to the filing of an eviction action.

F. Good Faith Pledge and Understanding: By signing this Lease, Tenant stipulates and warrants that Tenant thoroughly understands all provisions as to the rights, duties and obligations of all parties. Any requests from Tenant to change this contract (including but not limited to adding occupants, adding pets, etc.) during the contract Term must be approved in writing by Landlord, and if approved Tenant shall pay an administrative fee of \$25 for the expense of revising the Lease.

G. Recommendation of Counsel: This is a legally binding contract. Tenant is advised to seek the advice of legal counsel prior to signing this Lease.

H. Entire Agreement: The foregoing constitutes the entire agreement between the parties and supersedes all prior negotiations, agreements and understandings with respect thereto. This agreement may be modified only by a writing signed by both parties. Exhibits, diagrams, or addenda, if any, have been made a part of this agreement before the parties' execution hereof, are attached hereto and are incorporated herein by this reference. Tenant acknowledges and agrees that he has not relied upon any statements, representations, agreements or warranties, except as expressed in this lease.

I. Jurisdiction, Venue, and Jury. As a further inducement to Landlord to make and enter into the Lease and in consideration of that, Landlord and Tenant including any Guarantors covenant and agree that in any action or proceeding brought to recover possession of the Premises, Landlord and Tenant including any Guarantors shall and do waive trial by jury. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado and venue shall be in state courts in El Paso County, Colorado.

J. Construction: In the event any portion of this Lease shall be found to be unenforceable under Colorado law, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception. In like manner, any obligations of either Landlord or Tenant, which may be enforcement at law, shall be binding on both parties

if included herein. The heading of the paragraphs contained herein are for convenience only and do not define, limit or construe the content of such paragraphs. Whenever used herein, the words “you” or “yours” shall mean all Tenants, occupants, and others on the property by or through Tenant. Whenever used herein, the words “we” or “us” shall mean Landlord. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All obligations of Tenant, where there is more than one Tenant, shall be joint and several. All rights granted to the Landlord by the Tenant shall be cumulative and in addition to any new law or right which might come into being. Time is of the essence herein.

K. Amendment of Lease: Any requests from Tenant to change this Lease (including but not limited to adding occupants, adding pets, etc.) during the term of the Lease must be approved in writing by Landlord, and if approved Tenant shall pay an administrative fee of \$45.00 for each change to the Lease.

29. ADDENDA: The following attachments, addendums, special provisions or rules are made a part of this lease:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Brokerage disclosure to tenant | <input checked="" type="checkbox"/> Condition and Cleaning Addendum |
| <input checked="" type="checkbox"/> Mold Addendum | <input type="checkbox"/> Multi-Family Addendum |
| <input type="checkbox"/> Septic Addendum | <input type="checkbox"/> Pet Agreement |
| <input type="checkbox"/> No Pets – No Smoking Addendum | <input type="checkbox"/> Service Animal Addendum |
| <input type="checkbox"/> Painting Disclosure Addendum | <input type="checkbox"/> Sight – Unseen Disclaimer Addendum |
| <input checked="" type="checkbox"/> Maintenance Addendum | <input type="checkbox"/> Cleaning Addendum |
| <input type="checkbox"/> Rules Addendum | |
| <input type="checkbox"/> Association or Condominium Covenants, Rules and Regulations | |

Tenant: _____ Date _____

Tenant: _____ Date _____

Tenant: _____ Date _____

Tenant: _____ Date _____

Landlord: _____ Date _____