

LEASE AGREEMENT— 2995 Colorado Avenue, Boulder, CO 80303, Unit 203

Parties and Premises: This is a legally binding Lease Contract (“Lease”), created 1/15/21, between “You”,

Billy Smith	bsmith@colorado.edu	303-557-7465
<input checked="" type="checkbox"/> Rhonda Jones	rhonda654@gmail.com	781-897-2455
<input checked="" type="checkbox"/> Michael Thompson	chalmste@yahoo.com	720-557-7536
<input type="checkbox"/> N/A	N/A	N/A

and “Me”, 2995 Colorado Avenue LLC (“Owner”), dba Le Boulder Buddha Apartments. My contact info: Phone/Texts: 720-202-1730; Email: Buddha.Leasing@gmail.com; Address: 1630 30th Street #A303, Boulder, CO 80301; Website: www.BoulderBuddha.com. Anyone executing this Lease for Owner, and/or otherwise working on Owner’s behalf in the operation of the property, shall be considered an Agent of Owner. The verbiage herein “you, your, Resident”, shall refer to all tenant(s) named herein, in both the singular and plural, and “I, me” shall refer to Owner and Agent, both singular and plural.

This is a Lease for a private residence only, hereinafter referred to as the “Premises”, located at 2995 Colorado Avenue, Boulder, Colorado 80303, Unit 203 and more specifically described to include:

- The Unit noted herein, including your use of all common areas, 4 bedrooms and 3 bathrooms therein.
- The Unit noted herein, including your use of all common areas, 3 bedrooms and 3 bathrooms therein, excluding the 2nd floor Private Bedroom (“Bedroom”), more specifically described as NE Bedroom 2nd Floor without an attached Bath.
- The Bedroom located on the 2nd floor of the Unit noted herein, that does not have direct private bathroom access, plus your joint use of the common areas to which you have access without going into another person’s Bedroom. Your Bedroom is further described as NE Bedroom 2nd Floor

The Premises is rented:

- Unfurnished
- Furnished, which shall include queen bed, desk, desk chair, nightstand.

The Premises also includes a clothes washer, dryer, living room air conditioner, stove, microwave, dishwasher, and window coverings.

You are allowed 1 pet cat(s) in the Premises. No other animals are allowed.

A Lease Guaranty (“Guaranty”) is required in conjunction with the execution of this Lease.

Term and Payments: This Lease Term (“Term”) starts at noon on 8/20/2021, and ends, with no notice necessary, at noon on 8/13/2022. The total Lease Payments due for the Term are \$40,200.00. The Lease Payment due for the Term shall be paid in 12 equal payments of \$3,350.00. The Lease Payment shall not be prorated for partial months. The first Lease Payment is due on or before 8/1/2021, and the last Lease Payment is due on or before 7/1/2022. Rent, which shall include the Lease Payment, the online payment administrative fee, past due charges, maintenance expenses, plus any additional charges owed by you, is due on or before the 1st of each month. If you do not pay your Rent on time, you agree to pay a late fee equal to five percent (5.0%) of the unpaid amount due, plus \$10 per day late fee starting on the 2nd day of the month. If your Rent is returned unpaid by your bank, you agree to pay \$150 plus the late fee until you pay all Rent due. Subject to Colorado law, you may not withhold Rent for any reason. After move-in, Rent must be made electronically via the tenant portal on my Website. You agree that I may report your payment history to the credit bureaus.

Explanation of Utilities: Your Rent includes the commonly-shared gas (heat), electric (exterior lighting), water (domestic and irrigation), and trash services, for which individualized metering is not available, and the service is paid by me. You are charged each month a \$30 administrative fee for management and administration of these utilities. You are responsible for arranging and having billed to you directly: a) Premises interior electric (Xcel Energy), b) Premises internet (CenturyLink or Xfinity), and or c) Premises cable TV (CenturyLink or Xfinity), and your Rent does NOT include these items. You agree to arrange for the Premises Xcel electricity hookup to begin no later than the first day of the Term. You agree that if the Premises electric is not placed into a Resident’s name within three days of the Term commencement, I may transfer said utility for you at an administrative cost of \$50. You shall not permit said electricity to become disconnected during the Term.

Deposit: Your “Deposit” is \$6,700.00, and shall be paid with \$3,350.00 due on or before 1/31/2021 and the remaining \$3,350.00 due on or before 2/28/2021. The Deposit is held to secure the performance of this Lease. If you pay the Deposit in any part with a check that bounces, or miss a payment due, I can cancel this Lease and rent to someone else, even if I didn’t contact you first.

Prior to the start of the Lease, this Deposit is “Earnest Money” and will be forfeited if you cancel the Lease or never occupy the Premises without my written permission. This forfeiture of Earnest Money does not relieve you of your obligation to pay the Rent for the full Term except to the extent that I recover any amounts due under this Lease from subsequent tenants.

Once you pay the first month’s rent and occupy the Premises, the Deposit becomes a “Security Deposit”. The Security Deposit is used in the event of any breach of the covenants and agreements herein, including, but not limited to, damage to the Premises and the fixtures and appliances therein, nonpayment of Rent, cleaning costs, and attorneys’ fees. You are obligated to pay Rent for the full Term except to the extent that I recover any amounts due under this Lease from subsequent tenants. Your Security Deposit can never be used in lieu of payment of Rent, unless specifically noted otherwise herein. I can use the Security Deposit to pay for any losses suffered as a result of your breaking the terms of this Lease and as allowed by law. To the extent I utilize the Deposit during this Lease, you shall immediately reimburse me and restore the original Security Deposit amount. If I suffer losses greater than the Security Deposit, you will pay me the extra. I will return the Security Deposit, minus expenses and plus credits, in one check, payable to all of you named herein, within 60 days following the Term.

Recommendation of Legal Counsel: You acknowledge that this Lease may have important legal and tax consequences. I recommend that you consult with legal and tax counsel before signing.

Rental Application: This Lease has been executed in conjunction with you completing a Rental Application (“Application”), and conditional upon approval of that Application. You acknowledge that I entered into this Lease in reliance on the information contained in your Application and any and all other information provided to me by you. If it is determined, at any time, that such information is false or materially misleading, then I shall have the option to terminate this Lease upon three days’ notice to quit. You shall promptly notify me in writing of any change in the information provide on your Application.

Lease Guaranty: If a Guaranty is required in conjunction with the execution of this Lease, as specified herein on Page 1, under the heading “Parties and Premises”, said Guaranty shall be returned within 3 business days from the presentation to you of this Lease. If the Guaranty is not received by the deadline herein, I may at my option void the Lease. Failure to return the completed Guaranty by the deadline herein does not automatically terminate this Lease. You must receive written notification from me that the Lease has been terminated for the termination to occur. You will be charged in such event 100% of one month’s Rent and you will forfeit all application fees, holding fees, and Deposits. You will be responsible for all Rent payments until the Premises has been re-leased, and any costs associated with the re-leasing of the Premises. Execution of this Lease is contingent upon verification, approval and acceptance of your Application.

Move-in: A one-time \$150 Lease Processing Fee will be charged to your ledger upon move-in. You shall have all Lease-related paperwork completed and payments made and turned in to me, including if applicable, the Lease Guarantee, before you will be given possession of the Premises. You must have a zero balance owing on your account before you can receive keys. If the Premises is not ready for occupancy by the commencement of the Term, and you are unable to occupy the Premises, I am not liable for damages, but during such periods of delay, the Rent herein shall be abated. Rent abatement does not apply if the delay is for cleaning or repairs that do not prevent you from occupying the Premises. In the event that I permit you to move in early at your request prior to the commencement of the Term, you shall then be deemed to have accepted the apartment totally cleaned, including windows and carpeting. You may terminate this Lease only if possession is not delivered within ten days of its commencement.

Check-in / Check-out: A check-in/check-out form (“Condition Form”) will be provided to you upon move-in. You agree to complete and sign the Condition Form within 72 hours of occupancy, and return to me for my signature. I will not perform a move-in or move-out inspection with you. You are responsible for the documentation of the condition or any damage to the Premises upon move-in and move-out through the Condition Form. In the absence of a documented problem, the Premises and the fixtures, appliances, door locks, window locks, smoke detectors, electrical outlets and Furniture in the Premises will be deemed to be in a clean, safe, and good working condition, and you will be responsible for defects or damages that may have been present if you fail to complete and return the Condition Form as agreed herein. If you lease the Premises site unseen, you acknowledge the inherent risks of such action and acknowledge and agree that you are bound by this Lease in the event you find any element of the Premises objectionable.

Security: You are responsible for making sure that your Premises is secure, and that all exterior doors and windows are lockable in the manner that you deem necessary for your personal safety, and the protection of your belongings. You are hereby authorized to make any modifications to the Premises at any time that you deem necessary in this regard, and to subtract the reasonable costs thereof from Rent.

You agree not to treat my security measures as an express or implied warranty of security or as a guarantee against crime or of reduced risk of crime. Any security measures undertaken by me shall be for my benefit and for exclusive purpose of protecting my property and shall not be relied upon by you. You hereby agree that I shall not be liable to you or your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, assault, vandalism, and other crimes. I shall not be obliged to furnish security personnel, security lighting, fences, or other forms of security. If you are affected by a crime, you shall make a written report to appropriate law enforcement and notify me.

Occupancy & Guests: No more than four persons may reside in the Unit. No one other than you may occupy the Premises without my prior written consent. One is considered to occupy the Premises if such person reasonably appears to be using the Premises as a place to live, including, but not limited to, coming and going with the use of a key, receiving mail, parking overnight, and keeping clothes or personal effects therein. A person may establish unauthorized occupancy under the terms of this Lease even if that person owns or leases another residence. Guests cannot stay more than seven days in any month.

Agent Access: You shall allow me, and those acting on my behalf, to enter the Premises (“Visits”) at any reasonable time to inspect, appraise, show, repair, maintain and perform those activities that are part of the customary operations of a rental property. You shall permit all such Visits provided that a notice of 3 or more hours was attempted. Notifications to you are normally by email and/or text. You also agree to have the Premises reasonably tidy prior to Visits in which you were given 24 or more hours advance notice. You agree that I may install a lockbox at the property for convenient access for authorized personnel to enter the Premises. You agree that you do not have the right to insist on being present during Visits. If you have a pet, at my request it must be caged or removed from the Premises during scheduled Visits. If you do not permit a Visit under the parameters defined herein, there shall be a \$150 charge for my troubles for each infraction.

Maintaining As-Is: The Premises will be cleaned prior to your occupancy, including carpets and windows, and you agree to keep it reasonably clean and sanitary. You shall maintain the Premises inside and out, except for normal wear and tear, as defined by Colorado law. You shall immediately notify me in writing of any dangerous condition affecting the Premises, as well as necessary routine maintenance or repairs. You are responsible for all damage or injury that results from not giving me prompt, written notification of a necessary maintenance requirement. In the event you cannot contact me in the event of an emergency, you shall take necessary action to mitigate any ongoing damage to the Premises, in which case I will subsequently reimburse you for your reasonable costs. You shall regularly replace the batteries in all smoke and CO detectors, and immediately report any malfunctions. You shall not re-key any locks nor install bedroom locks without my prior written permission. For 24 hours a day during freezing weather, you shall heat the Premises to at least 63 degrees, keep cabinet and closet doors open, and drip hot and cold-water faucets. You shall be liable for damage caused by you, your guests, or unknown 3rd-parties to my and other persons’ property, if said damage is caused due to your violating the requirements herein.

Damage to common areas and cleanup of trash, where the responsibility cannot be determined, will be divided amongst all Residents of the property, with said charges prorated based upon bedroom count. You won't leave indoor furniture outdoors. You agree to keep the yard, porch and decks, free of trash, personal items, indoor furniture and items that will detract from the general appearance of the property. You won't keep any inoperable vehicles on the property.

Smoking: There is no smoking in the Premises. You acknowledge that smoking in the Premises may result in damage that requires extra cleaning, painting, re-carpeting and/or replacement of window coverings of the entire Premises to remove smoke, the cost of which will be deducted from your Security Deposit.

Repairs and Maintenance: You are responsible for repairs and maintenance affecting your Premises that are not the result of normal wear and tear, and agree to reimburse me for said costs as you are billed for them during this Lease. You will pay for the clearing of sewer lines from obstructions other than toilet paper or tree roots, and are advised to never flush feminine products or paper towels down the toilet. You are responsible for plunging toilets. You are responsible for all lockouts, and will have to contact a locksmith to regain entry. If you paint, you may be responsible for re-painting. You are responsible for keeping the stairs and sidewalks, from your Premises to the property boundary, free of snow and ice, and agree not to rely on a third party that may or may not occasionally provide this service. Whenever reasonably possible, you agree to make all requests for repairs, installations, or services, that are my responsibility under this Lease, in writing.

Pests: You shall immediately notify me in writing of the apparent presence of any pests on the property. Pests include, but are not limited to, ants, cockroaches, bed bugs, spiders, and mice. You assign to me the role of implementing and managing all pest treatment plans, as recommended by a qualified specialist of my choosing. You shall fully cooperate with all treatment protocols for your Premises, including, but not limited to, the possible permanent removal of certain personal property, emptying of cabinets, bagging or laundering of clothing, and third-party application of pesticides. Those pests reported during

the first 60 days of this Lease, in both the Premises reporting the problem and of those physically adjacent apartments, shall thereafter be my responsibility during this Lease, whereas, the presence of pests in your Premises after said time period shall be your responsibility. If certain pests are my responsibility, you agree that you shall not receive Rent credit or other compensation, provided that I act in good faith in mitigating the problem. If a certain pest problem is initially my responsibility, as determined herein, you subsequently shall assume said responsibility in the event that you do not fully cooperate with treatment protocol. Responsibility for pests shall include, but not be limited to, treatment expenses, costs related to the loss of habitability of the Premises and adjacent apartments, vacancy loss, medical care and temporary lodging. So long as you cooperate with treatments, your responsibility shall never extend to more than your Premises, whereas, if you fail to cooperate, you agree that you may subsequently be held responsible and liable for the presence of pests in adjacent apartments. In addition to the liability defined herein, you shall pay me \$250 for each time you do not cooperate with pest treatments.

Mold. I do not warrant or represent that the Premises shall be free from mold. You agree to routinely air-out the Premises in order to prevent humidity buildup. You agree to consistently remove all visible moisture in the Premises. You agree to maintain vigilance in ascertaining whether there are water leaks or signs of moisture. You agree to take reasonable steps to reduce the presence and accumulation of moisture and humidity. You agree to immediately inform me in writing of any indications of water leaks and moisture, as well as of any missing grout or caulk in bathroom tiled areas. You agree to ensure that all shower doors and curtains are utilized to prevent water from escaping any tub or shower enclosure. In the event of visible accumulation of mold, you agree to immediately clean the accumulated and surrounding area with soap or detergent, then allow the area to dry, and subsequently within 24 hours apply a spray-on biocide (such as Lysol Disinfectant or Pine-Sol Disinfectant) in accordance with the product's labeling.

Upon written notification by you, I shall within a reasonable time repair water leaks or otherwise attempt to mitigate any source of moisture. I will clean or apply biocides to visible mold on porous surfaces such as sheetrock walls and ceilings. As shall be reasonably determined by me, if the presence of mold was caused by your actions and/or misuse, then you shall be responsible for the costs of mitigation; otherwise, said mitigation will be at my expense.

You hereby indemnify and shall hold me harmless from any and all claim or causes, arising in whole or in part from your breach of the obligations herein. In the event of a breach of the terms herein by me and a failure to cure such breach within 30 days of notification, your sole and exclusive remedy shall be to immediately vacate the Premises, at which point your obligation to pay Rent shall terminate. You hereby agree that I shall in no event be liable for consequential damages to your personal property, or claims of adverse health conditions associated with exposure to mold. A breach of the terms herein by you shall be a material violation of this Lease, and allow me to recover possession of the Premises, following Demand for Possession or Compliance in accordance with state law, and all other rights and remedies contained in this Lease.

Habitability: You agree that uncompensated inconveniences and hardships are part of life, shall give me reasonable time to complete requests for maintenance and repairs, and accept that delays due to weather or scheduling may be unavoidable. In the event of partial loss of functional use of your Premises for reasons including, but not limited to, roof leaks, mold, pests, and equipment breakdown, you agree, subject to the limits of Colorado law, that there shall be no Rent abatement or other compensation, and that you shall remain liable for Rent through the term of this Lease. I shall act in good faith in mitigating habitability-related problems. In the event the Premises becomes uninhabitable, as defined by Colorado law, you hereby give me reasonable time to correct the problem, in exchange solely for rent abatement during the remedial period, subject to Colorado law.

Conduct & Governing Laws: You agree not to make any excessive noise or create any nuisance that will disturb the peace and quiet of neighbors. Disruptive, aggressive, criminal, abusive, hostile, violent and/or dangerous behavior which threatens the health, safety, well-being and/or security of any other residents of the property or neighboring property are agreed by you to be a substantial violation of this Lease, and shall constitute reasonable grounds for eviction. This includes excessive drunkenness, belligerence, intoxication and substance abuse. You agree not to use the Premises for illegal purposes and will abide by all applicable laws and regulations. You will not grow or manufacture any substance or material including, but not limited to marijuana, on the Premises at any time. You agree not to make excessive noise or disturbance that becomes a nuisance to the neighbors. You shall be held responsible for payment of Rent in the event you are evicted for reasons herein. There is no implied covenant of quiet enjoyment of the Premises associated with this Lease. I do not represent or warrant the behavior of any third-parties, including other tenants and occupants of the property or neighbors. I do not represent the condition of the Premises to be anything other than as-is.

You acknowledge that any violation of any law or ordinance, including, but not limited to, those referenced in this Lease, can expose me to substantial penalty and loss, and substantially endanger my property and persons at the Premises. You shall be responsible to pay, or reimburse me, for any government tickets, fees, or fines against me resulting from your or your guests' violation of this Lease or any law or ordinance. You shall pay me \$250 for my trouble for each ticket issued to you by a governmental authority related to underage drinking, noise violations, or nuisance parties. You hereby indemnify me if any government entity brings charges for violation by you of any laws or regulations, and will reimburse me for any related expenses.

City of Boulder Rental-Related Ordinances: The City of Boulder requires that I inform you of certain provisions of the Boulder Revised Code, Section 12-2-4 (Ordinance 7158) related to the leasing of rental property:

Interest on Security Deposits. Interest is required to be paid on your Deposit at a yearly rate as published online by the City of Boulder. Interest is paid on the amount of the Deposit from the date the Lease is executed to the date said Deposit is returned to Resident.

Occupancy Limits. The dwelling unit you are renting at 2995 Colorado Avenue may be occupied by no more than 4 unrelated persons. If a guest becomes a resident of the Premises, and this produces a violation of the legal limit of occupancy, a criminal prosecution can result. Violations of the occupancy laws of the City of Boulder can result in criminal prosecutions and fines of up to \$2,000 for each day of violation. You should not assume that you can successfully "hide" an extra roommate in order to split rent with another person. It is very risky.

Noise Ordinances. The City of Boulder has several ordinances that regulate noise. Violations of any of these noise ordinances can result in criminal prosecution and a maximum fine of up to \$1000 and 90 days in jail.

- A) **Disruption of Quiet Enjoyment of the Home, Section 5-9-5, B.R.C. 1981.** This focuses on individuals who engage in loud behavior at any time of day that disrupts a neighbor who is in his or her own house.
- B) **Unreasonable Noise, Section 5-9-6, B.R.C. 1981.** This is a provision that can be used when officers, standing more than 100 feet away from a noise source, hear amplified music in a residential zone after 11 pm.
- C) **Excessive Sound Levels, Section 5-9-3, B.R.C. 1981.** This is based upon measuring sound levels with meters. Noise must not exceed 50 decibels (dBA) between 11 pm and 7 am in a residential zone. Late at night, the ambient or background noise level in most neighborhoods is approximately 35 dBA. A sound 15 decibels greater than the background noise (50 dBA), such as a loud stereo, will wake the average person from a deep sleep.

Fireworks Ordinance. Fireworks, Section 5-6-6. B.R.C. 1981. Except for police, military and certain other personnel described in Boulder's code, it is illegal for anyone to possess fireworks in any public or private place or to explode fireworks anywhere within the City of Boulder without first having obtained a permit.

Nuisance Party Ordinance. A nuisance party is a gathering at which one of a number of violations of Boulder's Code provisions occur. These include unlawful consumption of alcohol, the unlawful provision of alcohol to minors, property damage, obstruction of traffic, or the generation of excessive noise. A nuisance party is also any party at which an open keg of beer is located in the front yard setback, on the front porch, or an unscreened side yard. Any person convicted of holding a nuisance party can be criminally prosecuted and sentenced to a fine of up to \$1000 and 90 days in jail.

Trash Ordinance. Trash Contract Required, Subsection 6-3-3(b), B.R.C. 1981. Every rental property is required to maintain a valid contract with a commercial trash hauler providing for the removal of accumulated trash from the property on at least a weekly basis. Boulder law dictates that trash and/or recyclables can be put out no more than 12 hours prior to pick up and all empty receptacles must be removed from curbside within 12 hours of pick up. Violations of these ordinances can be subject to \$250 fine plus required Municipal Court appearance. The trash contract on this property is the responsibility of Owner.

Weed and Snow Removal Ordinances. Duty to Keep Sidewalks Clear of Snow, Section 8-2-13, B.R.C. 1981. Occupants of residential units along with property managers are responsible to keep public sidewalks and walkways abutting their residential premises clear of snow.

Parking on or Blocking Sidewalk. Parking on a Sidewalk Prohibited, Paragraph 7-6-13(a)(1), B.R.C. 1981. No vehicle may be stopped or parked on or within a sidewalk. This prohibits parking in a driveway in any way that blocks the sidewalk.

You hereby indemnify and shall hold me harmless from any and all liability, fines, penalties, losses and damages associated with any violation at the Premises as noted herein, by you or your guests during the Term.

Liability, Risk & Accidental Indemnity: I shall not be liable for injury or damage to you and your guests that results while you are on the property. You hereby release me from any and all claims for personal injury to you or your guests, or damage

or loss to your personal property, for all situations including, but not limited to, failure to furnish utilities, strikes, equipment breakage, power shortages, frozen pipes, fire, water damage, crime and theft.

My insurance does not cover your personal property nor your automobile, whether the loss or damage is due to fire, windstorm, flood, theft, vandalism, or other causes. I am not liable to you, even for negligent acts or omissions of an Agent or Agent's representative, for any damage or injury, whether to person or property, sustained by you or your guests from any cause, including but not limited to, the causes and risks set forth herein. I am not responsible for the cost of temporary housing or relocation due to your displacement under any circumstances.

To the greatest extent permitted by law, you shall indemnify, hold harmless, and defend me against all losses, damages, claims, suits, actions, judgments and costs, including reasonable attorneys' fees and costs, which arise or grow out of any injury to or death of persons or damage to property arising from or in any manner connected with your exercise of any right granted or conferred under this Lease, or from your use, maintenance, operation and/or repair of the Premises, buildings, improvements and equipment thereon, or of which the Premises is a portion. You waive any insurance subrogation rights or claims against Agent or Agent's employees, and their insurers. No employee, Agent, or management company is personally liable for any of Agent's contractual, statutory, or other obligations merely by virtue of acting on behalf of Agent.

Property Damage Liability Waiver: You hereby agree to be included in a Property Damage Liability Waiver ("PDLW") insurance program, at a charge of \$14.50 per month, due in full at the beginning of your Lease, and assessed upon the number of full and partial months in your Term (ie: \$174/year). Your inclusion in the PDLW waives your obligation up to \$100,000 to indemnify me for accidental damages from events caused by you such as fire, smoke, explosion, water discharge or sewer backup up. Any amount in excess of \$100,000 remains subject to the terms of this Lease. The PDLW applies only to your potential liability with me and not to any third parties, and also only applies to accidental damage caused by your negligent acts or omissions, and not to damages caused by your deliberate or intentional acts or omissions. In the even my covered damages do not exceed \$100,000, you may receive up to \$25,000 to replace your personal belongings as determined by Agent and subject to my applicable insurance policies, provided that in no event shall the sum total of my covered damages and all amounts paid to affected residents exceed \$100,000. The PDLW is not a renter's insurance policy nor is it intended to replace a resident's personal property or liability insurance policy.

Pets: You will not keep any animals on the Premises, except as permitted on Page 1 herein, under the Heading "Parties and Premises". There is a \$150 non-refundable pet fee. In the event that you bring a live-in animal under the auspices of the Americans With Disabilities Act, and it is subsequently proven beyond a preponderance of doubt in civil litigation that said animal was living on the Premises under false pretenses, then you shall owe me \$10,000 in liquidated damages, plus the my legal fees. In the event an animal is authorized, you agree to clean up after its waste immediately, and if you don't, I can hire a service to do so at your expense. If you have an animal without my written permission, including visiting pets, you will be assessed \$300 per month for those months it is on the premises for any part of one or more days. (For example, if I see a dog in your apartment it's a \$300 fine; the same thing is true if it happens in a subsequent month.) Once it is determined you have an unauthorized animal at the Premises, it is your burden to prove that the animal has permanently found another home.

Early Termination: I may terminate this Lease early with 60 days written notice to you. If our Lease is terminated prior to the end of the Term, you will receive a payment for your inconvenience equal to two month's Rent. Any monies owed by you to me at the time of the early termination shall be an offset to your buyout payment. In the unique situation that I terminate our Lease with an effective date between May 15-31 during the Term, the buyout due shall be reduced to one month's Rent, subject to the offsets for monies owed by you to me.

Subleasing: You shall not assign nor sublet (hereinafter, "Sublease") for any time, any portion of the Premises, without my prior written consent. If I consent to a Sublease, you will remain liable for the Rent and all of the obligations under this Lease. I will provide the necessary paperwork for you and the Sublessor to execute. In such case, there will be a \$150 charge for my trouble. Any Sublessor shall have reasonably similar qualifications as you, and provide a Deposit equal to at least one month's Lease Payment. You agree to pre-pay prior to your move-out the cumulative sum of any monthly shortfall of the Lease Payment between you and the Sublessor over the course of the Sublessor's Term. The Sublessor shall sign the Lease, as well as the Sublease Agreement, and any additional Deposit will be held by me.

If you leave, or get evicted, without finding a Sublessor, I will try to find a new tenant for you, in which case you agree to pay me an administrative fee equal to 100% of one month's rent for my trouble, including, but not limited to, all other losses, such as Rent, leasing fees, and advertising. I may lease the Premises for less than your Lease Payment, if I determine at my sole discretion that doing so is necessary to mitigate your losses and in your best interests.

You will always remain liable for all Lease obligations in the event of an assignment or subleasing. In the event the Sublessor has charges that exceed their Deposit, I will use your Security Deposit for any shortfall. Charges for cleaning and damages will be assessed at my sole discretion either first to you, first to the Sublessor, or as something in-between, and may vary from circumstance to circumstance depending upon the facts as I interpret them.

Eviction, Holding Over: I may evict you to regain possession of the Premises for any default of a payment obligation, or any other material breach of this Lease. If you abandon the Premises or are evicted, you shall continue to be liable for all payments or other obligations and be bound by all other provisions of this Lease, including maintenance of the Premises and utilities for the remainder of the Term. In the event you move out late at the end of the Term, you will pay \$200 for the first two-hour-period, or fraction-thereof, that you have not entirely vacated the Premises after the end of the Term, and thereafter pay \$300 for each 24-hour-period, or fraction-thereof, the Premises is not vacated. At the end of the Term I may remove your property and store it. If I have to do this, you agree that I shall not be responsible for any damages or loss. You would be responsible for any losses suffered by me or the next resident, including, but not limited to, hotel bills, meals out, and storage.

Move-Out: Each resident will be charged a \$100 common area fee at move-out, which shall be used for maintenance, repairs and capital improvement to the common areas. If you renew your lease, you will be charged said fee at the end of each lease term. Upon moveout, you are responsible for replacement of all smoke and CO detector batteries, burnt out lightbulbs, and for the cost of re-keying each lock. It is your duty to return the Premises, including but not limited to outside areas for which you have partial responsibility, to the same condition as at the Term commencement, reasonable wear and tear excepted. If you don't spotlessly clean the Premises and fixtures therein when you leave, including windows inside and out, and carpeting, you hereby contract for me to have the cleaning done at your expense. My general cleaning service charges a fixed rate based upon your Unit size, and you therefore do not save money by doing *some, or even a lot*, of move-out cleaning, but only by doing *all cleaning to such an extent that there is no additional work to do*. For this reason, I recommend that you do no cleaning at move-out and simply make sure that all personal items and trash are fully removed. If you contract directly to have the carpets cleaned, you shall provide me five or more days advance written notice of said intention, agree that the cleaning be performed using a truck-mounted system, and shall provide me a receipt of the completed service.

Cleaning & Maintenance Charges:

The following charges will be assessed against your Security Deposit if you fail to clean or if damages are incurred. This list is not all inclusive and includes only some of the most common types of charges.

Labor Rates / Replacement & Repair Costs

Appliance Dings	\$200
Blinds Mini	\$ 75
Cleaning Carpets, 4br Apartment	\$350
Cleaning Carpets, 3br Apartment	\$275
Cleaning General 4br Apartment	\$400
Cleaning General 3br Apartment	\$350
Cleaning Windows per pane, both sides	\$ 10
Detector Smoke or Carbon Monoxide	\$ 50
Detector Battery	\$ 7
Disposal Unclogged	\$ 50
Drained Unclogged	\$100
Door Interior	\$200
Doorknob	\$ 60
Light Fixture	\$ 75
Light Bulb, standard	\$ 5
Light Bulb, special	\$ 8
Lock Key Unreturned	\$ 30
Lock Re-keyed	\$ 75
Painting, per wall	\$ 75
Resident's possessions removed	\$250 minimum
Screen Replacement	\$ 75
Screen Repair	\$ 50
Stove Rings & Pans	\$ 10
Towel Bar, Toilet Paper Holder	\$ 50

Non-Compliance and Attorney Fees: If you don't comply with the terms of this Lease, I may evict you. If You leave or are evicted, you will remain liable for any loss of Rent, and other damages under the terms of this Lease. You hereby agree to pay my attorneys' fees as a result of any violation or breach by you of any covenant or provision herein, all of which shall be considered additional Rent. Unless specifically specified otherwise herein, if you and I become involved in legal action against one another, each party will pay their own attorneys' fees and costs, regardless of who prevails in such legal action. Unpaid amounts bear 18% interest per year from the due date. Both you and I hereby waive any and all right to trial by jury.

Waiver, Severability and Liability. Any waiver of any breach of this Lease will not be considered to be a continuing waiver of future breaches. If any provision of this Lease is unenforceable, the other provisions remain in effect. Everyone who signs this Lease is jointly and severally liable for all of the obligations herein. If a roommate named herein doesn't pay a share of Rent, or fails to uphold a provision of this Lease, you are liable.

Owner / Agent Relationship: Agent is employed by Owner, and acts as a fiduciary to Owner. You acknowledge that Agent is an agent of and for the Owner and is not representing you as an agent.

Notices and Postings: Unless otherwise specified in this Lease, all notices provided in this Lease shall be in writing and shall be delivered as set forth herein. Notice to you by me shall be delivered personally, or sent by first class mail postage prepaid to the Premises, or securely and conspicuously posted upon the Premises, or by email to Resident's email address. Notice to one of you shall be deemed notice to all of you, and each of you hereby agrees to act as agent for the other for services of legal papers and documents. You agree to pay a \$25 posting fee for each event that Agent has to tender a demand for payment of Rent, notice of non-compliance, or demand for possession. Notice to Agent shall be delivered personally, or sent by first class mail to my Address noted herein.

Subordination: This lease shall be subordinate to all existing and future mortgages and deeds of trust upon the property.

Facsimile and Electronic Signatures: This Lease and subsequent agreements shall be valid in both the original and electronic form, including facsimile, email and internet. By signing this Lease, you acknowledge the receipt of a copy of the Lease and all its attachments. Documents with original signatures shall be provided upon request of any party. You acknowledge that the only way to waive, amend, modify or terminate this Lease, or any part of it, is in writing. In filling out, processing and completing this Lease, some clerical, scrivener's, human, computer and or mathematical errors may occur. In the event of any such errors or mistake, you agree to cooperate with me to execute or re-execute any document necessary to correct any such mistake or error upon demand by me. If you fail to cooperate, I may terminate the Lease upon three days' notice to you.

Additional Terms: None

You hereby acknowledge having read and understood the contents of this Lease. You understand that this Lease constitutes a binding and enforceable contract between you and me. This is our entire agreement and can only be amended in writing, agreed by all of us.

_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Agent for Owner	Date

SAMPLE