

PMI Elevation

13709 Omega Circle, Lone Tree, CO 80124

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WWW.PMIELEVATION.COM

RESIDENTIAL LEASE AGREEMENT

PARTIES & OCCUPANTS

This Rental Agreement (hereinafter "Lease" or "Agreement") dated 02/17/2022 is between you, the undersigned Tenant(s) ("Tenant")

Primary Tenant Full Name:

Other Tenants Full Name(s):

and us, PMI Elevation, the Property Management Company, acting as the Agent for the Owner of the property:

hereinafter referred to as ("Broker")

The legal owner of the Premises and has retained PMI Elevation ("Broker"), as an authorized agent, to provide property management and maintenance services related to the Premises.

1. SUMMARY: The initial rents, charges, fees and deposits ("Balance Due") are as follows:

- \$766.07 First Month's Rent
- \$1,950.00 Security Deposit
- \$200.00 Pet Initiation
- \$30.00 Pet Rent
- \$200.00 Pet Deposit
- \$12.95 Resident Liability Insurance (Cannot Prorate)
- \$100.00 Lease Initiation
- \$35.00 Resident Benefit Package (Furnace Filters, \$1M Identity Protection, Tenant Portal, Maintenance Portal, Credit Building, Resident Rewards Program, Utility Connection Assistance, Move-In Inspection App, Emergency Call Center)
- \$1.95 eCheck Payment Processing Fee

Any balance due prior to occupancy is to be paid in CERTIFIED FUNDS. All of the Initial Rent, charges, fees and deposits are due within 1 day of executing the lease agreement. The payment is to be made through the online tenant portal with an eCheck payment or other options presented by Broker.

2. PREMISES: Broker hereby leases to Tenant and Tenant hereby leases from Broker the premises known as:

Address:

City: State: CO Zip:

This property is being rented as a private residence only and cannot be used as a place of business without the express written consent of the Broker.

3. Amenities: It is agreed that the following amenities are now on said Premises, and Tenant assumes responsibility for the care and maintenance thereof:

Amenities

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Included in the amenities are appliances. Should any of these appliances fail during the term of your lease you should immediately submit a Maintenance Request through the Tenant Portal.

Tenants understand that should the vendor indicate that the reason for the failure of the appliance be caused by Tenant abuse or neglect, the Tenant absorbs the entire cost of the replacement of the appliance.

Unless otherwise noted in the initial inspection report, Tenant agrees that each appliance located within the premises is clean, in satisfactory and working order. Property appliances shall not be swapped out or removed from the property.

4. TERM: The term of this agreement begins at 1:00 PM on (the "Lease Start Date") and ends at NOON on (the "Lease End Date"). Any renewals or extensions of the Lease or term for an additional specified term or renewal must be in writing and signed by both Tenant and Broker. Absent such an agreement in writing, the term of this agreement shall automatically terminate on the Lease End Date, and this shall constitute an agreement, whose term is to end at a time certain pursuant to C.R.S. § 13-40-107, requiring no notice to quit.

Should the tenancy begin on a day other than the first day of the month, the first month's rent shall be prorated or adjusted between the parties hereto so that all additional rental payments shall become due and payable on the first day of each month. If a rental rate proration is needed, the rent shall be adjusted based upon the number of days in that month multiplied by the number of days of occupancy.

5. RENT and FEES: Tenant shall pay the following each month:

- o \$1,950.00 Rent
- o \$30.00 Pet Rent
- o \$12.95 Resident Liability Insurance
- o \$35.00 Resident Benefit Package (Furnace Filters, \$1M Identity Protection, Tenant Portal, Maintenance Portal, Credit Building, Resident Rewards Program, Utility Connection Assistance, Move-In Inspection App, Emergency Call Center)
- o \$1.95 eCheck Pay Processing Fee
 - per payment
- o \$0.00 Other Monthly Fee

6. ADDITIONAL FEES:

1. **Late Fees:** If Broker has not received the monthly rent and any other sums due from Tenant for any given month on or BEFORE 5PM ON THE 8TH CALENDAR DAY of the month, Tenant shall pay a late charge of 5% of the monthly rent charged, with a minimum late fee of \$50 ("Late Fee") for which the Tenant has an unpaid and outstanding balance.

2. **Insufficient Funds:** Tenant shall pay cost plus a fee of \$20.00 per Dishonored Payment made by Tenant. Tenant agrees to pay, by certified funds, all Rents, all Late Fees, costs incurred for insufficient funds/returned check or electronic payment ("Dishonored Payment" or "NSF"). Upon the event of a Dishonored Payment, Broker has the right to require Tenant to pay all future Charges by certified funds. Any payments tendered thereafter, which are not in the form of certified funds, shall be treated as if Tenant failed to make said payment until certified funds are

If any payments are returned by the bank, all future rent and charges shall be payable by certified or guaranteed funds only. Any returned check or rejected electronic payment will be considered as unpaid rent.

Tenant agrees to pay all Attorney's and Sheriff's fees resulting from Tenant's eviction from the Premises.

If the rent payment, in full, is not received when due, Tenant understands that a 10-Day Demand for Payment of Rent or Possession Notice will be served and a \$50 Service & Delivery charge will be charged to the Tenant. Tenant acknowledges they are responsible for late payments due to mail delivery or other causes.

Charges: Tenant hereby expressly agrees that monies paid by Tenant, including but not limited to: Rent, Late Fees, Dishonored Payments, notice fees, attorney's fees, repair bills, utility bills, additional fees and expenses detailed in this Agreement, landscape/pool repair and maintenance costs, and fines ("Charges"), shall be applied to the Tenant's balance in the priority, by date, for which Charges are accumulated. All Charges shall be due when incurred. Tenant's failure to pay Charges in full by the 8th day of each month, may result in the initiation of eviction proceedings. Broker's acceptance of monies for Charges shall not act as a waiver of any default of Tenant, or as an extension of the date on which Charges are due. Broker reserves the right to exercise any other rights and remedies under this Agreement or as provided by law; and

1. Resident Benefit Package (See Addendum Below in the Addendum Section) - \$35.00 per Month

Tenant shall pay monthly rent on or before the first day of each month without demand or notice. One full month's rent must be paid in full before the Tenant takes occupancy of the premises.

Tenant shall make all payments due to Broker online through the tenant portal or at such other place or in such manner as Broker designates in writing. It is the Tenant's sole responsibility to get the rent to Broker by the due date, regardless of holidays or weekends; it is not the responsibility of Broker to go to the premises, or elsewhere, to retrieve the rent. Upon written notice and regardless of Tenant's default, Broker may require Tenant to pay Broker all sums in certified funds.

Broker shall apply to Tenant's account all monies received from Tenant in Broker's sole and absolute discretion, regardless of any notations on payments made by Tenant or when Tenant's obligation to pay such monies arose. Unless affected by statute, Tenant's promise and covenant to pay rent is independent, absolute, without right to setoff, offset, or deduction by Tenant, for any reason whatsoever, including but not limited to any alleged breach by Broker or Broker's Agents.

Regardless of whether specifically stated in any applicable paragraph of this Agreement, any and all rent, amounts, charges, sums, damages, or money owed by Tenant under this Lease shall be considered rent, and Broker shall have all remedies for non-payment of any amount including eviction.

To avoid outstanding charges, please ensure that the amount paid each month will cover any outstanding balance as well as the full monthly rental amount.

7. Form of Payment: Broker will accept payment, of any monies due and owing Broker, in any of the following forms:

- Auto Pay -- Tenants have the option of scheduling their payments through the Tenant Portal, manually or automatically.
- Check or Money Order -- Tenants can drop off or mail in a check or money order made payable to PMI Elevation

Rent payments in any other form will be assessed a processing fee of \$25.

Partial payments may be accepted for those Tenants who choose to pay any portion of their rent in advance, on-line, as a courtesy, so that their rent may be received in full by the date it is due. Under no circumstances shall Broker's acceptance of a partial payment forfeit Broker's right to collect the balance due on the account, despite any endorsement, stipulation or other statement on the payment. Broker retains the right to pursue any remedy under this lease for late payment of rent.

Tenant may NEVER withhold rent, use rent as a set off to make repairs, or at any time fail to pay anything other than the full amount due, regardless of any breach or alleged breach of this lease by Broker, except upon compliance with C.R.S. 38-12-501 et seq.

8. SECURITY DEPOSITS: Tenant will deposit \$1,950.00 with the Broker as a Security Deposit. Regardless of when given or for what purpose, any security deposit paid by Tenant is collectively hereinafter referred to as "Deposit". If there is a Pet, this amount of the deposit above will be \$200.00 .

The Deposit shall be paid in full before Tenant takes occupancy of the premises, unless other arrangements are made in writing with Broker.

Tenant agrees the Security Deposit is also being held as assurance of the full and faithful performance of each and every term, covenant, and condition of this lease and the rules stated herein.

Regardless of the purpose of any Deposit, Broker may apply any Deposit to any sum owed by Tenant. Tenant shall not apply or use any portion of the Deposit as an offset or reduction to the payment of rent or other sums due under this Lease at any time for any reason whatsoever. Brokers shall have the right to apply such portion(s) of the Deposit reasonably necessary to any defaults by Tenant in the payment of rent or any other sum, or to repair any damage to the Premises or to Broker's property cause by the Tenant.

Regardless of whether specifically stated in any applicable provision of this Lease, Tenant shall always be liable to Broker for any damage, including negligent or intentional acts caused by Tenant, any occupant, child, family member, guest, invitee, pet, animal, or licensee of Tenant, or any other person on the Premises due to Tenant.

If Tenant is liable for any damages, Tenant shall pay Broker such damages upon demand. Tenant's legal liability to Broker shall not be limited under any circumstance to the amount of the Security Deposit.

Tenant agrees to pay reasonable cleaning charges if Tenant fails to make the Premises as clean as when the Tenant moved in, and Broker may withhold or deduct reasonable charges for cleaning from the Security Deposit. Tenant agrees to pay any trash removal or dumpster charges if Tenant fails to remove personal property or trash upon vacating.

Prior to vacating, Tenant shall provide Broker, and the United States Postal Service, Tenant's forwarding address. If not provided, any Security Deposit Disposition Letters and/or refunds shall be mailed to the last known address of the Tenant.

Broker agrees within sixty (60) days after Termination of this Lease, or surrender and acceptance of the Premises, whichever occurs last, to mail to Tenant at Tenant's last known address a written statement listing the full and specific reasons for all charges against the Security Deposit together with a refund of the balance, if any, of the Security Deposit to Tenant.

9. MOVE-IN CHECKLISTS: Tenant acknowledges that Tenant has inspected the Premises, and that the Premises are in an acceptable condition, and in good, clean and acceptable repair except as specifically noted in writing as agreed to by the parties on Tenant's Move-In Checklist App, zInspector. Tenant specifically acknowledges that no condition exists in the Premises that make the Premises materially dangerous or hazardous to Tenant's life, health or safety.

Immediately upon occupying, Tenant will inspect the Premises and report any defects or problems on the Move-In Checklist Phone Application, zInspector. The tenant will receive an email link to the phone app, zInspector, on the day their lease begins. The Move-In Checklist phone app form must be signed and returned to Broker within 5 days of occupancy upon which time it will be incorporated into and made a part of this Lease, regardless of whether it is attached. Tenant's failure to report any defects or problems on the Move-In Checklist Phone App, zInspector within 5 days of move-in is and shall be a binding admission by Tenant that the property is in good condition with no items to report as deficient or damaged. After 10 days from the start of the lease term, the tenants signature will automatically be applied to the zInspector application reporting no issues.

The purpose of the phone application checklist, zInspector, is to identify those flaws which are damaged and not likely to be repaired. Upon move-out, these items will not be charged against you.

NOTE: Anything not operable, or identified as a safety or security matter, should be immediately submitted for repair on a work order through your Tenant Portal. Noting something on the app is NOT a submittal of a maintenance request.

Tenant accepts the Premises in "as-is" condition, without representation or warranty of any kind, whether express or implied, unless otherwise prohibited by law. Broker specifically disclaims any warranty or covenant of quiet enjoyment.

10. PAYMENT OF FUTURE RENT: If Tenant is in default of any provision of this Agreement, then in addition to any other rights and remedies that Broker may have, Broker may at Broker's sole discretion and option, either terminate this Lease, or from time to time without terminating this Lease, re-enter and retake possession of the Premises, with legal proceedings as provided for by law, and terminate Tenant's right to possession, and re-let the Premises for such terms and at such rentals as Broker in Broker's sole discretion may deem advisable, with the option to make alterations and repairs to said Tenant shall be liable for the cost of all the alterations and repairs, which are reasonably necessary to re-rent the Premises, and the re-letting fee set forth in paragraph 3.6. If Broker does not terminate this Agreement, upon re-letting, all rent and other sums received by Broker from such re-letting, shall be applied, first to the payment of any monetary obligation due under the terms of this Agreement other than monthly rental installments, second, to the re-letting costs, third, to past due to monthly rent installments, with the remainder, if any, to be held by the Broker and applied as payments of future rents as the same become due and payable under this Agreement.

No such re-entry or re-taking possession of the Premises by Broker, including but not limited to, re-taking of the Premises, by abandonment, voluntary surrender of the Premises by Tenant, or the institution of forcible entry and detainer proceedings or other legal proceedings against Tenant, shall be construed as an election on the part of Broker to terminate this Lease unless written notice of such intention be given to Tenant, or unless determination hereof be decreed by a Court of competent jurisdiction. Even though Broker may re-let the Premises without terminating this Agreement, Broker may at any time thereafter elect to terminate this Lease for any previous breach.

Should Broker at any time expressly opt to terminate this Lease for any breach, in addition to any other remedy Broker may have, Broker may

recover from Tenant damages Broker may incur by reason of such breach, including the costs of recovering the Premises, including any reasonable attorney's fees and costs. If Tenant defaults, Broker agrees to exercise customary diligence to re-let the Premises to minimize damages and will credit all subsequent rent received from subsequent Tenants against Tenant's liability for past due, and future rent, and other sums due.

11. DELAY IN DELIVERY OF POSSESSION AND FAILURE TO PAY UPON LEASE START DATE: If Broker does not deliver possession of the Premises on or before the Lease Start Date for any reason, Broker shall not be liable to Tenant for any damages whatsoever for failure to deliver possession on that date, but Rent payable under this Lease, shall be abated on a daily basis until Broker delivers possession to Tenant. If Broker does not or cannot deliver possession of the Premises within 7 days of the Lease Start Date, either Tenant or Broker may thereafter terminate this Lease by written notice.

If for any reason, including but not limited to, Broker's unilateral mistake, Tenant fails to pay any amount due under the Lease prior to moving in, Tenant shall be in default and Broker may exercise any and all rights and remedies under this Lease or at law including, without limitation, notice to quit upon three (3) days' notice or three (3) days' notice of rent or possession, and imposition of late fees.

12. RENEWAL TERM: It is the intent of both parties that this Lease is for a set period of months and that the last month's rent will apply to the last month of the Lease period.

In the event that the Tenant(s) wish to renew or extend their Lease, they understand and agree that their account must be current, with no outstanding balances. No leases will be renewed or extended if there is a balance owing at the time of the renewal. Tenants who wish to renew or extend their Lease agreement, agree to notify Broker, in writing, no less than 45 days prior to the expiration of their Lease.

To complete the renewal or extension process, the Tenant(s) agrees to a "pre-walk" inspection during the month prior to their Lease expiring. If during the pre-walk inspection it is determined that the Tenant is not caring for the property (interior & exterior) in accordance with their Lease, Broker reserves the right to decline to offer the Tenant(s) an opportunity to renew or extend their Lease.

No leases will be renewed or extended without a pre-walk inspection unless Broker waives this inspection. Upon a successful inspection, the Tenant agrees to renew their lease, before their Lease expires. Renewal Leases will be posted to each Tenant's Portal for electronic signatures. Tenants should be aware that future rent increases should be anticipated. Rental increases will be determined by the current market conditions.

13. HOLDING OVER: Broker may terminate Tenant's tenancy without notice at the end of any term, extension, renewal, or month-to-month tenancy, because this Lease is an agreement whose term is, by agreement, to end at a time certain pursuant to C.R.S. § 13-40-107(4). If, with the written consent of Broker, Tenant continues in possession of the Premises after expiration of the Lease Term, any extension, or renewal, this Lease shall become a month-to-month lease, subject to all of the terms and conditions of this Lease and subject to the holdover fee.

The Lease shall then remain in effect on a month-to-month basis until terminated by either party, in accordance with the requirements set forth in any applicable provision of this Lease or as otherwise required by law. If either Tenant or Broker gives notice to vacate, Tenant shall vacate by no later than NOON, on or before the last day of the month, as specified in the notice.

If without the consent of Broker, Tenant continues in possession of the Premises, and fails to vacate or fails to turn in any keys after expiration and termination of any lease term, extension, or renewal, or after any notice to vacate, Tenant shall be wrongfully holding over. For any wrongful holdover period, Tenant shall pay Broker rent in the amount of \$100 per day until the keys are delivered to the office of Broker, located at 13709 Omega Circle, Lone Tree, CO 80124.

14. TRUST ACCOUNTS: If allowed by law, Broker shall retain all interest earned, if any, on Security Deposits, as an offset for administration and bookkeeping

15. EVICTION COSTS: Tenant shall be charged a per occurrence "Pay or Quit" notice of service ("Notice of Service" administrative fee, as further detailed in Additional Terms and Conditions. If Tenant fails to pay the monies required under the Lease within the Pay or Quit time frame and Broker submits an eviction request to legal counsel, Tenant shall pay an administrative process fee per eviction attempt ("Eviction Attempt"). Tenant will also be charged all related fees and expenses, according to actual costs incurred by Broker, or any 3rd parties retained by Broker resulting from the eviction process. Broker reserves the right to turn to a collection agency for unpaid balances and Tenant understands that Tenant will be responsible for any fees charged by such collection agency.

16. DEFAULTS & REMEDIES: Tenant's obligations are contained in this Agreement, any Addenda, and any applicable HOA policies, declarations, bylaws, or covenants (hereinafter collectively "the Lease Documents") regardless of whether attached to this Agreement.

Tenant shall be in default if Tenant breaks, fails to observe or to perform any promise, agreement, or covenant set forth in the Lease Documents, including but not limited to, Tenant's failure to timely and fully pay any rent and other amounts due, abandons or vacates the Premises without fully performing all Lease covenants, or if Tenant shall make any misrepresentation to the Broker or in the Lease Documents. Tenant shall also be in default if any occupant, family member, children, guest, invitee, or any other person about the Premises or Owner's property due to Tenant, or with Tenant's knowledge or consent, breaches the Lease. If Tenant defaults, Broker shall have all remedies provided for in this Agreement and at law.

17. ATTORNEYS FEES & COLLECTION RELATED COSTS: Except for any suit brought pursuant to C.R.S. § 13-40-101, Tenant

agrees to pay Broker all costs incurred by Broker in connection with collecting any rent, amounts, or damages owed by Tenant under this Agreement or to enforce any provision of this Agreement, including but not limited to, any collection costs and reasonable attorneys' fees from the date any such matter is turned over to an attorney and regardless of whether suit is commenced. In any suit brought pursuant to C.R.S. § 13-40-101, et seq., Broker and Tenant agree that the court shall award to the prevailing party its reasonable attorney's fees and costs. For purposes of this Section, Tenant agrees that suit shall have the broadest possible meaning and includes by way of example, but not by way of limitation, any lawsuit, governmental agency action, including but not limited to, any fair housing claim, or any other proceeding, between Broker and Tenant to enforce this Agreement, arising from this Agreement, or in any way connected with this Agreement or Tenant's tenancy at the Premises, including but not limited to, litigation concerning Tenant's Security Deposit. Notwithstanding anything to the contrary in this paragraph or Lease, Broker and Tenant agree that the Court shall award the prevailing party in any eviction, unlawful detainer, or action brought under C.R.S., §13-40-101, et seq., their reasonable attorney's fees and costs. For any claim, Tenant agrees to pay eighteen percent (18%) interest compounded annually on all damages awarded by a court in Broker's favor, including unpaid rent or other amounts, or damage to the premises owed by Tenant, such interest payable from the time such damage is suffered from Broker and not only upon entry of judgment by the court. Broker and Tenant agree that any action or proceeding arising out of or in any way connected with this Agreement, regardless of whether such claim is based on contract, tort, or other legal theory, shall be heard by a court sitting without a jury and thus Tenant hereby waives all rights to a trial by jury.

18. USE AND OCCUPANCY: Tenant covenants that the Premises are to be used and occupied by Tenant as Tenant's principal residence, solely as a private residential household, not for any unlawful purpose, and not for any other purpose whatsoever, including any business purpose that is not specifically allowed by this Lease, and by any law.

Tenant shall show due consideration for others and shall not behave in a loud or obnoxious manner, interfere with, disturb, or threaten the rights, comfort, health, safety, convenience, quiet enjoyment, and use of the Premises, by Broker, or by Broker's agents or employees, other Tenants and occupants, surrounding neighbors, and any of their guests, invitees, or the general public (collectively "others").

Tenant shall not disrupt or interfere with Broker's business operations, or communicate with the Broker or Broker's representatives in an unreasonable, harassing, rude, or hostile manner. Broker may deny any Tenant access to the Premises, including by changing the locks, if any court or legal order restrains or bars a Tenant from the Premises. Tenant agrees not to permit, commit, or suffer any conduct, disorderly or otherwise, noise, vibration, odor, or other nuisance whatsoever about the Premises, having a tendency to annoy or disturb others and to use no machinery, device, or any other apparatus which would damage the Premises or annoy others.

Occupation of the Premises is subject to applicable occupancy standards determined by law and by Broker. Only authorized occupants shall occupy the Premises. Broker must approve any change of authorized occupants in writing prior to occupancy, except for children born or adopted during the term of the Lease, but such children are subject to applicable occupancy standards. Upon Broker's demand, Tenant shall provide to Broker any information necessary to establish the residence of any person who appears to be residing at the Premises in Broker's reasonable judgment. If Broker claims that any person residing in Tenant's Premises is an unauthorized occupant, Tenant shall bear the burden of proving in any court action or eviction proceeding that the person challenged by Broker as an unauthorized occupant does not reside at the Premises. Changes to any current lease, to add an approved Tenant or to remove a Tenant, will incur a \$250 fee, to be paid to Broker, in advance. This fee is not refundable and will not guarantee that Broker will approve the proposed tenant. Broker reserves the right to reject any tenant based upon Broker's then-current proposed tenant evaluation procedures, including but not limited to credit checks, criminal background checks, proof of employment or income, guarantees of parents or other relatives as needed, etc.

Should unauthorized occupants be found by the Broker residing in, or appearing to be in control of the premises, Tenant understands and agrees to pay a fee of \$200 in addition to their monthly rental charge, for each month that any unauthorized occupants are found in the property. NOTE: This provision is not negotiable. Please note that it is the fiduciary responsibility of the Broker to the Owner of the premises (but not to any proposed or future tenant or Tenant) to vigorously screen and approve any potential tenants of a property in their care. Any violation of this section shall be grounds for immediate eviction and collection of any outstanding fees.

An unauthorized occupant is any guest (regardless of familial relationship) staying longer than 7 days, without prior approval of the Broker.

19. NUISANCE: If the Broker receives any written nuisance complaint, cease and desist order, tickets, citations, letters, or similar demand from any HOA or governmental entity (collectively "Nuisance") regarding the Premises, Tenant shall be in default of this Agreement. Upon demand from Broker or notice of any nuisance, Tenant shall within ten (10) days address and remedy any Nuisance and otherwise cure any nuisance violation, including but not limited to, paying any fines, penalties, assessments, or other amounts levied, charged, or imposed by any governmental entity because of the Nuisance.

Broker may take any action necessary or required to cure or remedy any nuisance, including but not limited to, barring or trespassing any individuals from entering any portion of the Premises. Tenant will not permit any barred or trespassed individuals onto the Premises.

Tenant acknowledges that a legal demand or trespass notice delivered to Tenant by either personal service or posting on Premises is proper notice that an individual, guest, relative, or any other party has been trespassed or barred from Premises. Tenant shall pay or reimburse Broker all costs, damages, sums, or other amounts, including reasonable attorney's fees and costs incurred by Broker, levied or assessed against the property or Broker because of Tenant.

20. CARBON MONOXIDE & SMOKE DETECTORS: Tenant acknowledges the existence of an operating smoke detector and carbon monoxide alarm in the rental unit. These safety devices have been installed in accordance with the manufacturer's published instructions and

Tenant understands that these devices have been provided to help insure the Tenant's safety but must not be considered a guaranty of safety.

Tenant agrees to keep, test, and maintain both safety devices in good repair. Batteries may not be removed from the smoke detector or carbon monoxide alarms, unless inspection and/or maintenance of the devices make it necessary to do so. Tenant further agrees to give immediate written notification to Broker if the safety devices malfunction or are missing. These responsibilities are in effect throughout Tenant's occupancy. Any Tenant who has disabled or tampered with the Smoke and/or Carbon Monoxide Detectors will incur a \$250 fee per occurrence.

21. MAINTENANCE: Upon taking possession of your new home, should any appliance or system of the home be found not to be operable, the Tenant should immediately submit a work-order online through the Tenant Portal. This should be done within the first 5 days to avoid any tenant charge.

It is the responsibility of Tenants to inform Broker of any maintenance issues which need to be addressed, including any conditions that pose a health or safety hazard to the occupants or premises.

An emergency maintenance hotline is available for Tenants and may be accessed 24/7/365 by contacting Broker and being redirected to the Emergency Hotline. Emergency maintenance requests involve active water leaks, no heat (less than 32 degrees), sewer back-ups, etc. This hotline is subject to change.

Tenant will allow Broker to access the premises at least quarterly. The failure to allow access to the premises is a default under this Agreement and grounds for eviction.

For routine maintenance requests, involving any appliance or system of the home, the Tenant should immediately submit a work order through the Tenant Portal. Any charges for vendor over-time will be the responsibility of the tenant.

Tenants will be responsible for the total cost of repair if the damages are a result of their neglect, ignorance or intentional damage, as well as their failure to report any maintenance concerns which may have prevented any secondary damage to the home.

It is in the Tenant's best interest to understand that replacing bulbs, batteries and other minor issues are well within the Tenant's ability, without submitting a maintenance work order. In the event such items are not replaced upon move-out, Broker reserves the right to charge its then-current rates and actual costs in replacing such items.

22. ROUTINE MAINTENANCE REQUESTS: Routine work orders for maintenance must be submitted through the Tenant Portal. The Tenant Portal is accessed at any time from the website at PMIelevation.com

Work-orders submitted through the Tenant Portal, once approved, will be assigned to a Preferred Vendor.

Tenant(s) shall make all necessary repairs to the interior and keep premises in a safe, clean and sanitary condition. Tenant(s) may not remodel, structurally change, or remove any fixture from the premises without written permission from Broker.

It is the Tenant's responsibility to make contact with our Preferred Vendors to coordinate the Vendor access to the property. Vendors shall not be relatives of Tenant, either by blood or marriage. Vendors shall be in the business of doing said repair or service and shall have all appropriate licenses and permits. Tenants should notify the Property Broker if there is no response from the vendor within 3 business days for non-emergency, routine maintenance requests.

Broker will make necessary repairs to the exterior with reasonable promptness after receipt of written notice from Tenant.

23. MAINTENANCE OF PREMISES BY BROKER: Broker shall be responsible for all exterior repairs and maintenance to the Premises except as otherwise specifically set forth in this paragraph

Broker will be responsible for any recurring maintenance matters:

HVAC inspections and service:

- * heating systems
- * air conditioning systems
- * Winterization and re-activation of seasonal systems:
- * sprinkler systems, and
- * swamp coolers;

Broker shall be responsible for all interior non-routine maintenance, repairs, and replacements, and for repairs and maintenance required by law. Tenant agrees to cooperate and allow Broker access for the above items. In the event that Tenant refuses to allow Broker to access the

premises for the purposes in this Section, this constitutes a breach of the lease and Broker may immediately evict Tenant.

24. WORKING WITH VENDORS: Our Preferred Vendors will be assigned work orders for any approved maintenance requests. Vendors should have three (3) business days to respond to non-emergency, non-critical maintenance requests. Please make every attempt to accommodate the vendor's time schedule. Requests for repairs after business hours, weekends or holidays will be at the Tenant's expense.

Tenants do not have the right to deny access to the Premises to any approved, preferred vendor scheduled to perform any requested maintenance.

25. MAINTENANCE OF PREMISES BY TENANT: Tenant shall use customary diligence in maintaining and not damaging the Premises. Regardless of whether Tenant is responsible for making any repair or performing any maintenance, Tenant shall always be liable to Broker for the cost of any repair or maintenance caused by Tenant.

Tenant shall keep the yard free from all litter, dirt, debris, and any other obstruction.

Tenant shall be responsible for all routine maintenance repairs and replacements to the interior of the Premises. Tenant shall maintain the residence in a clean, sanitary, neat, safe, fit, habitable, and undamaged condition. Tenant shall not permit any unlawful or wasteful activity on the Premises, and shall comply with all applicable laws, including but not limited to, building codes and laws regarding public health and safety.

Tenant shall dispose of all ashes, rubbish, garbage, and any other waste in a clean and safe manner on a regular basis.

Tenant must use plumbing fixtures and facilities, electrical, sanitary, heating, ventilating, air conditioning, and any other mechanical systems and appliances in a safe and reasonable manner, and in the manner and for the purposes for which they were designed.

Without Broker's prior written consent, Tenant shall not: make any alterations to the Premises, place stickers, deface or permit the defacing of any part of the Premises; use or install any shades, awnings or window guards; install or remove any existing alarm systems, locks, air-conditioning units, space heaters, antennas, additional phone or cable TV outlets, satellite dishes or additional fixtures.

Tenant shall not drill any holes into the walls, woodwork, or floors of the Premises. If Tenant makes or installs any decorations, alterations, additions, or fixtures without Broker's prior written consent, Tenant agrees to remove, correct, repair, or replace at Tenant's expense.

In order to prevent damage to the Premises and to, among other things, retard and prevent mold and mildew in humid conditions and to avoid freezing pipes in cold weather, Tenant shall at all times provide appropriate or reasonable heating, climate control, ventilation, and lighting in the unit based on the circumstances.

For similar reasons and others, Tenant shall promptly notify Broker of any air conditioning or heating malfunctions, visible moisture accumulation, mechanical problems, plumbing problems, water leakage, or mold growth.

Second Nature Program (part of the Resident Benefits Package): A portion of Tenant's total amount due will be used to have HVAC filters delivered to their home approximately every 60 days during the heating season, Sept-May (for Heat only units) and every 90 days (for units with Heat and A/C) under the Second Nature Program. Tenant shall properly install the filter that is provided within two (2) days of receipt of the filter. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Broker upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter Tenant shall immediately notify Broker in writing. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and Broker shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Broker for all damages to the property, A/C or heating system caused by Tenant's neglect or misuse. There is no discount if the property does not have filters for the furnace. This does not include any other type of filters, such as fridge or water filters.

Broker shall oversee the maintenance of the heating and air conditioning systems, and in the case of major repairs/replacement will provide oversight of the repair/replacement of said systems, at the expense of the Broker. However, any repairs to the heating or cooling system caused by dirty filter or other damage due to Tenant abuse or neglect will be the responsibility of Tenant.

In the case of landscaping being maintained by a contractor, Tenant agrees to cooperate with the landscape contractor in a satisfactory manner. Broker provided landscaping is not to be construed as a waiver of any responsibility of the Tenant to keep and maintain the landscaping and/or shrubs, trees and sprinkler system, in good condition.

In the event the landscaping is not being maintained by a contractor, Tenant shall maintain lawns, shrubs and trees, and sprinkling system. Tenant shall water all lawns/shrubs/trees/flowers (whether or not the Premises has a sprinkler system), mow the lawns weekly, trim the trees and fertilize lawns, shrubs and trees. If Tenant fails to maintain the landscaping in a satisfactory manner, Broker may have the landscaping maintained by a landscaping contractor and charge Tenant with the actual cost, plus a management service fee.

At Tenant's expense, Tenant shall be responsible to have carpets professionally cleaned upon move out. Tenant shall present Broker with a receipt from a reputable carpet cleaning company.

Tenant shall be responsible for any MINOR repairs necessary to the Premises up to and including the cost of \$100.00. Tenant agrees to pay

for all repairs, replacements and maintenance required by Tenant's misconduct or negligence or that of Tenant's family, pets, licensees and guests, including but not limited to any damage done by wind or rain caused by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting or the building in general. Tenants are responsible for clearing slow or stopped drains.

Tenant is responsible for replacing batteries in smoke detectors at minimum once a year.

Tenant may NEVER withhold rent, use rent as a set off to make repairs, or at any time fail to pay anything other than the full amount due, regardless of any breach or alleged breach of this lease by Broker, except upon compliance with C.R.S. 38-12-501 et seq.

26. LANDSCAPING: Tenant agrees to maintain the front, side and rear yards in a manner that will enhance the look of the exterior of the home.

Tenant agrees to provide sufficient water to maintain the life of the grass, bushes and other vegetation. Tenant further agrees to fertilize, mow, trim, and maintain all the lawns, trees, plants, flowers, and shrubs at the Premises in a condition satisfactory to Broker and in compliance with local ordinances, community policies, covenants, and HOA rules and bylaws.

Due to our Colorado weather, Tenants are encouraged to be familiar with the Fall & Winter Watering guidelines. During times of drought, Tenants are encouraged to seed (or over-seed) with a drought-resistant grass seed.

Tenant shall keep sidewalks and driveways free of snow and ice, as required by local municipality, within twenty-four (24) hours of snowfall. Snow removal is the responsibility of the Tenant(s). At no time is the removed snow to be placed, stacked, or piled against the buildings or premises as doing so may cause or accelerate damage to the buildings or premises.

Tenant shall disconnect any hoses from faucets before first freeze each year to prevent freezing and other damage. If Tenant fails to remove any hose, Tenant shall be responsible for all resulting damages.

If Tenant fails to maintain the landscaping in satisfactory condition, after inspection and written warning from Broker, proper personnel will be hired by Broker to maintain the landscaping at the Tenant's expense. Tenant agrees that failure to maintain the landscaping for any reason, including but not limited to, as a result of neglect, pets, etc., is not "normal wear and tear".

Upon Broker retaking possession of the Premises, if the landscaping is not in the same or better condition as of the time Tenant first took possession, Tenant shall be responsible for all labor and materials to return the Premises landscaping to said condition.

27. SPRINKLER SYSTEMS: When the property contains an automatic sprinkler system, its operation is considered a convenience for the Tenant. If the system is inoperable, the Tenant is still responsible for the care and maintenance of the lawn and shrubs and the Tenant shall maintain the same with proper manual watering. (In some cases, repair of the sprinkler system may or may not be deemed economical by Broker or Property Owner.)

When the system is operational, the Tenant is responsible for the proper care and maintenance of the system which includes, but is not limited to, the replacement of broken heads, pipes, valves and all other components, which may fail or be broken due by Tenant, either by accident or negligence. (Note: As an annual routine maintenance item, sprinkler systems will be winterized in the fall and activated in the spring, by a vendor hired by Broker, at the Owner's expense.)

At the Tenant's option, Tenant may choose to hire a private company, or individual, to maintain the landscaping. Hiring a landscaping company does not absolve the Tenant from any responsibility for the landscaping and to ensure that if any HOA rules apply, that they are in compliance.

To be clear, the Tenant IS responsible for the care of maintenance of the landscaping contributing to the property's curb appeal.

28. REPAIRS & MALFUNCTIONS: For any repair that is the Broker's responsibility, Tenant shall promptly request in writing any repairs to be made to the Premises or its fixtures, alarm devices, and other equipment that belong to Broker, except in the case of emergency when oral requests for repairs to the Broker will be accepted.

Tenants shall always pay Broker on demand, for repairs made to Premises that were necessitated by Tenant's conduct, regardless of whether any conduct necessitating any repair was intentional or negligent.

If Broker makes any repair or performs any maintenance on Tenant's behalf, Broker shall have the right to charge Tenant for such repairs or maintenance, and such charges shall be considered additional rent.

29. REPAIR NOTIFICATION: After any request for repair by Tenant, or during the making of any repair by Broker, the Lease shall continue in full force and effect and the rent shall not abate during any such period, except in the event of a casualty event making the Premises unfit for habitability. In making any repair or maintaining the Premises or property, Broker may temporarily turn off equipment and interrupt utilities to the Premises or property, or temporarily take any additional action reasonably necessary, in Broker's sole and absolute discretion, to affect the repair or perform the maintenance, and to avoid damage to the property or the Premises, all without any liability to Tenant whatsoever.

30. MECHANIC'S LIEN: For any mechanic's lien that is recorded against the property because of Tenant's actions or inactions, Tenant agrees to promptly resolve such lien by payment, bonding or other remedy, such that the lien is released with the applicable clerk and recorder's office, within ten (10) days after request by Broker and shall indemnify Broker against losses arising out of any such claim or claims including, without limitation, attorney's fees and costs of court.

31. LIABILITY: Tenant, Tenant's family, occupants, guests, invitees, or any person entering on or about the Premises due to Tenant (hereinafter collectively "Tenant") assume any risk(s) whatsoever of damage or injury, whether to person or property, loss, or destruction of property, in connection with Tenant's occupancy of the Premises or in association with Tenant's use of the Premises (hereinafter "Risks"). Such risks include but are not limited to damage or injury caused by third parties, fire, smoke, water, water leaks, ice, snow, lightning, explosions, mold, infestation, theft, vandalism, weather or natural elements, interruption of heating/cooling, utilities, and plumbing systems. Broker has no duty to remove any ice, sleet, or snow. Tenant agrees that all property kept in the Premises shall be at the risk of the Tenant.

To the greatest extent permitted by law, Broker shall not be liable to Tenant, even for negligent acts or omissions of Broker or Broker's representatives, for any damage or injury, whether to person or property, loss, or destruction to Tenant's property, including but not limited, to any damage or injury, whether to person or property, loss, or destruction of property sustained by Tenant from any cause, including but not limited to, the causes and risks set forth herein.

To the greatest extent permitted by law, Tenant agrees to hold Broker harmless and to indemnify Broker against and from any lawsuit, loss, cost, expense, damage, or claim including attorneys' fees and costs resulting from any injury, whether to property or to person, whether to Tenant, Tenant's family, occupants, guests, invitees, or any person entering the Premises, unless prohibited by law. Tenant waives any insurance subrogation rights or claims against Broker or Broker's agents, and their insurers. No employee or Broker is personally liable for any of Broker's contractual, statutory, or other obligations merely by virtue of acting on behalf of Broker. All provisions regarding Broker's non- or no-liability and no-duty apply to Broker's employees, Brokers, and management companies.

32. SAFETY & PROPERTY LOSS: You and all occupants and guests must exercise due care for your own and others safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices.

Casualty Loss

We, PMI Elevation, are not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

Smoke and Carbon Monoxide Detectors

This home is equipped with smoke and carbon monoxide detectors in accordance with state or local government regulations. You must immediately report smoke or CO detector malfunctions to us. Neither you nor others may disable smoke detectors or carbon monoxide detectors.

You will be held liable to others and to Broker for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke and/or carbon monoxide detectors or from your failure to replace a dead battery or report malfunctions to us. It is a Tenant's responsibility to replace batteries in the home's detectors as necessary.

Glass Breakage

Tenant will be responsible for and shall repair all glass breakage, regardless of cause, which may or may not have been within the control of the Tenant. This includes vandalism or any other cause.

33. EXTERMINATION OF PESTS: Tenant understands that various pest, rodent and insect species (collectively, "Pests") exist in the area of Premises. Pests may include, but are not limited to, spiders (including black widow and brown recluse), bees, snakes, ants, termites, bedbugs, rats, mice and pigeons. The existence of pests may vary by season and location. Within thirty (30) days of occupancy, if the Premises has pests, Broker at Tenant's request, will arrange for and pay for the initial pest control spraying. Tenant agrees to pay for the monthly pest control spraying fees thereafter.

34. BROKER ACCESS TO PROPERTY: Broker shall have the right to enter the Premises, with notice when practical, without notice when not practical, at any reasonable time to examine, inspect, repair, show, or for any other legitimate or necessary purpose which Broker determines in its sole discretion. No entry by Broker shall constitute an eviction in whole or in part at any time, nor shall Broker be liable to Tenant for any inconvenience or discomfort, and the rent shall not abate during any period that Broker enters. Broker may enter, regardless of whether Tenant is present, by duplicate key, or other means when necessary or in the event of an emergency.

Tenant agrees that Broker shall have the right to show the Premises to prospective Tenants at reasonable times for a period of Sixty (60) days prior to the expiration of tenancy, based upon either Broker's or Tenant's written notice to vacate.

Tenant agrees to keep the Premises in a clean and showable condition during the 60-day period of the notice to vacate. Should the property be deemed to be not presentable, Tenant will incur a fee of equal to one (1) month rent. This fee may be incurred for successive 30-day periods if the Tenant continues to fail to keep the property in presentable condition, the Tenant will be in breach of this Agreement and subject to eviction.

During this 60-day period, Broker may install a key box at the Premises for the purpose of showing prospective Tenants, or Buyers, the Premises. Broker retains the right to place on the Premises a sign advertising the Premises for rent or for sale during the term of Tenant's tenancy. Broker shall, whenever practical, give Tenant next day prior notice of intention to enter the Premises for the purpose of showing the Premises to prospective Tenants, or Buyers.

35. ASSIGNMENT: Broker may assign this Lease. Tenant shall not assign this Lease, sublet the Premises, or any part thereof, without the prior written consent of Broker, which consent may be withheld in Broker's sole and absolute discretion.

Should it be determined that any portion of the property has been sublet, Tenant agrees to pay a fine/fee equal to 2 months' rent, due and payable immediately.

36. JOINT & SEVERAL LIABILITY: Each person executing this Lease is fully and personally liable and obligated for promises, covenants, and agreements in this Lease, including but in no way limited to, the promise to pay any and all rent and other amounts. In the event of default, Broker may enforce his rights under this Lease against each person individually, or against all the persons.

37. PETS - ANIMALS: Tenant shall not be allowed to have or bring, even temporarily, any animal (including mammals, reptiles, birds, fish, rodents, or insects) anywhere in the Premises at any time, except by prior written consent of Broker. If Broker agrees to permit Tenant an animal ("pet"), both Tenant and Broker must sign a separate pet agreement or addendum.

Tenant's bringing animals into or onto the Premises or the keeping or possession of any animal for any duration without Broker's written consent shall constitute a violation of this Lease.

It is a privilege to have a pet in a rental property. Tenant shall be responsible for any and all damage done by animals to the property.

Pet odor and pet stains SHALL NEVER BE CONSIDERED NORMAL WEAR AND TEAR. This type of damage shall always be the Tenant's responsibility and the cost to clean, repair or seal off such damage shall be charged back to the Tenant.

Pets (including mammals, reptiles, birds, fish, and insects) are allowed only if we have so authorized in writing. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for de-fleaing, deodorizing, and shampooing.

Unauthorized pets found on the property shall incur an immediate \$199 fee, per month, until it is confirmed that the pet has been removed. In any action brought by Broker to enforce this section, Tenant shall bear the burden of proof regarding any pet's status or removal.

Should written permission be granted for occupancy of the designated Pet(s), an additional security deposit ("Pet Security Deposit") in the amount of \$200 is required and paid by Tenant, in advance subject to deposit terms and conditions. Any violation of this provision, in addition to Broker's other remedies, grants Broker the right to charge and collect the sum of \$199.00 per month, retroactive to the date the Tenant's first occupied the Premises. This fee is due immediately upon discovery of unauthorized Pet.

37a. PET ADDENDUM - This Clause Only applies if there is a YES listed here: Yes ; If this field says NO, pets are not authorized on this lease agreement and will require a separate addendum to add a pet at a later time if the tenant chooses to add a pet to the lease.

Tenant agrees to pay an additional \$ \$30.00 (Pet Rent) per month, beginning at start of lease and each and every month thereafter that Tenant is obligated to pay total monthly rent in accordance with the terms of Tenant's lease.

1. The pet is a Male Dog (dog/cat, male/female), which is approximately 7 years of age, and weighs 20 pounds.
2. The said pet is generally described as follows, insofar as breed and physical characteristics are concerned: Miniature Beagle
3. The pet's name is: Jax
4. Said pet has been properly licensed and inoculated for rabies and other usual inoculations for the type of animal.
5. Permission to keep a pet is restricted to the particular animal pet described above and does not extend to any other animal whatsoever. Tenant agrees that Tenant must obtain Broker's approval for any additional or different pet(s) not specifically listed in this Addendum and pay Broker any applicable fee, charges, or pet rent associated with any additional or different pet(s). Tenant agrees that Broker may terminate Tenant's occupancy rights in the Premises upon three (3) days notice to quit if Tenant harbors any pet, including any visiting

pet, for any duration that is either not expressly approved in writing by Broker or that is not covered by a written Pet Addendum.

6. Tenant states that said pet will not disturb or pose threat or danger to any person and will not damage any portion of the Property. If in the sole and absolute judgment of the Broker if the pet disturbs or poses a threat to other persons, Tenant agrees upon ten (10) days written notice, to permanently remove said pet from the Premises. If after receiving notice pursuant to this paragraph Tenant fails to remove any pet, Broker may terminate Tenant's occupancy rights upon three (3) days notice to quit. In any action brought by Broker to enforce this Pet Addendum, Tenant shall bear the burden of proof regarding any pet's status or removal. Tenant further agrees that Tenant will promptly pay for any damage done to any of the Property by said pet, and further agrees to indemnify and hold Broker harmless from any claim, loss, expense, cost, or damage, including reasonable attorneys' fees by reason of the said pet being on the Property.

7. Tenant agrees to clean up after pet immediately. Tenant understands that there will be a \$50.00 charge for each incident that the Broker must clean up after said pet.

8. Prior to having any pet on the Premises or at the community, Tenant agrees to pay a \$ \$200.00 pet deposit and a \$ \$200.00 non-refundable fee in consideration of Broker allowing the pet. The pet deposit is refundable after termination of occupancy, less the cost of cleaning or repairs made necessary by the pet, or any other sums owed under the Lease. Neither the fee nor the deposit shall limit the Tenant's liability in the event repair or cleaning is required that exceeds the above amount. Tenant agrees to pay all damages and costs in excess of the pet deposit. In the event the pet deposit amount is not sufficient to cover these costs, Tenant will be responsible for payment of the additional damages and costs.

9. Additional conditions or restrictions (please specify):

38. COMPLIANCE INSPECTION: Tenant acknowledges that in the event an unauthorized Pet, the Broker may conduct monthly, unannounced inspections of the Premises to ensure go-forward compliance. Violation of this provision will allow Broker to commence eviction on the basis of nuisance.

39. SERVICE/COMPANION ANIMALS: Upon request, we will authorize a service/companion animal for the disabled. For any request for Reasonable Accommodation the Broker may request:

- A request for Reasonable Accommodation in writing, and
- A written statement from a qualified healthcare professional or 3rd party, verifying the need for the service/companion animal.
- Tenant must complete the Animal Profile at <https://www.petscreening.com/referral/yRwFue3QcGbX>

39. SMOKING: Smoking and vaping in the Premises is not allowed AT ANY TIME. Tenant shall be prohibited from smoking within the Premises. If Tenant smokes within the Premises, Tenant shall be responsible for all resulting costs and damages due to Tenant's smoking. Premises shall be described as any part of the home, including the patio, deck, or garage.

Tenant understands and agrees that any damage caused by or related to cigarette, pipe, cigar, or other smoking shall not constitute ordinary wear and tear. Tenant agrees that costs for painting and for removal of smoke odor are not normal wear and tear. Tenant shall at all times be solely responsible for due care and consideration to ensure that Tenant's smoking does not disturb, bother, or annoy other Tenants or neighbors.

A violation of this provision may subject Tenant to immediate eviction and or any other remedy available to Broker pursuant to this Lease.

40. MARIJUANA USE: The parties agree, that it shall be a breach of this Lease for Tenant to grow, cultivate or raise marijuana on or in the property or for Tenant to sell, dispense or become a dispenser of marijuana, regardless of whether Tenant has or is licensed to do so and regardless of whether Tenant has been granted the right to supply or provide marijuana to persons in need of the same, or for personal use of any sort.

The growing, cultivation, raising or dispensing of marijuana is a violation of this Lease and will subject Tenant to eviction and/or any other remedy available to Broker pursuant to this Lease.

It shall also be a breach of this Lease for Tenant to use or smoke marijuana on the property even if Tenant has a prescription for its medical use, if Tenant is legally registered for such use, or is of legal age to use recreational marijuana. Tenant shall be required to use or smoke marijuana off the Premises.

Storage of any marijuana, marijuana related products, or paraphernalia, is strictly prohibited on the Premises. A violation of this provision shall subject Tenant to immediate eviction and or any other remedy available to Broker pursuant to this Lease.

41. CARDS AND KEYS: Upon execution of this Agreement, Tenant shall receive the following:

2 Door Key(s) 0 Garage Transmitter(s) 0 Pool Gate Key(s)

0 Mailbox Key(s)	0 Gate Card(s)	None Other (s)
0 Laundry Room Key(s)	0 Gate Transmitter(s)	None Other (s)

42. CONVEYANCES AND USES: Tenant shall not assign, sublet or transfer Tenant's interest in the Lease, nor any part thereof, without prior written consent of Broker. Tenant shall use the Premises for residential purposes only and not for any commercial enterprise or for any purpose which is illegal. Tenant shall not commit waste, cause excessive noise, create a nuisance or disturb

43. UTILITIES: Tenants understand that utilities are their responsibility. Tenants agree to transfer the utilities into their name prior to (Move In Date). The following basic utilities will be the responsibility of the Tenant:

Electric: Utility in Tenants Name and Paid by Tenant

Gas: Utility in Tenants Name and Paid by Tenant

Water: Utility in Owners Name and Paid by Tenant

Sewer: Utility in Owners Name and Paid by Tenant

Garbage: Included in Rent

Recycling: Tenant

In cases of multi-family housing, Tenant will be responsible for an appropriate ratio of their share of the total utility bills. The charges for shared services or utilities will be split equally between the units (for example, each unit in a 4-plex will share a 25% portion of the total bills for unmetered common utilities, snow removal and/or trash service). This amount will be posted to your account by the end of each month and is due with the current month's rent.

Tenant agrees to pay any and all related deposits and transfer charges that are required by the utility companies servicing the property. Tenant shall transfer into Tenant's name or account, effective on or before the Lease Start Date, all utilities serving the Premises that are to be paid for by Tenant.

During the term of their lease, the Tenant shall not change out of Tenant's name or allow any such utility to be disconnected for any reason or by any means, including but not limited to non-payment of utility bills, until the Tenant moves out of the Premises, or the expiration of their lease, whichever is later.

In some water districts, the water bill will remain in the Homeowner's name and the bill will be sent to Broker for payment. Once received, the bill will be posted to the Tenant Portal and must be paid before the end of the month.

Tenant consents to any utility company notifying Broker of Tenant's failure to pay any utility, or of any pending disconnection. Tenant shall be liable for all utilities until the date Tenant vacates or until the date Tenant could have moved out without breaching this Lease, as determined by this Lease, whichever date is later. Utilities shall be used only for normal household purposes, not for business or any other purpose, and are not to be wasted.

There shall be a \$50 monthly administrative charge for processing utility bills and payments for those tenants who have failed to put the utilities in their name or have failed to make their utility payments on time. These utilities and charges shall be paid from payments made by the tenant, before rent is processed. (This fee shall not apply to those utility bills that MUST be charged through the Tenant Portal, i.e. water districts.)

If Tenant reimburses Broker for any utility charge, Tenant agrees to pay such sum on or before the FIRST day of each month. Any payments received from Tenant will applied to utility charges first.

Broker shall have the exclusive right to change or install utility lines, meters, sub-metering or load management systems, and similar electrical equipment serving the Premises. If any utilities are sub-metered for the Premises, Broker will attach a utility addendum to this Agreement, if required by law. Broker shall have the right, upon thirty (30) days notice to Tenant, to increase the monthly rent due by an amount reasonably related to any increase in the cost of water, electricity and/or natural gas, or any other utility that Broker has agreed to pay.

Tenant shall NEVER have the utilities shut off --EVER. Tenant shall place the utilities in Tenant's name effective the first day of the lease. Failure to place utilities in Tenant's name shall be a breach of this lease. Tenant agrees that a copy of this Lease, at the option of Broker, may be provided to any public or private utility company providing services to the property and Broker shall be entitled to receive notice of any delinquent billing or cut-off notice from said utility company without the consent or prior notice to the Tenant. If, for any reason, Tenant has the utilities turned off, Broker will charge a reconnect fee of \$50.00 per utility plus any utility company charge. Failure to pay utilities when due shall be a breach of this lease.

44. RESTRICTIONS: Tenant shall not keep or permit to be kept in, on, or about the Premises: waterbeds, boats, campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles at any time without written permission of Broker, and Tenant shall not conduct nor permit any work on vehicles on the Premises. **ALL** Tenant communication is to be directly with Broker, including service related questions, repairs, move-out and move-in inspections, etc. At **NO** time will Tenant communicate with Owner. Any breach of this will result in Broker's unilateral ability to terminate this Agreement and evict

45. MILITARY CLAUSE: In the event Tenant is or becomes a member of the Armed Forces on extended active duty and receives change of station orders to permanently depart the local area, then Tenant may terminate this Agreement by giving thirty (30) days written notice as provided herein and by the Act. Tenant agrees to furnish Broker a certified copy of official orders which warrant Termination of this Agreement. Permission for base housing does not constitute a permanent order. Other means of Termination, as provided under the Service Member's Civil Relief Act, will be allowed.

46. ALTERATIONS: Tenant shall make no alterations to the Premises without Broker's written consent. All alterations or improvements made to the Premises, shall, unless otherwise provided by written agreement between the Parties, shall become the property of Broker and shall remain upon the Premises and shall constitute a fixture permanently affixed to the Premises. In the event of any alterations, Tenant shall be responsible for restoring the Premises to its original condition, if requested by

With the exception of electric cooking devices, outdoor cooking with portable barbecuing equipment is prohibited within ten (10) feet of any overhang, balcony or opening, unless the Premises is a detached single family home. The storage and/or use of any barbecuing equipment are prohibited indoors, above the first floor and within five (5) feet of any exterior building wall. Adult supervision is required at all times the barbecue equipment is generating heat.

Tenant will be responsible for the costs for any holes or excessive dirt or smudges that will require repainting.

47. GOVERNING LAW: This agreement is executed and intended to be performed in the State of Colorado in the county where the Premises is located and the laws of the State of Colorado shall govern its interpretation and effect.

48. NOTICE TO VACATE: Tenant shall give Broker at least thirty (30) days prior written notice of Tenant's intent to vacate the Premises. Tenant's notice to vacate shall specify the date that Tenant will vacate ("Vacate Date") and such date shall not be less than thirty (30) days from the date Tenant gives notice and shall not be for a date prior to the end of the Lease term.

The 30-day period is considered a full calendar month, including those months that have either less than 30 days, or more than 30 days.

Regardless of when Tenant gives notice, Tenant agrees to pay Broker rent for the entire notice period regardless of whether Tenant occupies the Premises for the entire notice period. Broker agrees to prorate the rent owed by Tenant for any part of a notice period that constitutes a partial month for which another Tenant has paid Broker the rent.

Tenant's notice to Broker shall be effective if executed by any Tenant who executed this Lease, regardless of whether any or all other Tenants who executed this Lease sign the notice. Tenant's notice of intent to vacate shall only be effective on the date the notice is actually received by and receipted for by Broker. Tenant agrees to personally deliver any notice to vacate to Broker to guarantee the effective date of any notice.

If Tenant fails to give the required notice to vacate, Tenant agrees that the amounts agreed to be paid by Tenant in such event represent a fair amount to allocate the numerous risks and liabilities between Tenant and Broker. Tenant shall pay all amounts set forth in this paragraph, in addition to any other amounts owed by Tenant under the terms of this Agreement.

49. PREPARING FOR MOVE-OUT

Upon receiving your Notice to Vacate, we will schedule a Pre-Walk Inspection within the first few days so that we can tour the property and identify any issues for which you may be responsible, as well as those items for which we may need to get estimates (i.e. paint, carpet, major repairs). At this time, a sign and lockbox will be placed on the property for marketing purposes. Tenants shall cooperate with showings of the property for rent or sale. During this time, Tenants agree to keep the property in a clean and orderly manner.

We advise you to take care of any repairs or services that are your responsibility prior to vacating the property.

This Lease Agreement authorizes Broker to place on the property a key box containing a key to show the property during your Lease or at any time the Broker lists the property for sale.

50. FINAL DAY OF OCCUPANCY: Upon moving out, Tenant must thoroughly clean the Premises, including but not limited to: doors, windows, closets, bedrooms, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms, and otherwise fully comply with Broker's written move-out and cleaning policies, if any, which are incorporated by reference. Upon move-out, Tenant shall deliver to Broker all keys, access cards, devices, and/or remotes (collectively "keys") to the Premises, issued by Broker to Tenant, to avoid disputes regarding the date the Tenant vacated and surrendered the Premises.

If Tenant is in default, Broker may use the Security Deposit or any portion thereof to cure the default or to compensate Broker for all damages sustained by the Broker resulting from Tenant's default.

51. The Security Deposit will be returned to Tenant within sixty (60) calendar days after residence is vacated if:

- Lease term has expired or agreement has been terminated by both parties;
- All utilities are paid through the final day of the Tenant's occupancy;
- All monies due Broker by Tenant have been paid;
- Residence is not damaged and is left in its original condition, normal wear and tear excepted. Broker shall be the sole judge as to whether said premises are in good order and repair at the expiration of the term of this lease; and
- Tenant has had all carpeting professionally steam cleaned by an approved vendor (not shampooed) upon vacating the premises. (Steam cleaning shall be the last item done at the premises when the Tenant vacates).

Tenant may not apply the Security Deposit to any of the rent payment.

Within sixty (60) calendar days after Tenant has vacated the Premises and complied with the Agreement, Broker will give Tenant an itemized, written statement of the reasons for, and the dollar amount of, any of the Security Deposit retained by the Broker, along with a check for any Security Deposit balance due and owing to the Tenant.

If a balance is owed by the Tenant, Tenant agrees to pay the balance in full within ten (10) calendar days, or the account may be subject to collections or lawsuit.

52. MOVE OUT PROCEDURES: Prior to moving out, your Lease Agreement requires that you leave the property in a clean and undamaged condition. We have every intention of returning your security deposit as long as you have fulfilled your agreement with us.

Broker receives NO compensation from vendors and/or other deductions from your deposit. Funds withheld are for expenses incurred to return the Premises to the same condition as when you moved in. The following information is provided to help you get your security deposit returned without any misunderstandings:

Remember to CLEAN your rental property inside/outside to avoid any charges against your deposit because you will not be allowed to re-enter for additional cleaning or repairs once the keys have been surrendered to Broker. Our experience has been that after the work and stress of moving, tenants may be too tired to clean the house. We recommend considering a professional cleaning company. Call Broker for a recommendation of affordable cleaning companies. If you hire a professional cleaning service you should provide them a list of what we expect and oversee and inspect their work.

Upon vacating, the final requirement is to have the carpets professionally steam cleaned by a professional carpet cleaning company, with a TRUCK- MOUNTED unit. Please call Broker for our preferred vendor. All receipts must be provided to Broker as proof of service. If the house is not clean, with all property and debris removed, or the carpets have not been professionally steam cleaned after the inspection, applicable charges will be made with no exceptions.

You must provide the office with a complete Forwarding Address.

All keys, remotes and garage door openers must be turned in by NOON on your final Lease date or the hold-over charges will apply. If you purchased mailbox keys, or additional garage door openers, return those to Broker with your receipt and you may be reimbursed for the initial cost.

Upon leaving, please be sure to fully secure the property by locking all windows and doors.

By surrendering the keys to Broker, Tenant is certifying that all property and debris has been removed and all CLEANING has been complete. Broker will conduct the final move-out inspection ONLY after the keys have been surrendered.

It is always our intention to return your Security Deposit in full. However, should you choose to leave the property in need of cleaning or repair the cost of any repair or service needed will be deducted from your security deposit, along with a \$25 administrative processing fee per work order.

53. EARLY TERMINATION: Tenant shall be liable to the Property Owner for an early-termination fee, if for any reason prior to the end of the Lease Term, any extension, or renewal, Tenant vacates the Premises for any reason without fully performing all Lease covenants including Tenant's covenant to pay all rent due under the Lease (hereinafter "Lease Break Event") for any Lease Term, extension, or renewal. Upon the occurrence of a Lease Break Event, Tenant shall pay an Early Termination fee in an amount equal to two (2) months rent.

Should a Tenant choose to terminate their Lease prior to the Lease expiration deadline, the Tenant must:

Submit a written notice to vacate identifying the date the keys will be surrendered, and immediately pay the Early Termination fee.

Payment of the Early Termination fee, does not relieve the Tenant's responsibility of rent and/or utilities and charges, until a new Tenant moves in or the expiration of their Lease, whichever occurs first.

Tenant's agreement to pay the early termination fee, or Tenant's actual payment of the early termination fee shall not under any circumstances release Tenant from any liability to Broker under this Lease for any other charges or amounts due under the Lease, including but not limited

to, unpaid rent, future rent, utilities, cleaning charges, or any physical damage to the Premises, and Tenant shall at all times remain liable for said amounts or any other breaches of the Lease, and Broker shall retain all remedies for Tenant's breaches and other non-compliance with the Lease. Tenant shall not be released from liability on this Agreement for any reason whatsoever unless specifically released by Broker in writing.

54. RELEASE FROM LEASE CONTRACT: Unless you're entitled to terminate this Lease Contract, you won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-Tenants, loss of employment, bad health, or death.

REPLACEMENTS & SUBLETTING

Replacing a Tenant, subletting, or assignment is only allowed exclusively with written consent of Broker.

If we approve a replacement Tenant, at our option, the replacement Tenant must sign this Lease Contract, agree to accept the contract terms and property condition in its present condition and pay BROKER an administrative fee of \$250.

GIVE-BACKS & MOVE-IN SPECIALS

If you received a move-in special, free or reduced rent, or any type of Lease incentive, those are all conditioned on full performance of the Lease.

In the event Tenant breaches the Lease, moves or terminates early, is evicted or terminates the Lease for any reason prior to expiration of the full term of the Lease, Tenant shall be fully responsible for repayment of all the reductions or incentives that Tenant may have received.

55. RIGHT OF ACCESS - BY BROKER: Broker shall have the right of access to Premises for inspection and/or repair and/or maintenance, during business hours. Broker shall give next day notice for access to residence, whenever possible. Tenant may waive said notice. Tenant hereby acknowledges that Broker after normal working hours, weekends, and holidays will make no repairs or maintenance, other than those of an emergency nature.

In the case of emergency, Broker may enter the Premises at any time to protect life and/or to prevent damage to the Property. Should any non-emergency repair incur over-time charges, those charges shall be the responsibility of the Tenant(s).

56. RIGHT OF ACCESS - RENT OR SALE: During Tenant's occupancy, Broker shall have the right of access to Premises to show the Premises to prospective Tenants, at reasonable times, and to place "For Rent" or "For Sale" sign(s) and a lockbox in appropriate locations on said Premises.

Should the owner of the Premises elect to sell the Property during the term of this Lease -- tenant agrees to allow showings of the property to prospective purchasers. During the sale period, the home will be advertised for sale, a sign and lockbox will be placed on the property. Tenant(s) understand that any sale of the Property will include their current Lease -- the buyer of this Property will honor the terms and conditions of the Lease signed by the Tenants; no guarantees of lease extensions or renewals are made.

Rules of Access:

- Broker shall give "next day" notice for access to residence.
- Tenants will honor requests for access and will allow showings to be scheduled during the hours of 9 am - 7 pm.
- Tenant may waive said notice.
- Broker will show the Property without the Tenant being present. Tenant must vacate premises during showings.

57. DENYING ACCESS: You may withdraw the authorization to place a sign and lockbox on the Property by providing written notice and paying a fee equal to one (1) month's rent as consideration for not allowing access to the Property for marketing purposes. This fee is due and payable at the time that you withdraw your authorization for access to the Property.

If an appointment is scheduled and agents are denied access or are not able to access the property because of Tenant's failure to make the Property accessible, Tenant will be charged a trip charge of \$100.00 per occurrence.

Please cooperate with our agents. Once a new Tenant has been approved for this Property, the showings will cease.

Failure to allow reasonable showings during the final 2 calendar months of the Lease constitutes default of the Lease, unless the "fee to deny access" is paid in full.

58. ABANDONMENT: Tenant covenants to occupy the Premises and shall be in default if Tenant does not occupy the Premises on a regular, continuing, and consistent basis, unless otherwise agreed to by Broker in writing. Abandonment by the tenant can be shown in a number of ways including but not limited to the return of keys, the substantial removal of the Tenant's personal property, notice by the Tenant, or the extended absence of the Tenant while rent remains unpaid, any of which would cause a reasonable person to believe the Tenant had permanently surrendered possession of the dwelling unit.

If Tenant abandons the Premises or vacates the Premises for any reason and leaves personal property within the Premises, Tenant intentionally, specifically, and irrevocably waives all title and interest Tenant has to such property and grants to Broker full authority to immediately dispose of same without notice, court order, or accountability.

Tenant shall indemnify Broker, and Broker's employees and representatives, against any claim or cost for any damages or expense with regard to the removal, disposal or storage of any property, including attorneys fees and costs regardless of who makes a claim against Broker or any other indemnified in connection with Broker's removal of any property.

59. FORECLOSURE: In the event the Property is foreclosed, Broker shall not be responsible for any moving expenses or cost incurred by the Tenant for moving from the Property.

60. REMEDIES CUMULATIVE: All remedies under this Agreement or by law or equity shall be cumulative. If a suit for any breach of this Agreement establishes a breach by Tenant, Tenant shall pay to Broker all expenses incurred in connection therewith, as allowed by law.

61. CASUALTY, CONDEMNATION OR EMINENT DOMAIN: If the Premises or any part of the Premises is destroyed due to fire, explosion, or any other casualty, or if the Premises or any part of the Premises become unsafe, hazardous, or uninhabitable as determined by Broker in his sole and absolute discretion, Broker may at his option, upon written notice to Tenant, either immediately terminate this Lease or repair the Premises. Regardless of the extent of damage to the Premises or any portion of the Premises, Broker may also upon written notice immediately terminate this Lease, if in Broker's sole and absolute discretion, any repairs necessitated by any event would be either impractical or dangerous, if Tenant continued to occupy the Premises. If the damage or casualty event is due to Tenant's negligence or intentional conduct, the rent shall not abate or prorate, and Tenant shall be liable to Broker for any amounts due under this Lease, plus all damage caused by such negligent or intentional conduct. Broker has no obligation to provide suitable substitute accommodations, nor is Broker liable for any other expense, damage, or inconvenience suffered by Tenant. Tenant understands that this is the purpose of renter's insurance. For this reason, among others, Broker requires Tenant to obtain appropriate liability insurance to protect Tenant against such event.

62. RESIDENT LIABILITY INSURANCE: Tenant agrees to indemnify and hold harmless Broker and its Associates from any and all liability for actions/inactions of Tenant which cause damage or injury to the Premises, or any party or person, and expressly agrees that Broker shall not be liable for ANY damages or losses to person or property caused by any Tenant or any other person; or damages resulting from actions/inactions of Broker or its agents, broker, employees, directors, officers, affiliates, representatives and consultants ("Associates") unless such injury or damage is determined by a Court of law to have been caused 100% by the gross negligence and willful misconduct of Broker and Associates. DURING THE TERM OF THIS AGREEMENT, TENANT IS REQUIRED TO SECURE AND MAINTAIN A LIABILITY INSURANCE POLICY, IN AN AMOUNT OF NOT LESS THAN \$100,000.00 ("MINIMUM REQUIRED INSURANCE" or "MRI"), AND BROKER MUST BE NAMED AS AN ADDITIONAL INSURED AND INTERESTED PARTY ON THIS POLICY. Tenant agrees and acknowledges that the insurance mandated herein is not a renter's insurance policy and does not cover any of Tenant's personal belongings, additional living expenses, or liability arising out of bodily injury or property damage to any third party. If Tenant fails to provide Broker with evidence of MRI, the MRI required by this Agreement may be satisfied by Broker scheduling the Premises for coverage under the Resident Liability insurance policy ("RL"), at a cost to the Tenant of \$12.95 PER month. THIS FEE CANNOT BE PRORATED, SO IF IT IN EFFECT FOR AT LEAST ONE DAY PER MONTH, THE FULL MONTHLY AMOUNT IS DUE. A fee of \$50.00, plus \$4.95 a day shall be paid by Tenant for each day that Tenant occupies the Premises for which Broker is not named as an additional interested party on RL policy.

63. NON-WAIVER: No Waiver of any term, provision or condition of this Lease, or Broker's failure to insist upon strict compliance with the terms of this Lease in any one or more instances shall be a further or continuing waiver of any such term, provision or condition, or as a waiver of any other term, provision, condition or right under this Lease, or a waiver of Broker's right to act on any current or future violation by Tenant, or to make any current or future demand for payment of any amounts due under this Lease. Tenant's obligation to pay any rent, or any other amounts shall not be waived, released, or terminated by Broker's service of any notice, demand for possession, or institution of any forcible entry and detainer action which may result in a termination of Tenant's right of possession. During any period that Tenant has been served with, is under, or subject to a demand for compliance for breach of any non-monetary covenant, Tenant agrees to pay rent or any other amounts due, and Broker may accept any such payments and Broker's acceptance of the same shall not be a waiver of Broker's rights on any notice or demand for non-compliance for breach of a non-monetary covenant. When Broker's consent is required, Broker's consent in one or more instances shall not be deemed continuing consent or relieve Tenant of obtaining Broker's consent in the future.

64. NOTICES: Unless otherwise required by law, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing and mailed by certificate of mailing to the Broker's address and to the Tenant at the Premises (during the Term of the Agreement). After Tenant vacates the Premises, notice shall be mailed by certificate of mailing to the forwarding address provided by the Tenant.

65. Crime Free

A. Tenant, any member of the Tenant's household, any guest of Tenant, or any other person under Tenant's control or about the Premises with Tenant's knowledge or consent (collectively "persons") shall not engage or facilitate any criminal activity, including but not limited to, any violent criminal activity or any drug-related criminal activity (collectively "criminal activity" or "substantial violation" interchangeably). The Tenant or any other persons shall not permit the Premises to be used for or to facilitate criminal activity. Tenant agrees and acknowledges that Tenant has an affirmative duty to abstain from any criminal activity and to prevent criminal activity by any other persons, including but not limited to, immediately notifying a law enforcement officer at the first sign of Tenant's knowledge of the criminal activity which constitutes any substantial violation agreed to in this Lease or at law (collectively "substantial violation"), and cooperating with law enforcement with

respect to the substantial violation. For the purpose of this Lease, criminal activity also includes any activity or conduct by any person which a reasonable person would conclude has the potential for escalating into or becoming criminal activity. Tenant agrees 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, that Tenant's affirmative duty extends to making all persons aware of Tenant's obligations, covenants, and duties under this Lease, and that Tenant's duties extend to all conduct whether or not such conduct occurs in Tenant's unit. Tenant may not assert as a defense in any eviction action against Tenant based on violation of this Lease that Tenant did not know any person, occupant or guest was in violation of this Lease.

B. Not limiting the broadest possible meaning as defined in this Section or at law, violent criminal activity also includes, but is not limited to, any criminal activity that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another. Not limiting the broadest possible meaning as defined in this Lease or at law, drug-related criminal activity means the manufacture, sale, distribution, use or possession of a controlled substance, as defined by federal law, or defined by any other law, and also includes the manufacture, sale, distribution, use or possession of marijuana, marijuana concentrate, cocaine or any other illegal drug regardless of amount, and regardless of whether or not manufacture, sale, distribution, use, or possession of said drug is a misdemeanor or a felony. Tenant and Broker agree that any criminal activity as defined in this Lease or at law is an act which endangers the person and willfully and substantially endangers the property of Broker, co-tenants, persons living on or near the premises, and that such criminal activity constitutes a substantial violation under this Lease or at law.

C. One or more violations of this Crime Free Section of the Lease by Tenant constitutes a substantial violation of the Lease and material non-compliance with the Lease. Because Tenant and Broker agree that a violation of this Section constitutes a substantial violation, Tenant waives any and all legal rights of any kind whatsoever to claim or insist that Broker must first serve Tenant with a demand for compliance or possession in order to initiate an eviction action against Tenant for recovery of the Premises. Upon any violation of this Section by Tenant, Broker may terminate Tenant's right to occupancy without terminating the lease or Tenant's obligation to pay rent as set forth in the Lease at Broker's election. Broker's termination of Tenant's right to occupancy shall be effective with right of eviction upon three days notice to quit. Unless required by law, Broker shall not be required to serve any other notices upon Tenant in order to terminate Tenant's right of possession. Proof of the violation of this Addendum shall be by a preponderance of the evidence, unless otherwise provided by law.

66. ENTIRE AGREEMENT - WAIVER - MISTAKE - SEVERABILITY

This Lease contains the entire Lease between the Broker and Tenant and may not be modified in any manner except by an instrument in writing signed by both Tenant and Broker. Tenant acknowledges that neither Broker nor any of Broker's representatives have made any oral promises or representations not contained herein, and that Broker's agents have no authority to waive, amend, modify, or terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations, or Leases that impose any duties or obligations on Broker unless in writing. In filling out, processing, and completing this Lease some clerical, scrivener, human, computer and/or mathematical errors may occur. In the event of any such errors or mistake and regardless of who made the mistake, Tenant agrees to cooperate with Broker to execute or re-execute any document necessary to correct any such mistake or error upon demand by Broker. Invalidation of any one of the foregoing provisions, covenants, or promises by judgment or court order shall in no way affect any of the other provisions, covenants, or promises contained in this Agreement which will remain in full force and effect. No provision, covenant, or promise contained in this Agreement shall be deemed invalid or unenforceable because such provision, covenant, or promise does not provide for or grant Broker or Tenant equal or reciprocal rights.

67. ATTACHMENTS

The following attachments hereby become additional provisions to this Lease:

- Rental Application for each Tenant (over the age of 18)
- Tenant Handbook
- Move-In Checklist via Phone Application (app), MyWalkThru

68. ADDENDUMS

The following addendums hereby become additional provisions of this Lease and are hereby attached:

Addendum

Name	Description
	ADDENDUM - MOLD PREVENTION This is an Addendum to the Lease, by and between Broker/Manager/Landlord ("Landlord") and

Residents/Tenants (collectively hereinafter "Resident"), for the premises noted on Page 1 and 2 of this agreement.

It is the goal of Manager is to provide a quality living environment for its Residents. To help achieve this goal it is important we work together to minimize any mold growth in your Premises. That is why this Addendum contains important information for you, as well as responsibilities for both you and us.

ABOUT MOLD

Mold is found virtually everywhere in our environment - both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms, which reproduce by spores and have existed practically from the beginning of time. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. When excess moisture is present inside a Premises, mold can grow. There is conflicting scientific evidence as to what contributes a sufficient accumulation of mold that could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

Preventing Mold Begins With You

In order to minimize the potential for mold growth in your Premises, you must do the following:

- Keep your Premises clean particularly the kitchen, the bathroom(s), carpets and floors. Regularly vacuuming, mopping, and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold.
- Immediately throw away moldy food.
- Remove visible moisture accumulating on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines, especially if the leak is large enough for water to infiltrate nearby walls. When showering, be sure to keep the shower curtain inside the tub and fully close the shower doors.
- Resident shall not grow marijuana.

In Order to Avoid Mold Growth

It is important to prevent excess moisture buildup in your Premises. Failure to pay prompt attention to leaks and moisture that might accumulate on Premises surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, refrigerators, A/C drip pans or clogged A/C condensation lines; and
- Leaks from plumbing lines or fixtures, washing machine hose leaks, leaks into walls from bad or missing grouting / caulking around showers, tubs or sinks.

If Small Areas Of Mold Have Already Occurred On Non-Porous Surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the Federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on type household biocide, such as Lysol Disinfectant, Pine-Sol Disinfectant, Tilex Mildew Remover, or Clorox Cleanup. Please note, only a few of the common household cleaners will actually kill mold. Tilex and Clorox contain bleach, which can discolor or stain. Be sure to follow the instructions on the container. Do not clean or apply household biocides to (1) visible mold on porous surfaces, such as sheet rock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action.

Addendum - Mold Prevention

Resident Obligations Regarding Mold

Resident shall provide appropriate climate control within the Premises, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Resident agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Resident agrees to periodically inspect all sinks, bathtubs, toilets, shower enclosures, refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, air conditioners, and the connections, discharge lines and the areas surrounding each, to ascertain whether there are any water leaks or signs of water leaks. Resident agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Premises.

Resident also agrees to immediately report to the Landlord: (1) any evidence of a water leak or excessive

moisture in the Premises, as well as any storage room, garage, or other common area; (2) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation, or air conditioning system in the Premises; and (4) any inoperable doors and windows.

Landord's Obligations Regarding Mold

Upon written notification from Resident regarding signs of water leaks, water infiltration, or mold, or any failure or malfunction in the heating, ventilation, or air conditioning system in the Premises, Landlord shall, within a reasonable time frame, make necessary repairs to the Premises in accordance with state law and the Lease, provided such damage was not caused by the misuse or neglect of Resident, or any occupants or guests of Resident.

Remedies

A breach of this Mold Prevention Addendum by Resident shall be a material violation of the Lease, allowing Landlord to recover possession of the Premises, following Demand for Possession or Compliance in accordance with state law, and all other rights and remedies contained in the Lease.

In the event of a breach of this Mold Prevention Addendum by Landlord, Resident's sole and exclusive remedy shall be to immediately vacate the Premises and Resident's obligations to continue to pay rent shall terminate on the date Resident delivers possession of the Premises to Landlord. Landlord shall in no event be liable for consequential damages such as damages to Resident's personal property or claims of adverse health conditions associated with exposure to mold.

Warranties, Indemnifications, and Release

Resident hereby indemnifies and shall hold Landlord harmless from any and all claims or causes of action, arising (in whole or in part) from Resident's breach of the obligations contained in this Mold Prevention Addendum. Resident hereby releases Landlord from any and all claims of Resident or occupant for the presence of mold in the Premises, other than claims based on breach of this Mold Prevention Addendum by Landlord, and further releases Landlord from any and all claims of consequential damages such as damages to Resident's personal property, or claims of adverse health conditions associated with exposure to mold.

This form has not been approved by the Colorado Real Estate Commission. It was prepared by Property Management Inc. - PMI Elevation's legal counsel Tschetter Hamrick Sulzer, PC.

*By signing this lease agreement, you are agreeing to this addendum
ASBESTOS DISCLOSURE

In most dwellings that were built prior to 1981 and in some built after that, asbestos was commonly used as a construction material. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations. Asbestos is or may be present in the walls, ceilings, flooring materials and other building components in your unit and the common areas of this property.

The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos in building materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

As the Landlord for your Premises, we strive to provide you with a comfortable, safe and healthy environment. While we are aware of no conditions which would be harmful, we wish to caution you about disturbing any part of the building in which your Premises is located. Therefore, in keeping with the terms of your Lease Agreement, you should not install fixtures, hooks or other hanging objects from the ceiling, walls or floors of your Premises and should not drill, sand, grind, paint or break into any walls, floors or ceilings. Disturbing these types of materials may create various dusts and debris that could be inhaled with serious health consequences. If there is anything relating to your Premises, which you feel might require any modification or change in the walls, ceilings, or floors, please notify the Landlord so work may be performed by properly trained personnel. In addition, if you become aware of any disturbances of any building materials particularly ceiling leaks or wall damage, please notify us immediately so we can take proper measures.

Asbestos Addendum

Resident(s) have read and understand the Asbestos Disclosure information provided above. Resident(s) agree to

comply with the above instructions concerning my/our Premises. Specifically, Resident(s) agrees not to install fixtures, hooks or other hanging objects from the ceiling, and not to drill, sand, grind, paint or otherwise disturb or break into any walls, floors or ceilings. RESIDENT(S) AGREES THAT THIS EXACT DISCLOSURE CONTAINED IN THIS ADDENDUM WAS PROVIDED TO RESIDENT(S) PREVIOUSLY IN WRITING, AND RESIDENT(S) PREVIOUSLY ACKNOWLEDGED IN WRITING THAT RESIDENT(S) RECEIVED THE DISCLOSURE PRIOR TO RESIDENT(S) BEING OBLIGATED TO SIGN THE LEASE OR THIS ADDENDUM.

This form has not been approved by the Colorado Real Estate Commission. It was prepared by Property Management Inc. - PMI Elevation's legal counsel Tschetter Hamrick Sulzer, PC.

*By signing this Lease/Rental Agreement, you are also agreeing to and signing this addendum

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.(BDT20-5-09) (Mandatory 7-09)

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT AGENCY OR TRANSACTION-BROKERAGE.

BROKERAGE DISCLOSURE TO TENANT DEFINITIONS OF WORKING RELATIONSHIPS

For purposes of this document, landlord includes sub-landlord and tenant includes subtenant.

Landlord's Agent: A landlord's agent works solely on behalf of the landlord to promote the interests of the landlord with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the landlord. The landlord's agent must disclose to potential tenants all adverse material facts actually known by the landlord's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the landlord.

Tenant's Agent: A tenant's agent works solely on behalf of the tenant to promote the interests of the tenant with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the tenant. The tenant's agent must disclose to potential landlords all adverse material facts actually known by the tenant's agent, including the tenant's financial ability to perform the terms of the transaction and, if a residential property, whether the tenant intends to occupy the property. A separate written tenant agency agreement is required which sets forth the duties and obligations of the broker and the tenant.

Transaction-Broker: A transaction-broker assists the tenant or landlord or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a tenant's financial ability to perform the terms of a transaction and, if a residential property, whether the tenant intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

RELATIONSHIP BETWEEN BROKER AND TENANT

Broker and Tenant referenced below have NOT entered into a tenant agency agreement. The working relationship specified below is for a specific property described as:

The Property address noted on Page 1 of the Rental / Lease Agreement.

or real estate which substantially meets the following requirements:

A Residential Rental Property

Brokerage Disclosure to
Tenant

Tenant understands that Tenant shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified by Tenant.

CHECK ONE BOX ONLY:

Multiple-Person Firm: Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

One-Person Firm. If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

CHECK ONE BOX ONLY:

Customer: The Broker is the landlord's agent and the Tenant is a customer. Broker is not the agent of Tenant.

Broker, as landlord's agent, intends to perform the following list of tasks:

Show a Property

Prepare and Convey written offers, counteroffers and agreements to amend or extend the lease.

Customer for Broker's Listings - Transaction-Brokerage for Other Properties: When Broker is the Landlord's agent, Tenant is a customer. When Broker is not the Landlord's agent, Broker is a transaction-broker assisting in the transaction. Broker is not the agent of Tenant.

Transaction-Brokerage Only: Broker is a transaction-broker assisting in the transaction. Broker is not the agent of Tenant.

If Broker is acting as a transaction-broker, Tenant consents to Broker's disclosure of Tenant's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Tenant, or use such information to the detriment of Tenant.

THIS IS NOT A CONTRACT

If this is a residential transaction, the following provision shall apply:

MEGAN'S LAW. If the presence of a registered sex offender is a matter of concern to Tenant, Tenant understands that Tenant must contact local law enforcement officials regarding obtaining such information.

TENANT ACKNOWLEDGEMENT:
Tenant acknowledges receipt of this document

Brokerage Firm's Name: Property Management Inc.

ADDENDUM D- MOLD PREVENTION

Drug-Free / Crime Free Addendum

This is an Addendum to the Lease, by and between Manager/Landlord ("Landlord") and Residents (collectively hereinafter "Resident"), for the premises noted on Page 1 of this Lease/Rental Agreement

1. Resident, any member of the Resident's household, any guest of Resident, or any other person under Resident's control or about the Premises with Resident's knowledge or consent (collectively "persons") shall not engage or facilitate any criminal activity, including but not limited to, any violent criminal activity or any drug-related criminal activity (collectively "criminal activity" or "substantial violation" interchangeably). The Resident or any other persons shall not permit the Premises to be used for or to facilitate criminal activity. Resident agrees and acknowledges that Resident has an affirmative duty to abstain from any criminal activity and to prevent criminal activity by any other persons, including but not limited to, immediately notifying a law enforcement officer at the first sign of Resident's knowledge of the criminal activity which constitutes any substantial violation agreed to in this addendum or at law (collectively "substantial violation"), and cooperating with law enforcement with respect to the substantial violation. For the purpose of this addendum, criminal activity also includes any activity or conduct by any person which a reasonable person would conclude has the potential for escalating into or becoming criminal activity. Resident agrees that Resident's affirmative duty extends to being responsible for the conduct and actions of all persons regardless of any culpability or knowledge on Resident's part, that Resident's affirmative duty extends to making all persons aware of Resident's obligations, covenants, and duties under this Addendum, and that Resident's duties extend to all conduct whether or not such conduct occurs in Resident's unit. Resident may not assert as a defense in any eviction action against Resident based on violation of this Addendum that Resident did not know any person, occupant or guest was in violation of this Addendum.

2. Not limiting the broadest possible meaning as defined in this Addendum or at law, violent criminal activity also includes, but is not limited to, any criminal activity that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another. Not limiting the broadest possible meaning as defined in this Addendum or at law, drug-related criminal activity means the manufacture, sale, distribution, use or possession of a controlled substance, as defined by federal law, or defined by any other law, and also includes the manufacture, sale, distribution, use or possession of marijuana, marijuana concentrate, cocaine or any other illegal drug regardless of amount, and regardless of whether or not manufacture, sale, distribution, use, or possession of said drug is a misdemeanor or a felony. Resident and Landlord agree that any criminal activity as defined in this Addendum or at law is an act which endangers the person and willfully and substantially endangers the property of Landlord, co-tenants, persons living on or near the premises, and that such criminal activity constitutes a substantial violation under this Addendum or at law.

3. One or more violations of this Addendum by Resident constitutes a substantial violation of the Lease and material non-compliance with the Lease. Because Resident and Landlord agree that a violation of this Addendum constitutes a substantial violation, Resident waives any and all legal rights of any kind whatsoever to claim or insist that Landlord must first serve Resident with a demand for compliance or possession in order to initiate an eviction action against Resident for recovery of the Premises. Upon any violation of this Addendum by Resident, Landlord may terminate Resident's right to occupancy without terminating the lease or Resident's obligation to pay rent as set forth in the Lease at Landlord's election. Landlord's termination of Resident's right to occupancy shall be effective with right of eviction upon three days notice to quit. Unless required by law, Landlord shall not be required to serve any other notices upon Resident in order to terminate Resident's right of possession. Proof of the 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.

*By signing this Lease/Rental Agreement, you are also agreeing to and signing this lease addendum

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

LEAD BASED PAINT DISCLOSURE

- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

- (i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment

- (c) Lessee has received copies of all information listed above.
- (d) Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment

- (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

*Signing the Lease/Rental agreement is considered Signing this Addendum as well

Resident Benefits Package Lease Addendum

The PMI Elevation Resident Benefits Package (RBP) delivers savings and convenient, professional services that make taking care of your home second nature at a cost of \$35/month, payable with Rent.

Tenant and BROKER mutually agree that the Resident Benefits Package is defined as follows and variations of inclusions may exist due to property specifications. The total monthly cost of the Resident Benefits Package is all-inclusive, and no discounts will be given if any element(s) of the package are unavailable due to a lack of HVAC or other property-specific limitations.

HVAC Filter Delivery: A portion of Tenant's total amount due will be used to have HVAC filters delivered to their home approximately every 90 days, or as required by your HVAC system. Tenant shall properly install the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by BROKER upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify BROKER in writing. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and BROKER shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to BROKER for all damages to the property or HVAC system caused by Tenant's neglect or misuse. BROKER may charge a trip fee to perform the filter change, as required, at Tenant expense. Tenant acknowledges that if the property does not have an HVAC system, there will be no filter(s) provided and there is no discount to the overall Tenant cost of the package.

Utility Concierge Service: Tenant acknowledges that BROKER will make available a concierge service to Tenant to aid in utility, cable, internet, and other relevant service(s) activation. Tenant maintains the right to facilitate his/her own service activations. Tenant agrees to abide by all HOA and other lease restrictions and guidelines applicable to utilities, if applicable.

Resident Rewards: Tenant acknowledges that a Tenant rewards program is made available to them by BROKER. Rewards are to be accessed online and are activated at Tenant's sole discretion through use of a mobile application provided by the rewards provider. Rewards will provide Tenant with available rewards as a preferred customer of BROKER.

Credit Building: BROKER provides credit reporting to cast positive payment history through a third-party

service. BROKER is not responsible for any misrepresentation, erroneous reporting, and/or lack of reporting by the third-party service. Tenant understands that any disputes will be handled directly between Tenant and the third-party service.

\$1M Identity Protection: By executing this agreement, you are agreeing to Aura's IdentityGuard Terms of Service and Privacy Policy with respect to the identity theft protection service provided as part of the RBP, which can be found at www.identityguard.com.

Home Buying Assistance: BROKER is a Licensed Real Estate Agent and/or Broker and offers buyer representation services and referrals to Tenants enrolled in the Resident Benefits Package for the purchase of real property. Compensation and detail of such services shall be agreed upon in a separate Agreement outside of this Lease.

24-Hour Maintenance Coordination Service: BROKER shall allow access to Tenant to report maintenance concerns outside of normal business hours via the Property Meld system, or other such means as made available by BROKER.

Online Portal Access: BROKER agrees to provide Tenant online portal access for the purposes of reviewing pertinent documents, payment of Rent and other fee(s), and reporting maintenance concerns. BROKER reserves the right to restrict payment access to Tenant, at BROKER's sole discretion, should a pattern of delinquency arise and/or persist.

Multiple Payment Methods: All rental payments can be paid in a variety of ways using your Resident portal. Available options include ACH, debit, cash payments through the Rent Money program (as applicable). Restrictions of payment methods by the BROKER are permissible should a pattern of delinquency arise and/or persist. Any applicable fees are at the Tenant's expense.

Vetted Vendors: BROKER will ensure all third-party vendors are appropriately licensed, bonded, and insured.

By initialing below, you acknowledge and agree to the ALL addendum

Primary Tenant Initial:

Other Tenants:

69. BINDING EFFECT

This Lease shall be binding upon and inure to the benefit of Broker and Tenant and their respective successors and assigns. This Lease shall be construed under Colorado law. Section headings are inserted only for convenient reference and do not limit, define, or prescribe the scope of this Lease, or any attachment to this Lease. By executing below, each Tenant represents that he or she is of legal age and has the required capacity to enter into this binding Lease. Broker shall not be legally bound by this Lease, until Broker has delivered an executed copy to Tenant. However, Tenant's execution shall constitute an offer to lease the Premises pursuant to the terms of this Lease, which offer shall remain irrevocable for a period of seven (7) days after the date of execution by Tenant.

THIS LEASE CONSTITUTES A LEGALLY BINDING CONTRACT ENFORCEABLE BY LAW. EXECUTION BY THE PARTIES ACKNOWLEDGES FULL ACCEPTANCE OF ALL THE TERMS AND CONDITIONS CONTAINED HEREIN. THIS IS LEASE IS NOT APPROVED BY THE REAL ESTATE COMMISSION IT WAS REVISED BY PMI Elevation'S ATTORNEYS - TSCHETTER HAMRICK SULZER, PC.

70. ENTIRE AGREEMENT

This Agreement, the Tenant Handbook and any attached Addenda or Disclosures constitute the entire Agreement between the parties, and no oral statements, promises, or representations other than those contained herein and those implied by law have been made by Broker or Tenant.

The failure of the Tenant or their guests, or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

It is the intention of the parties herein that if any part of this rental agreement is invalid, for any reason, such invalidity shall not void the remainder of the rental agreement.

71. DATE OF LEASE EXECUTION

IN WITNESS WHEREOF, Broker and Tenant have executed this Lease as of **Feb-17-2022 | 8:21:33 AM PST**.
By initialing below, you acknowledge and agree to the terms.

Primary Tenant Initial:

Other Tenants:

72. GENERAL PROVISIONS

This section is to advise you of the important dates and deadlines with regard to non-payment of rent and/or utilities.

73. FINES

Fines are defined as those charges assessed due to a Tenant's breach of the terms of their lease. Fines are:

- \$250 - Tampering with, or disabling, a Smoke detector, per occurrence
- \$250 - Tampering with, or disabling, a Carbon Monoxide detector, per occurrence
- \$40 - 10-Day Notice of Demand for Payment of Rent or Compliance - Delivery and Service, per occurrence
- 2x Rent - Unauthorized Occupants living in or in control of a property, per month
- \$199 - Unauthorized Pets found to be in the property, per month, per pet - retroactive to the beginning of the lease.

74. FEES

Fees are defined as those charges assessed to the Tenant's, in compliance with their lease.

- APPLICATION FEE: \$40, per adult
- eCheck Payment Processing Fee (per individual payment): \$1.95
- PET RENT: \$30.00 [Varies, starting at \$30 and up, assessed monthly, for each pet in the household]
- MOVE-IN CHECKLIST: \$25, a fee is charged only when a tenant fails to submit the checklist to Broker.
- UTILITY FEE: \$50, a processing charge assessed to those Tenants who have failed to transfer a utility bill into their name or have failed to pay their utilities in a timely manner, per occurrence.
- LATE FEE: 10% of monthly rent, for any month that the rent is not paid in full by the 4th day of each month.
- NSF Fee: Actual Cost + \$20, a processing charge for any payment returned by the bank, per occurrence.
- HOA VIOLATIONS: \$Actual Charge, any charges incurred by the HOA for violations of the HOA CCR's shall be the Tenant's responsibility + \$25 per Occurance.
- INSPECTIONS: \$50, a fee assessed when a Tenant's failure to maintain the property, or landscaping, necessitates monthly or quarterly inspections, per incident.
- COMPLIANCE REVIEW CHARGE: \$49.97/Month - Upon violation of Agreement (unauthorized pet, etc.), Tenant shall pay a Compliance Review fee each time Broker visits the Premises.
- MONTH-TO-MONTH: \$250, for any month that a Tenant (who has not provided a written notice to vacate) yet remains in a property without a fully executed lease, or written extension approved by Broker.
- HOLD-OVER FEE: \$100, per day, shall be assessed to those tenants who fail to vacate a property at the termination of their lease, or the date provided on their Notice to Vacate as their final day of occupancy. This fee will cease upon delivery of the keys to the office

of Broker.

- MISSED SCHEDULED APPOINTMENTS: \$50, per occurrence or vendor charge
- LEASE CHANGE FEE: \$250, a processing charge to remove a tenant, or add a new tenant, to an existing lease.
- LEASE RENEWAL FEE ("LRF") = Due upon the execution of renewal of Lease. If renewal lease is executed by both Tenant and Broker 60 days or more before expiration of Lease the LRF is \$99; less than 60 days but greater than 30 days the LRF is \$150; and, less than 30 days the LRF is \$200.
- LAWN CARE: \$250, a fee charged to a Tenant who fails to maintain the exterior landscaping in a manner consistent with the neighborhood curb appeal, per incident. Tenant will receive one (1) notice to remedy this violation within 72 hours.
- MAINTENANCE CO-PAY: \$55, a fee assessed for all maintenance work orders resulting from the Tenant's misuse of the premises.
- AFTER HOURS ASSET PRESERVATION FEE: Tenant charged \$100/hour for after-hours emergency assistance for damages caused by Tenant. If site visit is necessary, a \$150 fee, plus the hourly rate shall be charged.
- PET WASTE FEE: \$250, plus actual costs for each incident that the Broker must clean-up after any pet.
- 3RD PARTY DOCUMENT FEE: Tenant charged cost, plus \$49.95 for each information disclosure requested by Tenant (i.e. payment history needed for loan, etc.).
- UTILITY RE-CONNECT: \$50, a fee charged when the Tenant has the utilities turned off or disconnected, per utility, in addition to any actual charges of the utility company.
- ABANDONMENT: fees charged when a Tenant fails to deliver the keys, remotes or openers, upon vacating. The Tenant shall be charged:
 - FILTERS, & BATTERIES: \$25.00 each for not changing upon vacating.
 - -- House Keys: \$100
 - -- Resident Benefit Program: \$35.00 /month, Filter sent every two monthly during the heating season for properties without A/C and sent once a Quarter for properties with A/C, filters to be installed by Tenant AND MUCH MORE. See Addendums.
 - -- Rekey Fee = Cost of Contractor, plus \$49.95 to rekey Premises.
 - -- Mail Box Keys: Cost, plus \$49.95, due to actions of Tenant.
 - -- Garage Door Openers: \$100 each
 - -- Fan Remotes: \$100 each
 - -- Pool Card: \$100 each
 - -- HOA Gate Remotes: \$100 each
 - -- HOA Parking Passes: \$250 each
- MOVE-OUT WORK ORDERS: \$25 per work order, should a property require Broker to take action due to a Tenants failure to leave the property in a clean, ready to rent condition - an administrative charge will be added to each work order.
- NO SHOWING FEE: 1x Monthly Rent, assessed to those Tenants who have chosen to Deny Access to potential Tenants, during the final 60 days of their lease.
- EARLY TERMINATION FEE: 2x Monthly Rent, a fee assessed to any Tenant choosing to "Break Their Lease" prior to the expiration of their lease.
- COLLECTION COSTS: Tenant agrees that any fees incurred by Broker to collect any outstanding balance shall be the responsibility of the Tenant. All collection costs shall be added to the amount due to Broker by the Tenants.

75. PAYMENT OF FINES & FEES: Once charged, the fine and/or fee, will be considered to be earned in its entirety and will not prorated, withdrawn or refunded. Once charged, the fines and/or fees are due and payable immediately.

76. APPLICATION OF FUNDS: Broker shall make the determination of how any monies paid on a Tenant's account shall be applied.

Tenant acknowledges that any portion of money applied to the Tenant's past due balance will reduce the amount attributed to rent. New fees and fines will then apply to any outstanding balance on the Tenant's account.

77. BREACH OF LEASE: Should any fine and/or fee not be paid when due, Tenant agrees their failure to pay their balance, in full, is a substantial violation of the Lease and grounds for termination of tenancy and eviction from the Property.

78. WAIVER OF JURY TRIAL: To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute, common law, and/or related to this Lease Contract shall be to a judge and not a jury.

79. FORCE MAJEURE: We shall be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

80. MODIFIED CONTRACT ITEMS:

The items, notes, clauses, revisions noted below take precedent over any of the clauses noted above:

Special Addendums:

81. ACCEPTANCE OF LEASE

This is a legally binding document. By typing or signing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept Lease agreement and addenda. You will receive a contract for your records.

Primary Tenant Signature:

Name:

Date:

Other Tenants:

Unit Address

Broker or Associate Broker's Signature:

Name:

Date: