



RESIDENTIAL LEASE AGREEMENT

1. PARTIES & OCCUPANTS

This Rental Agreement (hereinafter "Lease" or "Agreement") dated _____ is between you, the undersigned Tenant(s) ("Tenant")

Primary Tenant Full Name:

Other Tenants Full Name(s):

Minor Persons or Occupants:

and us, PMI Elevation, the Property Management Company, acting as the Agent for the Owner of the property: hereinafter referred to as ("Broker" or "Landlord") with a mailing address at 13709 Omega Circle, Lone Tree, CO 80124

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.

If this information changes in the future, Landlord or its authorized agent or Broker will notify Tenant by email within one business day and, if applicable, will post the identity of the new landlord or authorized agent in the leasing office.

2. **RELIANCE ON AND RELEASE OF RENTAL INFORMATION.** Tenant's application may or may not be attached as an addendum. Regardless of whether attached; Tenant acknowledges that Broker is entering into this Lease in reliance on the information contained in Tenant's Rental Application and any and all other information provided to Broker by Tenant. If at any time it is determined that such information is false or materially misleading, then Broker shall have the option to terminate this Lease upon three (3) days' notice to quit or if Tenant fails to cure the violation after receiving a 10-day Demand for Compliance or Possession. Tenant shall promptly notify Broker in writing of any subsequent change in the information provided by Tenant on Tenant's Rental Application or portable screening report. Broker may provide information on Tenant or Tenant's rental history to or for law enforcement, governmental, or business purposes, and report paid and unpaid amounts to credit agencies.
3. **SUMMARY:** The initial rents, charges, fees and deposits ("Balance Due") are as follows:

Any balance due prior to occupancy is to be paid in CERTIFIED FUNDS. All of the Initial Rent, charges, fees and deposits are due at time 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.

If this Agreement starts on a date other than the FIRST day of any month, the rent and options fees for the partial month shall be computed based upon a daily rate, which shall be calculated by dividing the total monthly rent and options fees by the number of days in the applicable month and shall be due upon execution of the Lease. If this Lease commences after the 20th day of the month, payment of the rent and options fees for the partial month together with rent and options fees for the next full month will be required upon execution of the Lease.

Notwithstanding any preliminary calculations to the contrary, the rent due upon execution of the Lease shall be:

\$ _____

If at any time any prorated amounts are due under this Lease, any such prorated amounts will be calculated in accordance with this section.

Neither the Resident Benefit Package Fees or Resident Liability Insurance Fees can be prorated and are due in full they are in effect for at least one day during the month during the term of this lease or any lease extension.

4. **PREMISES, TERM, AND DESCRIPTION:** Broker hereby leases to Tenant and Tenant hereby leases from Broker the premises known as (“the Premises” or “Property”):

Address:

City:

State of Colorado

Zip:

County:

The term of this Agreement begins on _____ (the “Lease Start Date”), and ends on _____ (the “Expiration Date”). Except for any month-to-month periods, 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.

5. **RENT.** In addition to any other sums due under this Lease, Tenant agrees to pay Broker monthly rent of _____ commencing on the Lease Start Date.

Tenant shall pay monthly rent in advance without demand or notice. Rent is due on or before the 1st day of the month. Rent is late if not paid by 11:59 p.m. on the day it is due. Tenant shall make all payments due to Broker at 13709 Omega Circle, Lone Tree, CO, 80124 or at such other place or in such other manner as Broker designates in writing. The preferred payment method is an Electronic Payment on the Tenant Portal provided by Broker. Upon written notice and regardless of Tenant’s default, Broker may require Tenant to pay Broker all sums in certified funds, or in one monthly check or payment rather than in multiple checks or payments. Broker shall apply all monies received from Tenant in the following order: (1) rent, (2) other charges and fees due from Tenant, 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 deduct by Tenant, for any reason whatsoever, including but not limited to, any alleged breach by Broker or Broker’s Agents.

Other Monthly Fees Due on or Before the First of each Month to be paid with Rent include:

Pet Rent: _____

Resident Liability Insurance: \$12.95 (Tenant has opt out option in Clause 27)

Resident Benefit Package: \$35.00

eCheck Payment Processing Fee: \$3.95 or other fee charged by Payment Processing Company

Other Fee:

Total Monthly Rent Due EACH Month:

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

Auto ePay -- Tenants have the option of scheduling their payments through the Tenant Portal provided by PMI Elevation.

Electronic One-Time Payment - Tenants may make their payments through the Tenant Portal provided by PMI Elevation

Personal Check, Cashier's Check or Money Order -- Tenants can drop off or mail in a check or money order made payable to PMI Elevation.

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.

At Broker's Sole Discretion, Broker may notify Tenant that they will no longer accept a certain type of payment or payment method from Tenant. This notice may be texted, or emailed, or communicated to Tenant from Broker.

6. **SECURITY DEPOSIT.** Tenant agrees to deposit with the Broker \$ _____ (not to exceed the equivalent of two months' rent) 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 the Broker maintains the Deposit in an interest-bearing bank account, Tenant consents to Broker retaining the interest, except as required by law. 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. Broker shall have the right to apply such portion(s) of the Deposit reasonably necessary to remedy any default(s) by Tenant in the payment of rent, late fees or any other sum, or to repair any damage to the Premises or to Broker's property caused by Tenant and Tenant shall replenish the portion(s) of the Deposit applied towards Tenant's default(s) upon written notice from Broker. 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 contracts to pay reasonable cleaning charges if Tenant fails to make the Premises as clean as when 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. Unless affected by statute, if Tenant fails to leave the Premises infestation free or otherwise causes any infestation, Tenant contracts to pay reasonable extermination charges to restore the Premises to infestation free status. 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. Prior to vacating, Tenant shall provide in writing to Broker and the U.S. Postal Service each Tenant's individual forwarding or last known address. If more than one person signed this Lease, Broker may issue one check for the Security Deposit refund payable jointly to all Tenants, and mail such check to any last known address of any Tenant.

7. **MOVE-IN/MOVE-OUT** 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 and Broker's Move-In Checklist. **Tenant specifically acknowledges that no condition exists in the Premises that materially interferes with Tenant's life, health or safety.** Tenant acknowledges that Broker has provided Tenant with applicable, if any, Homeowners Association ("HOA") policies, declarations, or bylaws on the Tenant Portal. Tenant's failure to review any applicable HOA policies, bylaws, declarations or covenants shall not relieve Tenant from complying with the same. Immediately upon occupying, Tenant will inspect the Premises and report any defects or problems on the by completing the Move-In Checklist through a phone application called zInspector, which will be provided to the Tenant by the Broker at Tenant Move-In. The Move-In Checklist must be completed, electronically signed within 5 Day of the start of the lease 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 with the Premises on the Move-In Checklist within 72 hours of move-in is and shall be a binding admission by Tenant that the items described in the Move-In Checklist are acceptable and in good condition. Subject to the information on the Move-In Checklist, Tenant accepts the Premises in "as-is" condition, without representation or warranty of any kind, whether express or implied, unless prohibited by law. Broker is not responsible for any violation of the implied covenant of quiet enjoyment that is committed by a third party acting beyond the reasonable control of the Broker. 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. Tenant must replace all detector batteries and replace all burnt out light bulbs to match existing or remaining light bulbs. 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 Tenant vacated and surrendered the Premises. Tenant shall not have vacated and surrendered possession of the Premises to Broker until and unless Tenant has either turned in all Keys to the Premises and Broker has acknowledged receipt of Tenant's Keys, or Tenant has abandoned the Premises in Broker's reasonable judgment. If Tenant fails to turn in Keys, Tenant agrees that Broker will determine in Broker's reasonable judgment the date Tenant vacated and surrendered the Premises for purposes of determining damages in accordance with this Lease and the law. Unless reported on Tenant's Move In Checklist, the Property and Premises are deemed free of pests. Tenants noting items as damaged on the Move-In Checklist phone application are also acknowledging that action is NOT a request for repair or maintenance and a request for repair or maintenance must be submitted through the software program provided by the Broker called "Property Meld." Broker may change the maintenance software as they see fit and notify Tenant of the software change.

8. UTILITIES. The Following Utilities will be paid by the Party indicated below:

Water:

Sewer:

Gas:

Electric:

Trash:

Recycling:

Solar:

Notes about Utilities at this Property incorporated into the Lease:

Tenant agrees to pay any and all other utilities, including related deposits and transfer charges that Broker has not specifically agreed to pay. Tenant shall transfer into Tenant's name or account, effective on the Lease Start Date, all utilities serving the Premises that are to be paid for by Tenant. For any utility bill or account in Tenant's name, 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. 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. If Tenant agrees to pay any utility, Broker reserves the right to pay any such utility and bill Tenant, including a reasonable billing or an administrative charge for such billing. If Tenant reimburses Broker for any utility charge, Tenant agrees to pay such sum on or before the FIRST day of each month, or any date set forth in any bill from Broker to Tenant. 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 payment 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.

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.

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.

9. **LATE, RETURNED CHECK, EVICTION AND OTHER FEES AND CHARGES.** If Broker has not received the monthly rent and any other sums due (except for late fees) from Tenant for any given month within seven (7) calendar days of it being late, Tenant shall pay a late fee of fifty dollars (\$50) or five-percent (5%) of the monthly rent due, whichever is greater (e.g., if rent is due on the 1st day of the month, rent must be received on or before the 8th day of the month or a late fee will be charged on the 9th day of the month). The imposition of late charges if rent and any other sums due are not paid by Tenant in any given month shall not be construed as a grace period or a waiver of Broker's right to demand rent on its due date, but an incentive for Tenant to pay on time. If Tenant pays late, Tenant agrees to pay the rent due plus all applicable late fees incurred through the date of payment regardless of whether Broker made a written demand for the rent. Dishonored checks are any checks that are dishonored or not paid upon presentment a single time for any reason, or any electronic payments not paid or credited for any reason. Tenant agrees to pay Broker twenty dollars (\$20.00) for each dishonored check in addition to any applicable late fees and actual damages incurred by Broker. Upon demand, Tenant must immediately replace any dishonored check with certified funds. Tenant agrees to pay all Sheriff's fees resulting from Tenant's eviction from the Premises. Unless specifically stated in this Lease, any charges, fees, or amounts (collectively "amounts") other than rent due under this Lease are due and payable on the same day as rent. Broker may change when amounts other than rent are due by providing Tenant written notice that such amounts are payable on a different date.

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 \$35 Rent Demand Delivery charge will be charged to the Tenant.

10. **STATUTORY RIGHT TO CURE.** Pursuant to Colorado law, Tenant has the right to pay all amounts due prior to a court entering a judgment for possession if Tenant is being evicted for non-payment of rent. If Tenant exercises Tenant's statutory right to pay, Broker only has to accept Tenant's payment if Tenant fully pays all amounts due according to eviction notice, as well as any rent that remains due under this Agreement. If Tenant exercises Tenant's right to pay, Tenant agrees to **pay in certified funds.**
11. **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. If Tenant gives any notice to vacate, the 30-day notice period commences on the day after Tenant gives notice, and Tenant shall vacate on or before the last day of the notice period. 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 Tenant has already 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 vacates without giving notice as required in this paragraph, Tenant shall be liable for and agrees to pay Broker for Broker's actual costs and losses less any amounts of rent previously or actually paid by Tenant covering the 30-day notice period. Costs and losses include, but are not limited to, advertising, showing the Premises to prospective tenants, utilities for showing, checking prospects, office overhead, marketing costs, locator-service fees, future or past-due rent, repayment of concessions or discounts, charges for cleaning, repairing, repainting, or unreturned keys, or other sums due. 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.

12. **EARLY MOVE OUT – RELETTING EXPENSES:** Tenant shall be liable to Broker 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. Tenant shall pay and otherwise be liable to Broker for Broker's or Landlord's actual costs and losses upon the occurrence of a Lease Break Event regardless of the circumstances which Tenant vacates, including but not limited to voluntary surrender, at the request of Broker as the result of Tenant's default under the Lease, as the result of an eviction or forcible detainer proceeding, or otherwise. Tenant agrees to reimburse Broker for these losses and costs whether or not Broker's re-letting attempts succeed in addition to 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.
13. **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 re-take possession of the Premises, with or without 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 Premises. Tenant shall be liable for the cost of all the alterations and repairs, which are reasonably necessary to re-rent the Premises, and the reletting expenses set forth in paragraph 12. 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 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 attorneys' fees and costs. If Tenant defaults, Broker agrees to exercise customary diligence to re-let the Premises to minimize damages.

- 14. DEFAULTS AND 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, except for late fees, abandons or vacates the Premises without fully performing all Lease covenants, or if Tenant shall make any misrepresentation. Tenant shall also be in default if any occupant, family member, children, guest, invitee, or any other person about the Premises or Broker'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.
- 15. ATTORNEY'S FEES– COLLECTION RELATED COSTS - JURY WAIVER.** Broker and Tenant agree that any action or proceeding in which Broker is seeking possession of the Premises from Tenant, a trial shall be heard by a court sitting without a jury. In any disputed court action where the court resolves the dispute and determines the prevailing party, the court shall also award to the prevailing party its reasonable attorneys' fees and costs and the non-prevailing party shall be liable to the prevailing party for payment of any court awarded attorneys' fees and costs. If the Broker has filed an eviction due to Tenant's Lease breach, including breaching for non-payment of rent, regardless of the outcome or disposition by the Court, Tenant agrees upon request that the Court shall make a determination who the prevailing party was in any eviction and whether any attorneys' fees and court costs sought by any party are reasonable. If for any reason the Court does not make such determination in any eviction lawsuit between the parties, Tenant and Broker agree that a court in any subsequent action between Tenant and Broker shall make that determination.

Cap on Attorney's Fees. The attorneys' fees and costs awarded to the prevailing party shall not exceed \$2,500.00. 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. Tenant agrees to pay eighteen percent (18%) interest compounded annually on all unpaid rent, amounts, or damages owed by Tenant, except for late fees, from that date of Broker's final accounting until such time Tenant pays all outstanding amounts.

- 16. 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. To the extent applicable, C.R.S., § 38-12-510 governs whether Tenant has abandoned. Tenant also abandons or surrenders the Premises ten (10) days after the death of a sole Tenant. If Tenant abandons the Premises or vacates the Premises for any reason and leaves personal property within the Premises, including any parking spaces, garages, or storage units, Tenant intentionally, specifically, and irrevocably waives all title and interest Tenant has to such property and to the fullest extent permitted by law, grants to Broker full authority to immediately dispose of same without notice, court order, accountability or liability. 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.

- 17. HOLDING OVER.** Broker may terminate Tenant's tenancy at the end of any term, extension, renewal, or month-to-month tenancy, upon thirty (30) days written notice to Tenant prior to the end of the term, extension, or renewal being terminated. If with the 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. 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. If Tenant holds over and goes month to month, Tenant will be liable for and agrees to pay a month-to-month fee in the amount \$1,000.00 per Month. The month-to-month fee is not rent or additional rent but consideration paid by Tenant to Broker for the privilege of being allowed to occupy the Premises on a short-term basis without having to commit to a longer term, and Tenant having the flexibility to terminate the Agreement on notice required by this Agreement. If and when Broker agrees to a new Lease term, Tenant will no longer be liable for paying the month-to-month fee. If either Tenant or Broker gives notice to vacate, Tenant shall vacate on or before the date 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 two (2) times the daily rent calculated by using the monthly rent from the preceding month.

It is the intent of both parties that this Lease is for a set period of months and the Lease Agreement does NOT automatically renew. The Broker and Tenant must complete a new lease agreement for the tenant to continue to rent the Property.

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.

It is at the Broker's sole discretion to decide if they will require the tenants to complete a virtual property evaluation through the Broker's inspection phone application before Broker offers a lease renewal. If Broker determines that the Tenant is not caring for the property (interior & exterior), Broker reserves the right to decline to offer the Tenant(s) an opportunity to renew or extend their Lease.

Renewal Lease Agreements will emailed to Tenant for electronic signatures. Tenant should be aware that future rent increases should be anticipated. Rental increases will be determined by the current market conditions and at the Broker's discretion.

- 18. 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 on 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 ten (10) days' notice of rent or possession, and imposition of late fees.

- 19. 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, including times, manner and amount of communications, or injure Broker's reputation by making bad faith allegations against Broker to others. 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. Tenant or any Other Person shall not register the address of the Premises or any part of the Community on any list of registered sex offenders or similar list or compilation. Tenant's failure to disclose any criminal act, including but not limited to past and unresolved criminal acts, or registering the address of the Premises or any Part of the Community on any list of registered sex offenders or similar list or compilation is a breach of this Section and this Agreement.

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.

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.

- 20. NUISANCE.** If the Broker receives any written nuisance complaint, cease and desist order, tickets, citations, letters, or similar demand (collectively “Nuisance”) from any HOA or governmental entity 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 HOA or 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 attorneys’ fees and costs incurred by Broker, levied or assessed against the property or Broker because of Tenant.
- 21. 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 and paragraphs 22 and 23. Broker shall be responsible for all interior non-routine maintenance, repairs, and replacements, and for repairs and maintenance required by law. 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 ensure 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.

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 at 720-744-0790 and being redirected to the Emergency Hotline. Emergency maintenance requests involve active water leaks, no heat (less than 32 degrees Fahrenheit), sewer back-ups. This hotline is subject to change.

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. The Tenant will agree to submit as many photos and/or videos of maintenance issues as requested by Broker to assist the Broker in identifying the root cause of the maintenance issue. The expectation of the Tenant is they will willingly assist the Broker in troubleshooting maintenance. If the Broker determines that Tenant is not assisting, Broker may close the work order without completing the repair.

SUBMITTING ROUTINE MAINTENANCE REQUESTS: Routine work orders for maintenance must be submitted through the maintenance software portal called “Property Meld”. The Tenant Portal is accessed at any time from the website at PMIElevation.com under Maintenance Requests.

Work orders (often called “Melds”) submitted through the Tenant Portal, once approved, will be assigned to a PMI Elevation Preferred Vendor.

Working with Vendors (Third-Party Contractors): Broker “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 if the Tenant approves. Tenants do not have the right to deny access to the Premises to any approved, preferred vendor scheduled to perform any requested maintenance.

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 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 property with reasonable promptness after receipt of written notice from Tenant, but should never expect same-day or next day services to be the norm.

Broker shall be responsible for most exterior building repairs and maintenance to Property (except landscaping noted in Section 23)

Broker will be responsible for any recurring maintenance matters:

- * HVAC inspections and service (except filter changes)
- * Heating systems
- * Central air conditioning systems (if present)
- * Winterization of seasonal systems:
- * Sprinkler systems
- * Swamp Coolers

- 22. 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 Premises 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. Toilets and sinks are to be used only for the purpose for which they are intended. As of the date of this Agreement, Broker warrants that the dwelling’s sewage drains are in good working order and that they will accept the normal household waste for which they were designed. The sewage drains will not accept things such as diapers, sanitary napkins, tampons, children’s toys, wads of toilet paper, wipes, balls of hair, grease, oil, table scraps, coffee grounds, cat litter, dental floss, clothing, rags, sand, dirt, rocks, or newspapers. Tenant agrees to pay for clearing the drains of any and all stoppages of toilets, sinks and garbage disposals or repairs, except those which the plumber who is called to clear the stoppage

will attest in writing were caused by defective plumbing, tree roots, or acts of God. Please use a drain filter to save unnecessary time and money with repairs. 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, change, 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.

It is in the Tenant's best interest to understand that replacing bulbs, batteries and other minor issues under \$150 are well within the Tenant's ability, without submitting a maintenance work order. Tenant shall be responsible for any MINOR repairs necessary to the Premises up to and including the cost of \$150.00. 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. At Tenant's expense, Tenant shall be responsible to have carpets professionally steam cleaned.

Tenant agrees to pay for all repairs, replacements and maintenance required 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 after one-month after the start of the lease.

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

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.

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.

Outdoor cooking with portable barbecuing equipment is prohibited within ten (10) feet of any overhang, balcony or opening. The storage and/or use of any barbecuing equipment or propane tanks 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. There is no such thing as spot painting. All painting must be corner to corner and completed in a professional manner with Broker's approval.

23. **LANDSCAPING.** Tenant agrees to water, 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. Tenant shall

keep sidewalks and driveways free of snow and ice, and comply with all laws regarding the same, within twenty-four (24) hours of snowfall. 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. Broker will perform maintenance and repair of sprinkler systems. 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.

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.

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.

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 and it is the Property Owner's sole discretion if the system will be repaired or replaced).

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 by a vendor hired by Broker, at the Owner's expense.)

To be clear, the Tenant IS responsible for the care of maintenance of the landscaping contributing to the property's curb appeal – even if there is or is not a functioning sprinkler system.

- 24. REPAIRS AND 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. **Tenant 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 authorizes Tenant to make a repair, all repairs or maintenance that are Tenant's responsibility shall be done or performed in a competent and workmanlike manner, whether such repairs or maintenance are performed by Tenant or other person selected by Tenant. Tenant shall save and hold harmless the Broker from any liability arising from Tenant's repairs or maintenance, including but not limited to injury to person or property caused by any act or omission of Tenant, Tenant's family, invitees, guests, occupants or their respective servants, assignees and trespassers. Broker shall have the right to make any repair or perform any maintenance that is Tenant's responsibility, if Tenant fails to make any repair or perform any maintenance required under the terms of this Agreement within ten (10) days demand by Broker. 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.

- 25. REPAIR NOTIFICATION.** In any circumstance or situation which involves immediate, imminent, or substantial risk of harm or damage to property or person, their health or safety, Tenant shall notify Broker immediately of any such circumstances, situation, malfunction, or necessity for repair. Tenant shall provide such written notification and shall send all electronic, statutorily required notices to Broker in Property Meld [PMI Elevation Maintenance Portal that will be provided to each Tenant] (if no email address is provided Tenant shall send such notices to the email address most frequently used by Tenant to communicate with Broker). 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 within the meaning of paragraph 33. 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 effect the repair or perform the maintenance, and to avoid damage to the property or the Premises, all without any liability to Tenant whatsoever.
- 26. MECHANIC'S LIENS.** 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, reasonable attorneys' fees and costs of court.
- 27. LIABILITY – RENTER'S INSURANCE.** 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.

BECAUSE TENANT IS NOT COVERED BY BROKER'S INSURANCE AND BECAUSE OF THE RISK ASSUMED BY TENANT UNDER THIS LEASE AND SECTION, BROKER REQUIRES TENANT TO SECURE ADEQUATE RENTER'S INSURANCE AND LIABILITY INSURANCE TO INSURE AND PROTECT TENANT AGAINST RISK OF LOSSES.

To the greatest extent permitted by law, Landlord shall not be liable to Tenant, even for negligent acts or omissions of Landlord or Landlord'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. Tenant waives any insurance subrogation

rights or claims against Landlord or Landlord's agents, and their insurers. No employee, Landlord, Broker, or management company is personally liable for any of Landlord's contractual, statutory, or other obligations merely by virtue of acting on behalf of Landlord. All provisions regarding Landlord's non or no-liability and no-duty apply to Broker's employees, Brokers, and management companies. If Tenant is required to secure renter's insurance and fails to obtain and maintain adequate renter's insurance at all times that Tenant is occupying the Premises, Tenant's failure shall constitute a material breach of this Lease. To avoid such a breach, Tenant agrees that Broker may, but is not required to, purchase at Tenant's expense, a policy of standard coverage that meets such insurance requirements. Tenant also agrees that the cost of any insurance purchased by Broker for Tenant, including a \$50 insurance administrative set up fee, shall be charged to Tenant.

RESIDENT LIABILITY INSURANCE (RLI PROGRAM): 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 AND BROKER MUST BE NAMED AS AN ADDITIONALLY INTERESTED PARTY ON THIS POLICY ("MINIMUM REQUIRED INSURANCE" or "MRI"),.

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 ("RLI"), at a cost to the Tenant of \$12.95 per month. THIS FEE CANNOT BE PRORATED, SO IF IT IS IN EFFECT FOR AT LEAST ONE DAY PER MONTH, THE FULL MONTHLY AMOUNT IS DUE. A \$50 insurance administrative set up fee shall be paid by Tenant before that Tenant occupies the Premises for which Broker is not named as an additional interested party on a insurance policy procured by Tenant.

Tenant agrees and acknowledges that the insurance scheduled by the Broker 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.

Tenant may easily waive the \$12.95 monthly RLI fee by sending Broker a copy of a compliant policy at any time during the lease.

- 28. BROKER'S ACCESS.** 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, for any statutorily required purpose, 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. 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 that Broker shall have the right to show the Premises to prospective tenants at reasonable times for a period of thirty (30) 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 30-day period of the notice to vacate. During this 30-day period, Broker may install a key box at the Premises for the purpose of showing prospective tenants 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 twenty-four hours prior notice of intention to enter the Premises for the purpose of showing the Premises to prospective tenants.

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.

- 29. 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. Tenant is prohibited from subletting or renting, or listing or advertising for subleasing or rental, all or any portion of the Premises to a third party, whether for an overnight use or longtime duration, including overnight stays arranged on Airbnb.com or similar forums.

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.

- 30. JOINT and 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.

- 31. 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 addendum. Tenant's bringing 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. In any action brought by Broker to enforce this paragraph, Tenant shall bear the burden of proof regarding any pet's status or removal.

SERVICE / COMPANION / EMOTIONAL SUPPORT ANIMALS: Upon request, BROKER may authorize a service/companion/emotional support animal for the disabled. For any request for Reasonable Accommodation to Brokcker, Tenant must complete the Animal Profile at <https://pmielevation.petscreening.com>. A request for Reasonable Accommodation is in writing, and includes a written statement from a qualified healthcare professional or 3rd party, verifying the need for the service/companion animal.

If you or any guest or occupant violates the 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 defleaing, deodorizing, and carpet cleaning.

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 in the amount of \$200 per Animal 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 an unauthorized animal fee of \$200 per month, retroactive to the date the Tenant's first occupied the Premises. This fee is due immediately upon discovery of unauthorized Pet.

COMPLIANCE INSPECTION: Tenant acknowledges that in the event an unauthorized Pet has been found at the Property, Broker may conduct monthly inspections of the Premises to ensure go-forward compliance.

- 32. SMOKING.** Smoking in the Premises is not allowed unless this paragraph is signed by Broker below. If not signed, 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. 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. For example, 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.

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.

- 33. CASUALTY, CONDEMNATION, OR EMINENT DOMAIN.** If the Premises or any part of the Premises is destroyed or damaged due to fire, explosion, by any other casualty, or for any other reason, or if the Premises or any part of the Premises become unsafe, hazardous, or uninhabitable as determined by Broker in its sole and absolute discretion, Broker may at its 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. Except as required by law, 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, Broker recommends for Tenant to obtain alternative living accommodation renter's insurance coverage. If the whole or any part of the Premises is taken by governmental authority under eminent domain for any public or quasi-public use or purpose, then the Lease Term will terminate on the date when possession of the part so taken is required for such use or purpose. All damages awarded for such taking will belong to and are the property of Broker.

- 34. VEHICLES AND PARKING.** Notwithstanding anything to the contrary, Tenant agrees that Broker shall have the exclusive right and power to regulate and control any aspect of motor vehicles (includes cars, trucks, motorcycles, RVs, trailers, etc.) and parking at the Premises at any time. Broker's right and power includes but is not limited to the right but not the obligation to assign or designate parking spaces. Motor vehicles include but are not limited to cars, trucks, motorcycles,

RVs, trailers, etc. No recreational or commercial vehicles, trailers, boats, or campers shall be stored or parked on the Premises or the Property at any time without prior written consent of Broker. Changing oil or performing mechanical repairs is prohibited. Any vehicle that in Broker's reasonable determination is: unsightly, unsafe, unauthorized, prohibited, unlicensed, abandoned, improperly parked, illegally parked, wrongfully parked in a reserved or designated space or handicap space without proper authorization, parked in fire lanes, impedes traffic, leaks, is inoperable, belongs to any Tenant or occupant that has surrendered or abandoned possession of the Premises, etc. is not permitted and may be booted or towed at the vehicle owner's or Tenant's expense in accordance with state towing laws, including towing may occur without notice in applicable circumstances. Motorcycles are to be parked only in driveway or on the street and are not permitted on the sidewalks, in landscaped areas, or in any building at any time. Tenant agrees that Tenant's use of any parking facility, area, or space is at Tenant's sole and exclusive risk. Broker may relocate any vehicle as necessary to complete repairs on the Property. To the fullest extent permitted by law, if Broker tows any vehicle, Tenant shall be liable for and pay Broker or any other person all costs and expenses incurred or associated with any towing, and Tenant agrees to hold Broker harmless and indemnify Broker if any towing of any vehicle of Tenant, occupant, or guest is required.

- 35. 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.
- 36. FAIR HOUSING.** Broker is dedicated to honoring federal, state and local fair housing laws. Broker will not discriminate against Tenant because of their race, color, religion, national origin, familial status, disability, sex, sexual orientation, gender identity, immigration/citizenship status, or military/veteran status. C.R.S. § 24-34-502(1) prohibits source of income discrimination and requires a non-exempt Broker to accept any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person, including income derived from any lawful profession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program. Accommodations and modifications will be permitted and made in accordance with, and as required under, such fair housing laws. Prior to the making of any modifications, Tenant and Broker may be required to enter into a modification agreement to govern the approval and implementation of any modifications, as well as restoration obligations, if any. Broker requests that Tenant make all requests for reasonable accommodations and modifications in writing.

37. RESTRICTIONS: ALL Tenant communication is to be directly with PMI ELEVATION, including service related questions, repairs, move-out and move-in inspections, etc. At NO time will Tenant communicate with the Property Owner. Any breach of this will result in Broker's unilateral ability to terminate this Agreement and evict.

38. MOVE-OUT PROCEDURES: 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 expectations 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 plus Broker markup.

You must provide the office with a complete Forwarding Address before vacating.

All keys, remotes and garage door openers must be turned in on your final Lease date or the hold-over charges will apply until they are received.

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. Any items left after Tenant surrendered keys will be disposed.

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.

39. 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.

40. PROPERTY SALE: In the event that the Landlord decides to sell the leased property, the Landlord shall have the right to terminate this Lease Agreement by providing the Tenant with a written notice of termination at least sixty (60) days in advance. The termination notice shall specify the effective date of termination, which shall be a date no less than sixty (60) days from the

date of the notice.

Tenant's Obligations: Upon receiving the termination notice, the Tenant shall be responsible for vacating the property and returning it to the Landlord in the same condition as it was at the commencement of the Lease Agreement, subject to normal wear and tear. The Tenant shall continue to pay rent as per the terms of this Lease Agreement for the duration of the notice period, even if the property is vacated prior to the effective termination date.

Landlord's Obligations: The Landlord shall make reasonable efforts to minimize any disruptions to the Tenant during the sale process, including allowing reasonable access to the property for viewing by prospective buyers and inspections. The Landlord shall provide the Tenant with any necessary documentation and information related to the sale of the property upon request.

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 understands 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.

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 \$250.00 per occurrence. Please cooperate with real estate agents. Failure to allow reasonable showings constitutes default of the Lease.

41. **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.
42. **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.

43. ADDENDUMS.

The following attached documents hereby become additional provisions to this Lease, if applicable

- A. Rental Application (Already Completed by Tenant)
- B. Move-In Inspection Checklist in zInspector
 - One Report Completed by Broker right before Tenant Move-in
 - One Report Completed by Tenant with 5 days after Lease Start Date
- C. Drug-Free / Crime-Free Addendum
- D. Mold Prevention Addendum
- E. Lead-Based Paint Disclosure (if built before 1978)
- F. Asbestos Disclosure
- G. Pet Addendum
- H. Radon Disclosure
- I. Resident Benefits Package
- J. Fines Addendum
- K. Other Addendums Added Below

44. 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.

45. ADDITIONAL PROVISIONS

DISCLOSURE OF BROKERAGE RELATIONSHIP, RADON DISCLOSURE, LEAD-BASED PAINT, AND ASBESTOS DISCLOSURES

Brokerage Relationship Disclosures Applicable: YES

_____ (“Broker” or “Agent” or “Landlord”) and Tenant(s) referenced below have NOT entered into any Real Estate Brokerage Agency Agreement or Relationship. The working relationship between Broker and Tenant(s) specified below is for a specific property described as CUSTOMER

Tenant understands and acknowledges that Broker is the agent for the property owner (Landlord), and Broker represents only the Landlord’s interests in this transaction. The Owner (Landlord) of the property has granted to Broker the authority to manage and administer the Premises and Property and to enter into, administer and enforce provisions of this application and any subsequent Lease that may result from the approval of this application, and Broker is not considered an agent for the Tenant/Applicant at any time for any reason. As a prospective Tenant, you are a customer in this transaction. 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. If you desire representation, Broker recommends that you obtain either your own Broker or legal advice from an attorney.

Different brokerage relationships are available that include seller agency, landlord agency, buyer agency, Tenant agency or transaction-brokerage. The Colorado Real Estate Commission has a form setting forth the definitions of these working brokerage relationships (Form DD25). Upon request, Broker will provide the working definitions of the various brokerage relationships to you.

Radon Disclosure: Prior to signing a lease for the Premises, the Landlord is legally required to provide all Prospective Tenants (Applicants) with a Radon Disclosure and the Radon and Real Estate Transactions brochure provided by the Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division. Prospective Tenant acknowledges that Landlord or Landlord’s Agent will not process this application until such time that Prospective Tenant acknowledges in writing that Prospective Tenant has received such disclosure and brochure.

Lead Paint Disclosures Applicable:

Prior to signing a lease for the Premises, the Landlord is legally required to provide all Prospective Tenants (Applicants) with DISCLOSURES OF INFORMATION ON LEAD-BASED and/or LEAD-BASED PAINT HAZARDS. Prospective Tenant acknowledges that Landlord or Landlord’s Agent will not process this application until such time that Prospective Tenant acknowledges in writing that Prospective Tenant has received such disclosures.

Asbestos Disclosures Applicable:

Additionally, while not legally required, Landlord has voluntarily disclosed that the Premises may contain asbestos. Prospective Tenant acknowledges that Landlord or Landlord’s Agent will not process this application until such time that Prospective Tenant acknowledges in writing that Prospective Tenant has received such asbestos disclosures.

DRUG-FREE / CRIME-FREE ADDENDUM

1. 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 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. 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 Addendum, 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 Addendum that Tenant 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. Tenant and Broker 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 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 Addendum 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 Addendum 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. 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 Broker and the Tenant.

MOLD PREVENTION ADDENDUM

It is the goal of PMI ELEVATION (“Broker”) to provide a quality living environment for its Tenants. 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.
- Tenant 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.

Tenant Obligations Regarding Mold

Tenant 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. Tenant 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. Tenant 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. Tenant agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Premises.

Tenant also agrees to immediately report to the Broker: (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.

Tenant must send any electronic, statutorily required notices to Broker through the PMI Elevation maintenance request portal software called "Property Meld" for receiving Warranty of Habitability notices (if no email address is provided Tenant shall send such notices to the email address most frequently used by Tenant to communicate with Broker).

Broker's Obligations Regarding Mold

Upon written notification from Tenant 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, Broker shall 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 Tenant, or any occupants or guests of Tenant.

Remedies

A breach of this Mold Prevention Addendum by Tenant shall be a material violation of the Lease, allowing Broker to recover possession of the Premises, 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 Broker, Tenant's remedies are limited to the remedies set forth in C.R.S. § 38-12-501, et seq. Broker shall in no event be liable for consequential damages such as damages to Tenant's personal property or claims of adverse health conditions associated with exposure to mold.

Warranties, Indemnifications, and Release

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

ASBESTOS ADDENDUM

ASBESTOS - DISCLOSURES - WARNING

- 1. Disclosure of Asbestos.** In the past, asbestos was a commonly used insulation material in heating facilities and in certain types of floors, walls, and ceiling materials, shingles, plaster products, cement and other building materials. Asbestos was used because of its fire resistance and insulation properties. Specifically, in most dwellings that were built prior to 1981 and in some built after that up to approximately 1988, asbestos was commonly used as a construction material. Depending on the age of the Premises, asbestos may be present in various parts of your apartment as asbestos construction 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 apartment and the common areas of this property.
- 2. Asbestos Warning.** 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 tenants 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.

Asbestos is a naturally occurring, fibrous mineral that can only be identified under a microscope. Asbestos is found in the ground and is mined all over the world. In the past, asbestos was added to different products as insulation and for fire resistance. Asbestos is only harmful when its fibers become airborne and are inhaled or ingested. The lightness of the asbestos fibers allows them to stay airborne for long periods of time and to travel a far distance. Once inside the body, the asbestos hooks into the lining of the lungs or other parts of the respiratory tract and remains there forever. Despite these dangers, asbestos is still found in more than 3,000 products today.

3. Acknowledgement of Asbestos Hazard. By executing this Addendum, Tenant acknowledges that Tenant is aware that asbestos materials are hazardous to one's health, specifically and particularly if asbestos fibers are released into the air and inhaled. Tenant further acknowledges that Owner has warned Tenant that the Premises or Community may contain asbestos.

4. Tenant's Agreement to Not Disturb Asbestos Areas. While Owner is not aware of any conditions which would be harmful, Owner strongly cautions Tenant not to disturb any part of the building in which Tenant's apartment is located. In particular, but not limited to, structures having "popcorn" or "cottage cheese" type ceilings because these areas may contain asbestos fibers or asbestos-containing material. Such ceilings should not be disturbed since it could release asbestos fibers in the air. Any disturbance of ceilings, walls, or floors should be done only by licensed abatement contractors. Accordingly, Tenant shall not install fixtures, hooks or other hanging objects from the ceiling, walls or floors of your apartment and shall not drill, sand, grind, paint or break into any walls, floors or ceilings. Further Tenant shall not make, cause, or allow any improvements, alterations, modifications, construction or repairs to areas of the Premises potentially containing asbestos, including floors, walls, and ceilings. Disturbing any of these areas or materials may create various dusts and debris that could be inhaled with serious health consequences. If there is anything relating to Tenant's apartment, which might require any

modification, repair, or change in the walls, ceilings, or floors, Tenant agrees to notify Owner's onsite agents so work may be performed by properly trained personnel. In addition, if Tenant becomes aware of any damage or disturbances of any building materials, including particularly ceiling leaks or floor, wall, or ceiling damage, Tenant agrees to notify Owner immediately so Owner can take proper measures. Tenant shall be responsible for and pay Owner all damages caused by Tenant's violation of this Addendum, including but not limited to all asbestos abatement costs.

5. Asbestos Non-Disturbance Rules. In addition to Tenant's other obligations under this Addendum, to prevent the disturbance and potential release of asbestos fibers, Tenant shall abide by the following rules at all times. Tenant may hang pictures and wall ornaments by driving hangers into walls, but shall not make any hole greater than one-quarter inch in diameter without the express written approval of the Owner. Tenant shall not drill holes for any purpose such as the installation of drapery rods or other fixtures. If requested by Tenant in writing, Owner shall arrange for such installations if approved in Owner's absolute discretion. Tenant shall immediately notify Owner of any holes of one quarter inch or larger in walls or ceilings. Tenant shall immediately notify Owner of any damaged vinyl flooring materials, or wall or ceiling materials that is crumbling, peeling, or is in any other way damaged. Upon notifications, Owner shall arrange for appropriate repairs if, in Owner's sole discretion, such repairs are necessary. Tenant shall never cause or make Tenant's own repairs.

6. Relocation of Tenant. If Owner determines in Owner's sole and reasonable judgment that a threat of asbestos exposure exists in the Premises (hereinafter an "asbestos event"), Tenant shall, within twenty-four (24) hours of receiving written notification from Owner, relocate to alternative housing. Tenant shall not return to the Premises until Owner has been able to complete repairs, if necessary, and any threat of asbestos exposure has been removed or abated. In cases of extreme emergency or danger, Tenant agrees to and shall evacuate the Premises immediately upon verbal or written notice from Owner or any governmental authority. By way of example but not limitation, significant exposure of asbestos due to fire or flood requires Tenant to evacuate and relocate immediately. Tenant shall not return to the Premises if the Lease is terminated in accordance with its terms or law.

7. Failure to Relocate or Remove Personal Property. Tenant agrees that potential exposure to asbestos represents a health, safety and welfare concern for Tenant, and Tenant's occupants, guests or invitees. Accordingly, if Tenant fails or refuses to temporarily relocate to alternative housing in the applicable time period determined by the asbestos event, Owner shall be immediately entitled to terminate Tenant's right of occupancy by serving Tenant with a notice to quit and surrender possession of the Premises. Regardless of Tenant's whereabouts or location, Owner may serve this notice to quit by posting such notice on the Premises. Owner shall have the right to legally enforce such notice by immediately filing such notice with an applicable court to obtain a court order for possession of the Premises. Alternatively, or simultaneously, upon order, directive, or authority from any governmental authority, Owner may immediately secure the Premises through whatever means necessary, including but not limited to, changing locks on the Premises. Upon lock-out or eviction, Tenant shall not be entitled to enter the Premises until such time as Owner has been able to complete repairs in accordance with applicable legal standards, or upon court order, or with the authority of any applicable governmental authority. If any of Tenant's personal property is damaged or contaminated by an asbestos event as determined by law, Tenant shall within fourteen (14) days cause such personal property to be removed from the Premises, but shall only be allowed to remove such personal property in compliance with the law. If Tenant fails to remove Tenant's personal property from the Premises in compliance with the law within thirty days, Tenant hereby

consents to Owner removing such property from the Premises in a manner determined by Owner, in Owner's sole discretion, and in compliance with the law. Tenant hereby agrees to indemnify and hold harmless Owner and its agents against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to, reasonable attorney's fees and court costs, as a result of Tenant's failure for any reason to relocate, Owner securing of the Premises, Tenant's failure to remove Tenant's personal property in accordance with the law, or Tenant's re-entry into the Premises in violation of this Addendum, court order, or governmental order.

8. Non-Liability, Waiver, and Indemnification. Owner, its agents, officers, employees, and affiliates shall have no liability to Tenant for the existence of asbestos within the Premises. Nor shall there be liability for any effects relating to the existence of asbestos. Tenant agrees to defend, indemnify and hold harmless Owner against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to, reasonable attorney's fees and court costs, that may be made against Owner (its officers, directors, employees, agents, managers, and affiliates) as a result of or arising out of the release of asbestos by actions or negligence of Tenant or Tenant's occupants, guests or invitees, or actions beyond the Owner's reasonable control. Tenant further agrees that Owner shall not be liable for any damages caused to Tenant or any property within the Premises as a result of the presence of asbestos. Tenant shall indemnify Owner from any liability relating to asbestos resulting from damages to any person or property within Tenant's Premises regardless of the source of the asbestos. This section shall survive the termination of the Lease and/or any extensions or renewals.

9. **Miscellaneous.** In the event of any conflict between the provisions of the Lease and this Addendum, the provisions of this Addendum shall control. This Addendum shall remain in effect and apply, as long as Tenant occupies the Premises, and shall apply to any renewal of the Lease even if a subsequent Addendum is not executed upon any renewal.

THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS DRAFTED BY TSCHETTER SULZER, PC.

Resident Benefits Package Addendum

Resident Benefits Package (RBP): The Resident Benefits Package (RBP) delivers savings and convenient, professional services that make taking care of the Property 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.

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.

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 and insured

2023 LEGISLATIVE CHANGE ADDENDUM

This is an Addendum to the Lease (the "Lease")

In the event the terms of this Addendum and the Lease conflict, this Addendum shall control:

1. Fair Housing. Landlord is dedicated to honoring federal, state and local fair housing laws. Landlord will not discriminate against Tenant because of their race, color, religion, national origin, familial status, disability, sex, sexual orientation, gender identity, immigration/citizenship status, or military/veteran status. C.R.S. § 24-34-502(1) prohibits source of income discrimination and requires a non-exempt landlord to accept any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person, including income derived from any lawful profession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program.

Section 2. Null and Void Provisions. Any addendum to or reference to the following in the Lease are null and void:

- A. Tenant's waiver of a right to a jury trial in any action between the Landlord, except Tenant's waiver of right to a jury trial in an eviction case where the court is determining the right to possession shall remain valid;
- B. Tenant waiving Tenant's rights to pursue, bring, join, litigate, or support any kind of joint, class, or collective claim or action arising from or relating to the term of the tenancy;
- C. A waiver of the implied covenant of good faith and fair dealing;
- D. A waiver of the covenant of quiet enjoyment, except that the Lease documents may provide that Landlord is not responsible for any violation of the implied covenant of quiet enjoyment that is committed by a third party acting beyond the reasonable control of the Landlord;
- E. Any fee, damages, or penalty for Tenant's failure to provide notice of non-renewal of the Lease prior to the end date of the Lease, except Landlord may charge Tenant for actual losses Landlord incurs as a result of the Tenant's failure to provide any required non-renewal notice; and
- F. If Landlord is operating under any local, state, or federal voucher or subsidy program, any provision that allows Landlord to commence or pursue an eviction of Tenant based solely on the non-payment of utilities.
- G. If Tenant agrees to pay Landlord's attorney's fees and court costs if Tenant is exercising their statutory right to pay in response to an eviction notice and a court has not determined that the Landlord is the prevailing party and that Landlord's fees and costs are reasonable.

Section 2A - 2F shall not apply if the leased premises are part of a duplex, triplex or accessory dwelling unit ("ADU"), and the Landlord resides in one of the units as Landlord's primary residence or Landlord's primary residence is on the same lot as the premises.

3. Other Fees and Charges. Any fee or amount in the Lease, except the base/minimum monthly rent, shall no longer be referred to or considered as "rent". Such amounts and fees include any fees for utilities or services; however, Landlord may consider utilities as rent for the purpose of calculating housing costs that are eligible for reimbursement or payment under any local, state or federal voucher or subsidy program. (This Section 3 shall not apply if the leased premises are part of a duplex, triplex or ADU, and the Landlord resides in one of the units as Landlord's primary residence or Landlord's primary residence is on the same lot as the premises.

4. Fee Markup. If the Lease requires Tenant to pay a fee markup or a fee for a service for which Landlord is billed by a third party, the fee markup and/or fee will neither exceed two-percent (2%)

of the amount that Landlord was billed by the third party or an amount that exceeds ten dollars (\$10) per month. This Section 4 shall not apply if the leased premises are part of a duplex, triplex or ADU, and the Landlord resides in one of the units as Landlord's primary residence or Landlord's primary residence is on the same lot as the premises.

5. Allocation of Rent Payments. Landlord shall apply all monies received from Tenant in the following order: (1)rent, (2) other charges and fees due from Tenant.

6. Attorney's Fees. If the Lease contains an attorney's fees provision, the attorney's fees provision shall be amended as follows: "In any disputed court action where the court resolves the dispute and determines the prevailing party, the court shall also award to the prevailing party its attorneys' fees and costs and the non-prevailing party shall be liable to the prevailing party for payment of any court awarded attorneys' fees and costs that the court determines are reasonable.

7. Cap on Attorney's Fees. If the Lease contains an attorney's fees provision, the attorney's fees provision shall be amended as follows: "In any disputed court action where the court resolves the dispute and determines the prevailing party, the court shall also award to the prevailing party its attorneys' fees and costs and the non-prevailing party shall be liable to the prevailing party for payment of any court awarded attorneys' fees and costs that the court determines are reasonable, not to exceed \$2,500.00."