

ASSOCIATED BROKERS REALTY, Inc.
900 Wadsworth Boulevard, Lakewood, CO 80214-4511
Phone (303) 237-7676 Fax (303) 237-7674

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NEW RESIDENT:

____ CITY: ____ COLORADO, ZIP ____

RE: AFFIDAVIT

I, Enter name here, have read and understood each page of the Rental Agreement.

I, Enter name here, have signed the bottom right of each page of the Rental Agreement indicating that I have read it in full and understand the terms.

I, Enter name here, have read and understood the addendums to the Rental Agreement.

I, Enter name here, have read and understood the cleaning list & security deposit check in sheet attached to the Rental Agreement.

Enter name here Date Enter name here Date

Enter name here Date Enter name here Date

Anthony Irizarry Date

RENTAL AGREEMENT

This is an agreement for the renting of residential property to be used only as a private residence, between ASSOCIATED BROKERS REALTY, Inc. as AGENT of the Owners, hereinafter referred to as AGENT, as the Landlord, and the RESIDENT(S) hereinafter set forth, as the RESIDENT(S). The AGENT works solely on behalf of the Owner(s) as leasing agent and property manager. In case of cessation of interest in property, OWNER(S) may assign their interest in this lease. The following is the complete agreement between the parties:

1) RESIDENT(S), LIMITATIONS ON WHO MAY RESIDE ON THE PREMISES: The Resident(s) who are the Tenants and are obligated and benefit under this rental agreement are: Enter name here

Resident(s) agree that the property is to be used and occupied by Resident(s) consisting of 0 PERSON(S). Without the written consent of Agent, no other person may occupy the premises, nor may this rental agreement be transferred to another party. Guests may not remain longer than two days without the written consent of Agent. Agent shall at all times have the right to bar any person other than the Resident(s), including but not limited to Resident(s) guests, from entering or remaining upon any part of the leased property or complex, including but not limited to any common area and leased unit. No Resident(s) shall have the right to consent to or permit the entry of any person so barred by the Agent.

2) PREMISES: The property being rented is referred to as the PREMISES. The Agent hereby rents to Resident(s), pursuant to the subsequent terms and conditions of this agreement, the premises described as: sample CITY: sample COLORADO, ZIP sample. The premises shall include: Stove Refrigerator Dishwasher Clothes Washer Dryer Carbon Monoxide Detector and Other: N/A. Resident(s) have been assigned parking space(s) N/A, mailbox number N/A and/or storage space(s) N/A as part of the rental premises. Parking areas are for the use of the Resident(s) or Resident(s) guests only, unless otherwise reserved or restricted.

3) TERM OF THE RENTAL: The term of this rental is for a minimum period commencing on Click here to enter a date, and ending on, Click here to enter a date. The Resident(s) are obligated for this minimum term of the rental agreement. Upon completion of the minimum term of the rental agreement, Resident(s) may continue to occupy said premises on a month-to-month rental under all covenants of this lease. TO VACATE SAID PREMISES AND EFFECT TERMINATION OF THIS RENTAL AGREEMENT, RESIDENT(S) MUST GIVE AGENT A WRITTEN NOTICE OF AT LEAST THIRTY (30) DAYS. IN ORDER FOR SUCH NOTICE TO BE VALID IT MUST BE RECEIVED IN THE OFFICE NO LATER THAN THE 1ST DAY OF THE MONTH. FURTHER, SAID DATE OF TERMINATING THE RENTAL AGREEMENT SHALL BE, IN ANY EVENT, THE LAST DAY OF THE MONTH. UPON FAILURE OF THE RESIDENT(S) TO VACATE THE PREMISES BY THE FIRST OF THE FOLLOWING MONTH, THE RESIDENT(S) SHALL BE OBLIGATED TO PAY FOR THE ENTIRE MONTH AT THE EXISTING RENTAL RATE, REGARDLESS OF THE DATE VACATED AFTER THE FIRST.

4) RENT: THE FULL MONTH'S RENT WILL BE DUE AND PAYABLE, IN ADVANCE, ON THE FIRST DAY OF EACH MONTH WITHOUT A GRACE PERIOD. Resident(s) agree to pay Agent the gross rental amount of \$0.00 for rent for the full term aforesaid, in 12 equal consecutive monthly payments of \$0.00 commencing on the first day of January 2014. If the Resident(s) take possession of the premises prior to the first day of the month the terms of this rental agreement shall be in full force and effect. The rental shall be prorated and paid to Agent for the period commencing with the date the Resident(s) take actual occupancy and ending with the last day of the month in which the Resident(s) first occupy the premises. The prorated rent period is from Click here to enter a date, to Click here to enter a date. Prorated rent for this period is \$N/A. THE RESIDENT(S) AGREE TO MAKE ALL PAYMENTS TO AGENT IN THE FORM OF CHECK OR MONEY ORDER. RENTAL PAYMENTS SHALL BE MADE PAYABLE TO: Associated Brokers Realty, Inc., and mailed to the above address. Payments MAY or MAY NOT be made to resident manager when on site. PAYMENTS WILL BE APPLIED FIRST TO ASSESSED CHARGES OR BILLS, THEN TO OUTSTANDING LATE CHARGES OR RETURNED CHECK CHARGES, ATTORNEY'S FEES, THEN TO ANY SECURITY DEPOSIT AMOUNTS OWED, AND FINALLY TO RENTAL PAYMENTS OWING. Acceptance of a partial payment by the Agent, does not constitute a waiver of rights or remedies available through this agreement, or under applicable laws. The Agent reserves the right to request cash, money orders or certified funds for any payment.

5) LATE AND RETURNED CHECK CHARGES: The Resident(s) understand and agree that if the total rent is not received by 5PM of the 5th day of each month, there will be a LATE CHARGE OF 10% assessed on the full rent due. If a Resident's check is returned by Resident's bank for any reason, the Resident(s) understand and agree that there will be a \$40.00 RETURNED CHECK CHARGE IN ADDITION TO THE FULL RENT AND LATE CHARGES DUE. Agent reserves the right to require that rejected checks and any future payments be made with certified funds or money orders.

6) FULL RESPONSIBILITY FOR THE RENT: Each Resident is responsible for all the rent due. Failure of one or more of the Residents to pay any share of the rent due will not excuse the other Residents from payment of the full amount due.

7) SECURITY DEPOSITS: The Resident(s) agree to pay the amount of \$0.00 as Security Deposit, which the Agent shall retain to pay for any loss, cost, damage, or expense incurred because of the failure of the Resident(s) to abide by the terms and conditions of the rental agreement. Any interest collected by Agent on the amount deposited shall be paid to Agent unless otherwise provided by law. The Resident(s) agree to the transfer of said deposit to the Owner, if requested, or to a new Owner or property manager, if the property is transferred during the rental term. Resident(s) will be notified in writing of any such changes or transfers. The security deposit will be refunded within sixty (60) days after either the termination of this rental agreement or date of lawful surrender by Resident(s) and acceptance of possession of the premises by Agent, whichever occurs last, and mailed to the last known address of the Resident(s), along with a written statement itemizing any amounts withheld in accordance with the terms and conditions of the rental agreement. LAWFUL SURRENDER BY RESIDENT(S) AND ACCEPTANCE OF POSSESSION OF THE PREMISES BY AGENT SHALL OCCUR ONLY AFTER THE RESIDENT(S) HAVE REMOVED ALL PERSONAL ITEMS AND ALL KEYS HAVE BEEN RETURNED TO AGENT.

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If the damages or costs to the Agent are greater than the amount of the Security Deposit, Agent shall be entitled to recover such additional sums from the Resident(s) and Resident(s) agree to pay same. The deposit may be withheld by Agent to cover the following matters: **a)** Non-payment of past, present or future rent, late charges, returned check charges, utility charges, repair work or cleaning contracted for by Agent or Resident(s). **b)** Damage to the building of which the property is a part, common areas and buildings surrounding or adjacent to the building of which the property is a part, fixtures, appliances and carpet. **c)** Cost of repairs and/or hourly cleaning costs incurred by Agent to restore the premises to the same condition as when this rental agreement was initiated with normal wear and tear exempted. **d)** Cost of removing any personal property, trash or other items left by Resident(s). **e)** Cost of re-renting the premises should Resident(s) improperly terminate rental agreement. **f)** Other damages suffered by Agent due to acts and/or actions of Resident(s). **THE SECURITY DEPOSIT WILL BE HELD BY THE FOLLOWING PARTY:**

- Agent of the Owner, Associated Brokers Realty, Inc. in their Security Deposit Trust Account.
 Owner, whose name and address is as follows: N/A.

Agent is to receive all requests for security deposit refunds from Resident(s), unless specifically directed otherwise by the Agent. Requests for security deposit refunds are automatically presumed if a valid notice to vacate is given by the Resident(s) prior to the termination of this rental agreement. Otherwise, request for security deposit refund should be made in writing to the Agent. Said security deposit will be transferred to the property owner automatically upon the Agent's termination as Agent for the owner.

8) DUTIES OF THE RESIDENT(S): **a)** To pay for any damages to the premises, surroundings, furnishings, including fixtures and appliances, which are caused by them or their guests. **b)** Resident(s) are responsible for knowing how to properly operate all fixtures and appliances and must seek instructions from the Agent or Manager if in doubt. If a clothes washer and/or dryer is provided for use by Resident(s) in Section 2, Resident(s) shall be responsible for all repairs to same. Agent shall only be responsible for removal and disposal of any inoperable washer and/or dryer units. Defective (inoperable) units will not be replaced by Agent. **c)** Upon taking possession of the premises, Resident(s) shall complete a statement (Security Deposit Check-Sheet), identifying the condition of the premises and all furnishings, fixtures and appliances and return same to Agent within 7 (seven) days. **d)** Resident(s) will keep the premises, including entry ways and grounds, in a clean and sanitary condition, removing trash and debris in a timely manner. **e)** Resident(s) of single family, townhouse, condominium, duplex, triplex, and fourplex properties are responsible for the maintenance of the grounds. This includes watering, weeding, fertilizing of lawns and removing snow or ice from walks and drives in accordance with city ordinances. **f)** To remove hoses from outside faucets during the winter period, and to allow interior water faucets to drip slightly during extreme cold weather periods so as to prevent freezing. **g)** To place garbage and refuse in containers provided. Resident(s) of single family, townhouse, condominium, duplex, triplex and fourplex properties are responsible for their own trash containers and trash removal unless otherwise provided in this agreement. **h)** To refrain from activities, excessive parties, loud music and/or other noise or practices which disturb other residents or neighbors. Quiet hours are considered after 10:00 pm and before 8:00 am everyday. Resident(s) or their guests may not eat or play in common passageways, stairways or balconies, nor make disturbing noises in or about the building or premises. **i)** To protect the premises and furnishings from theft and weather damage by securely closing and locking windows and doors. **j)** To keep the premises in good repair, and to prevent deterioration of the property which the care and action of Resident(s) could reasonably avoid. To notify Agent if any condition exists which would cause damage to the property if not repaired. **k)** Resident(s) agrees not to alter the premises in any way without the written consent of Agent. **l)** To park all vehicles only in designated parking areas and to have guests park on public streets unless such guest parking is allocated for on the premises. **m)** Do not keep pets of any type unless specifically approved by Agent in writing. Resident(s) shall further prohibit guests from bringing pets to the premises for any length of time. Pets permitted under this rental agreement are as follows: NONE or N/A. Resident(s) also agree to pay for repair of any pet related damages and cleaning as may be required on the property and grounds, including the replacement of grass with new sod. **n)** Any abandoned, unlicensed, and/or inoperable vehicles parked on the premises may be towed off the premises by the Agent at the vehicle owner's expense after posting a 72 hour notice in a conspicuous place on the vehicle indicating Agent's intent to tow said vehicle. **o)** Resident(s) further agree not to store, repair, wash or park any trailer, camper, boat, or other recreational, commercial, or public vehicle on the premises without the written consent of Agent and, if applicable, homeowners association. Resident(s) shall pay for the cost of removal of oil, drips or stains in any assigned driveway, parking area or garage. **p)** Resident(s) agree to maintain all plumbing drains within the rental unit in working order at their own expense. Resident(s) shall pay for sewer line clearing and cleaning unless problem is determined to be structural. **q)** Resident(s) agree to maintain adequate temperatures at all times within the rental unit during the term of this agreement. Any damages or repair costs due to freezing will be the responsibility of the resident(s) and will be payable at the time the repair is made. **r)** Resident(s) agree to pay for the cost of professional steam cleaning upon move out. Agent shall order carpet cleaning after the unit is vacant. The Resident(s) agrees that this charge will be deducted from the Resident(s)' security deposit. **s)** Resident(s) agree to pay for all broken windows and missing or damaged screens. **t)** Resident(s) agree to pay for any service-trip charge if renter fails to meet service personnel for an appointment. **u)** Resident(s) shall not use said premises for any purpose prohibited by law, or by the police, fire or other regulation imposed by any Municipal, State or Federal authority or any insurance policy covering said building or any part of said premises, or do or permit to be done anything therein which will in any way increase the rate of insurance on said property or the chattels kept therein or void said insurance, either now or hereafter in force. **v)** The conduct of business of any type, including childcare, is prohibited. **w)** Resident(s) agree not to have any liquid filled beds or furniture unless resident has provided Agent, prior to occupancy and installation, proof of a paid insurance policy for liquid filled furniture. Resident(s) are responsible for any damage from liquid filled furniture. **x)** Resident(s) will not place signs on the property or in any windows. Only approved window coverings shall be permitted to be visible in any window. **y)** Resident(s) are responsible for any costs related to the maintenance, wiring and connections for telephone, cable TV, television antennae or computer wiring. **z)** If a smoke detector or carbon monoxide detector is currently installed at the premises it shall be the Resident(s)' responsibility to test these devices first upon moving in and no less than monthly thereafter to advise Agent of any defects or if a service call is required. Resident(s) shall also be responsible for replacement of any batteries to operate these devices.

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122 9) **DISPUTES BETWEEN RESIDENT(S):** Agent has no responsibility for resolving disputes between Residents, whatever the nature
123 of such disputes. Any unreasonable noise or other disturbances from adjacent units should be reported to the police.

124 10) **DUTIES OF THE AGENT:** a) To repair and maintain the premises, including plumbing, electrical wiring (except telephone, cable
125 TV, TV antennae or computer wiring.) and fixtures, heating equipment, furnished appliances (except as provided in paragraph 8) and
126 furniture, doors, windows, stairways, laundry rooms, recreation areas and all other common areas. b) Generally maintain the premises in
127 accordance with the City Building, Housing and Zoning Code Standards. NOTE: IN THE EVENT ANY REPAIRS OR MAINTENANCE
128 ARE REQUIRED DUE TO THE ACTS OF THE RESIDENT(S) OR ANY GUEST OF THE RESIDENT(S), RESIDENT(S) SHALL BE
129 RESPONSIBLE FOR THE COST OF THE MAINTENANCE AND/OR REPAIR. Such cost shall be payable to Agent upon Agent's
130 presentation of a statement of charges to Resident(s).

131 11) **INSURANCE AND OWNER /AGENT LIABILITY:** Agent and Resident(s) further agree that the Agent or Owner will not be
132 liable for any damages, injuries or losses suffered by Resident(s) or their guests and/or any property, caused by other Resident(s), or
133 persons, theft, burglary, assault, vandalism, or other crimes. Agent or Owner shall not be liable for personal injury or damage to or loss of
134 Resident(s)' personal property (furniture, jewelry, clothing, etc.) from fire, flood, water, leaks, rain, hail, ice, snow, smoke, explosions,
135 interruption of utilities, or acts of God, unless same is due to the gross negligence of Agent or Owner. Agent or Owner will not be
136 responsible for the damage or spoilage of food or any other item that may be caused by the malfunctioning of any appliance on the rental
137 premises. AGENT STRONGLY RECOMMENDS THAT RESIDENT(S) SECURE THEIR OWN INSURANCE TO PROTECT
138 AGAINST ALL OF THE ABOVE EVENTS. RESIDENT(S) HAVE INSPECTED EXISTING LOCKS AND LATCHES AND AGREE
139 THAT THEY ARE SAFE AND ACCEPTABLE, SUBJECT TO AGENT'S DUTY TO MAKE NEEDED REPAIRS OF SAME UPON
140 WRITTEN REQUEST OF RESIDENT(S). OWNER SHALL HAVE NO DUTY TO FURNISH ALARMS OF ANY KIND, SECURITY
141 GUARDS, OR ADDITIONAL LOCKS AND LATCHES. If laundry or any other facilities are available for use by Resident(s), it is
142 understood and agreed that the same are furnished gratuitously. Resident(s) or any other persons shall use the same at their own risk and
143 upon the express stipulation that the Agent or Owner not be liable for any loss or damage to property or injury to persons or property
144 however occurring.

145 12) **UTILITIES:** In addition to the rent, Resident(s) shall pay for the following services: Telephone Electricity
146 Gas Cable Television Water and Sewer Service Trash Removal Service HOA or Association Dues.
147 RESIDENT(S) ARE RESPONSIBLE FOR CHANGING THE ABOVE MARKED ITEMS INTO THEIR NAMES, ON OR
148 BEFORE THE DATE OF OCCUPANCY. If the Resident(s) fails to do so, the Resident(s) shall be liable for reimbursement
149 to the Agent for such charges. The Agent shall not be liable for failure to provide a service or utility when the cause of such
150 failure is beyond the control of Agent or if the Resident(s) fails to make arrangements to initiate utility service as required in
151 a timely manner. Resident(s) are responsible for the payment of all applicable utility services and must keep all services on
152 through the last day of their rental term. IF ANY OF THE UTILITIES TO THE PREMISES ARE SHUT OFF FOR ANY
153 REASON DURING THE TERM OF THE RENTAL AGREEMENT, THE RESIDENT(S) AGREES TO PAY THE SUM
154 OF \$100.00 TO THE AGENT FOR THE COST AND TIME INVOLVED IN HAVING SERVICE RESTORED, AS WELL
155 AS ANY COST OF DAMAGES TO THE PROPERTY RESULTING FROM THE SHUT OFF OF UTILITIES.
156 RESIDENT(S) ARE RESPONSIBLE TO NOTIFY ALL UTILITY PROVIDERS TO CHANGE THE UTILITIES OUT OF
157 THEIR NAME(S) UPON MOVE-OUT. AGENT MAY WITHHOLD UP TO \$200.00 FROM RESIDENT(S) SECURITY
158 DEPOSIT TO INSURE COMPLETE AND FINAL PAYMENT OF WATER AND SEWER CHARGES OWED BY
159 RESIDENT(S). AGENT WILL REFUND ANY EXCESS WITHHELD WITHIN TEN (10) BUSINESS DAYS OF FINAL
160 PAYMENT TO UTILITY PROVIDER TO RESIDENT(S) LAST KNOWN ADDRESS.

161 13) **RULES AND REGULATIONS:** In addition to the terms of this rental agreement, Resident(s) agree to abide by any Rules and
162 Regulations attached to this rental agreement and made a part hereof, as well as to comply with any community or association rules.
163 Resident(s) will advise all guests of such rules and regulations. The breach of any such rules shall be considered a default under this
164 agreement. Any updates in rules and regulations will be provided to Resident(s).

165 14) **RIGHT TO ENTER:** Upon reasonable written or verbal notice, Agent or his appointed representative shall have the right to enter
166 the premises whether or not Resident(s) are present, so long as it does not unreasonably interfere with the Resident(s), for any of the
167 following purposes: to inspect the premises; make necessary repairs or improvements; exhibit the premises to prospective tenants,
168 purchasers, insurance agents or lenders. Entry may be made without prior notice if Agent has reason to believe that an emergency exists
169 which requires immediate entry such as fire, broken pipes, other repairs, any breaches of this agreement or violations of the law.
170 Resident(s) agree to allow the placement of a for rent sign on the property, and for the agent to be able to show the property to prospective
171 Resident(s) without notice, after reasonable efforts have been made to contact the Resident(s) between the hours of 9AM and 6PM daily
172 during the last thirty (30) days of the rental agreement after Resident(s) have given notice to vacate.

173 15) **DEFAULT OR BREACH OF AGREEMENT:** If during the term of this agreement Resident(s) are in default or violate any of the
174 terms of this agreement Agent may declare this rental agreement terminated by giving the Resident(s) a three (3) day notice of such
175 termination. After these three (3) days Agent shall be entitled to possession of the premises. Notice may be given by posting on the
176 premises or by personal service. If the Resident(s) do not surrender the premises Agent shall immediately commence with lawful eviction.
177 Surrendering the premises, either voluntarily or by eviction, does not release Resident(s) from liability for monetary damages. The failure
178 of Agent to enforce any default or breach of this Agreement does not give consent for any future breaches or defaults. Should the
179 Resident(s) be continuously absent from the premises without full payment of the rent and other amounts owing, without prior notice to the
180 Agent, for a period of ten (10) days or more; the Agent shall have the right to deem the premises abandoned. In case of abandonment by
181 the Resident(s), the Agent may enter the premises and remove the Resident(s) possessions, so long as there is no breach of the peace, retake
182 the premises from the Resident(s), change the locks and re-rent the premises to new Resident(s).

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- 183 **16) LEGAL AND COURT EXPENSES:** If legal action is brought by either party to enforce the terms of this agreement, the prevailing
184 party shall be entitled to recover all costs incurred in said action, including reasonable attorney's fees and court costs.
- 185 **17) ABANDONED PROPERTY:** Personal property of any kind left in or about the premises after Resident(s) have surrendered
186 possession, abandoned the property, or been evicted and/or moved, shall be deemed abandoned as trash, and Agent may retain same and
187 dispose of it in any manner Agent desires.
- 188 **18) AGENT AND OWNER:** Agent is representing an Owner and all of the rights granted to Agent herein, as well as all the duties, shall
189 be the rights and duties of the Owner as well. Resident(s) agrees to deal exclusively with Agent as regards to any business regarding this
190 rental agreement, or the property, unless notified otherwise in writing by Agent or by the property Owner.
- 191 **19) CONDITION OF PREMISES ON BEGINNING DATE OF TENANCY:** The Resident(s) accept said premises in its present
192 condition, acknowledge that it is clean and in good condition and repair, and agree to keep said premises in a good, clean condition and
193 repair, free from dirt, filth, waste, or any flammable, dangerous or detrimental material. Resident(s) further acknowledge(s) that the
194 premises contain no conditions constituting or posing a material danger or hazard to Resident(s) life, health, or safety. The Resident(s)
195 agree that if the premises are not clean or are damaged in some way that they will, within seven (7) days from the beginning date of this
196 rental agreement as described above, provide the Agent with a written list of discrepancies or damages found at the premises by using the
197 Security Deposit Check-Sheet provided. Failure of the Resident(s) to return such check-sheet of damages or condition shall amount to an
198 admission by the Resident(s) that there are none.
- 199 **20) KEYS:** Resident(s) may not alter keys and locks. Requests for lock or key changes due to lost keys, resident changes, or for any
200 reason other than a defective lock shall be paid for by Resident(s). Resident(s) hereby acknowledge the receipt of 0 keys for their sole use
201 at the leased premises. These keys are specifically described as follows: 0 Door 0 Garage 0 Mailbox 0 Laundry 0 Storage 0 Pool 00
202 Gate/entry key 0 Clubhouse Other: N/A. If keys are lost, or Resident(s) fail to surrender keys within twelve hours of termination of this
203 lease, Resident(s) shall incur the cost of re-keying or replacing locks as required. Duplicates, when available, may be obtained from Agent
204 for a charge of \$15.00 at Agent's office during normal business hours. Resident(s) locked out after hours may obtain keys from Agent at
205 Agent's office by emergency appointment for a charge of \$50.00 to be paid at that time. A charge of \$15.00 will be payable when a
206 Resident Manager unlocks a unit.
- 207 **21) WAIVER AND SEVERABILITY:** Waiver by the Agent of any part of this rental agreement shall not constitute a waiver of any
208 other part of this lease. Failure to bill or collect late rent charges or any other fees does not waive them. Waiver of any provision on a
209 continuing basis does not operate as a continuing waiver of that provision and the provision may be lawfully enforced at any time. The
210 unenforceability of any provision of this rental agreement shall not affect the enforceability of any other provision.
- 211 **22) PAYMENT OF FUTURE RENT:** In the event of the failure of the Resident(s) to pay any rents or other monetary obligations due
212 herein, the Agent, besides other rights and remedies he may have at his option, may either terminate this lease or from time to time without
213 terminating this lease relet the property. Upon such reletting, all rentals and other sums received by the Agent from such reletting shall be
214 applied, first to the payment of debt other than rent due to Owner; second, to costs and expenses of reletting, third to past due rent, with the
215 residue, if any, to be held by the Agent and applied as payment of future rent as the same becomes due and payable herein. No such re-
216 entry or retaking possession of said property by Agent shall be construed as an election on his part to terminate this rental agreement unless
217 written notice of such intention is given to the Resident(s) or unless the termination hereof is decreed by a Court of competent jurisdiction.
- 218 **23) ASSIGNMENT:** Resident(s) shall not assign this agreement or sublet the property or any part thereof. Resident(s) shall not allow
219 any person to occupy the property other than persons to whom the property is rented under this agreement, without prior written consent of
220 the Agent. A Resident Transfer Fee of \$100.00 will be paid to Agent when Resident(s) add a new Resident(s) approved by Agent, or when
221 a Resident(s) are deleted.
- 222 **24) NOTICE:** Unless otherwise specified in this agreement all notices provided for shall be in writing and shall be delivered to the other
223 party either via first class mail, postage prepaid to the last known address, or personally. NOTICE TO ONE RESIDENT SHALL
224 CONSTITUTE NOTICE TO ALL RESIDENTS of this rental agreement.
- 225 **25) FORECLOSURE/UNTENABLE PREMISES:** In the event the premises are foreclosed upon, this rental agreement shall be
226 terminated as of the date of sale by the public trustee of the county in which this property is located, unless suitable arrangements have
227 been made with the interested parties, (Owner(s), Resident(s), and Mortgage Co.) with each party having no further obligation pursuant to
228 this rental agreement.
- 229 **26) PREMISES OFFERED FOR SALE:** Resident(s) agree and acknowledge that the premises may be sold during the term of this
230 rental agreement, subject to the terms and conditions of same. Resident(s) further agree to abide by guidelines in for sale addendum.
231 Property is currently listed for sale, see addendum which shall become a part of this contract.
- 232 **27) COUNSEL:** Resident(s), by signing this rental agreement, warrant that the terms and conditions are completely and fully understood.
233 Resident(s) are encouraged by the Agent to consult an attorney of their choice for review of this rental agreement prior to signature.
- 234 **28) POSSESSION:** Resident(s) agree that Owner and his Agent shall not be liable for damages or costs incurred due to Agent's inability
235 to deliver possession on the occupancy date of this agreement. Rental shall be prorated during the second month of occupancy, if date of
236 occupancy is delayed. Resident(s) may declare this agreement null and void if possession is delayed seven (7) days, and all money paid by
237 the Resident(s) to the Owner or Agent shall be returned.
- 238 **29) EARLY RENTAL AGREEMENT TERMINATION:** An early rental agreement termination occurs whenever Resident(s) decide
239 to shorten their rental agreement term for any reason. Resident(s) are responsible for all costs of the breach of the rental agreement terms.
240 The Resident(s)' responsibility includes but is not limited to: 1) Re-rental fee of 50% of the monthly rent. 2) Re-rental advertising
241 charges. 3) Utility expenses. 4) Rent due to the end of the rental agreement term or until the unit is re-rented, whichever shall occur first.
242 5) Carpet cleaning charge. 6) Charges for cleaning if required. 7) Lock changes or re-keying. 8) Resident(s) should direct any interested
243 parties elicited by Resident(s) to Agent for application and qualification, subject to above listed costs.
- 244 **30) ADDITIONAL PROVISIONS: No Smoking.**

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31) SIGNATURES AND AMENDMENTS TO RENTAL AGREEMENT: This rental agreement, documents referenced herein, and application, contain the entire agreement between the parties, and may not be altered, or amended except by mutual written agreement between the parties, The rental agreement is subject to verification of information received on the Resident(s)' application, and approval of Agent within 5 (five) business days of signing.

AGENT: ASSOCIATED BROKERS REALTY, Inc.
BY:

Anthony Irizarry - Property Manager

DATE Click here to enter a date.

RESIDENT(S):

DATE Click here to enter a date.

DATE Click here to enter a date.

DATE Click here to enter a date.

DATE Click here to enter a date.

FUNDS RECEIVED OR OTHER ARRANGEMENTS:

DATE:	RECEIVED:	DESCRIPTION OF AMOUNT(S) RECEIVED OR DUE:
_____	_____	SECURITY DEPOSIT IN MONEY ORDER \$ _____
_____	_____	RENT IN MONEY ORDER \$ _____
_____	_____	PRO-RATED RENT IN MONEY ORDER \$ _____
_____	_____	PET FEE IN MONEY ORDER \$ _____
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DRUG / CRIME – FREE HOUSING

In consideration of the execution or renewal of a rental agreement of the dwelling unit identified in the rental agreement, Owner, Agent and Resident(s) agree as follows:

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 on, or near the premises, including but not limited to, any violent criminal activity or 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 occupant or guest was in violation of this Addendum unless Tenant has strictly complied with all of Tenant's duties set forth herein and at law.
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 C.R.S. §12-22-303, 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 Landlord agree that any criminal activity as defined in this Addendum or at law is an act which endangers the person and willfully and substantially endangers the property of Landlord, co-tenants, persons living on or near the premises, and that such criminal activity constitutes a substantial violation under this Addendum or at law.
3. One or more violations of this Addendum by Tenant constitutes a substantial violation of the Lease and material non-compliance with the Lease. Because Tenant and Landlord 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 Landlord 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, Landlord may terminate Tenant's right to occupancy all without terminating the lease or Tenant's obligation to pay rent as set forth in the Lease at Landlord's election. Landlord's termination of Tenant's right to occupancy shall be effective with right of eviction upon three days notice to quit. Proof of the violation of this Addendum shall be by a preponderance of the evidence, unless otherwise provided by law. In case of any conflict between the provisions of the Lease and this Lease Addendum, the provisions of this Lease Addendum shall govern. This Lease Addendum is incorporated into the Lease executed or renewed between the Landlord and the Tenant.

Resident	Date	Resident	Date
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MOLD PREVENTION ADDENDUM:

It is the goal of Associated Brokers to provide a quality living environment for our residents. To help achieve this goal it is important we work together to minimize any mold growth in your premises.

ABOUT MOLD:

Mold is found virtually everywhere in our environment – both indoor, outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms, which reproduce by spores. 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 an apartment, 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 residence, you must do the following:

- Keep your residence 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.

In Order to Avoid Mold Growth:

It is important to prevent excess moisture buildup in your residence. Failure to promptly pay attention to leaks and moisture that might accumulate on residence 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:

- Rain water leaking from roofs, windows, doors and out side 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
- 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 visible mold on *porous surfaces*.** These surfaces include 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.

Resident Obligations Regarding Mold:

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

Resident also agrees to immediately report, in writing, to the Agent: (i) any evidence of a water leak or excessive moisture in the residence, as well as any storage room, garage or other common area; (ii) any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the residence/common area of the premises; (iv) any inoperable windows or doors in same.

Agents Obligations Regarding Mold:

ASSOCIATED BROKERS REALTY, Inc.
900 Wadsworth Boulevard, Lakewood, CO 80214-4511
Phone (303) 237-7676 Fax (303) 237-7674

415 Upon written notification from Resident regarding signs of water leaks, water infiltration or mold, or any failure or
416 malfunction in the heating ventilation or air conditioning system in the residence and/or on building structures, Agent shall,
417 within a reasonable time frame, make necessary repairs to the residence in accordance with the rental agreement provided
418 such damage was not caused by the misuse or neglect of Resident, or any occupants or guests of Resident.

419 **Remedies:**

420 A breach of this Mold Addendum by Resident regarding signs of water leaks, water infiltration or mold, or any failure or
421 malfunction in the heating ventilation or air conditioning system in the Premises, Agent shall, within a reasonable time frame,
422 make necessary repairs to the premises in accordance with State law and the Rental Agreement provided such damage was
423 not caused by the misuse or neglect of Resident, or any occupants or guests of resident.

424 **Warranties, Indemnifications and Release:**

425 Resident hereby indemnifies and shall hold Agent and Owner harmless from any and all claims or causes of action, Arising
426 (in whole or in part) from Resident's breach of the obligations contained in this Mold Prevention Addendum.
427 Resident Hereby releases Agent and Owner from any and all claims of Resident, Occupant or guest regarding the presence of
428 mold in the residence, other than claims based on breach of this Mold Prevention Addendum by Agent and further releases
429 Agent and Owner from any and all claims of consequential Damages such as damages to Resident's personal property, or
430 claims of adverse health conditions associated with exposure to mold.

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432 *By signing this Addendum Resident agrees that they have read and understand the Mold Prevention Addendum.
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434 Agent:

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LEASE ADDENDUM FOR PEST CONTROL:

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Whereas, Resident and Agent desire to ad the following terms and conditions that a certain lease dated Click here to enter a date., between___ (“Resident”) and Associated Brokers Realty, Inc. (“Agent”), for the premises known as _____ (“Premises”)

Resident and Agent agree as follows:

1. If Resident fails to report any pest infestation and/or problems with the Premises within seven days of Move-In it shall be an acknowledgement by Resident that the Premises are acceptable, in good condition and pest free.
2. Resident and Agent agree that any violation of this addendum constitutes a material violation of the Lease, and Agent may terminate Resident’s right to possession upon three days Notice to Quit, no right to cure. There is no requirement that Agent allow Resident to cure prior to serving Resident with a Notice to Quit. Proof of the violation of this Addendum shall be by a preponderance of the evidence.
3. Resident agrees to cooperate fully with and to undertake all efforts and tasks required by Agent, and in Agent’s sole discretion or Agent’s pest Control Company employed to eradicate pests. Residents’ full cooperation includes but is not limited to immediately reporting pest infestation to the Agent, making the premises available for entry to complete pest inspection and eradication treatment(s), completing all required pre-treatment or re-infestations to the agent in writing.
4. Resident may request reasonable extermination services at any time. All requests must be in writing. Agent will notify Resident in advance of each pest inspection, including providing a preparation sheet. Notification is presumed received if Agent hands the notice and instructions directly to Resident or if Agent posts the notice and instructions to Resident’s unit.
5. If Resident promptly notifies Agent and cooperates with Agent and/or Agents pest Control Company and the unit is either re-infected or the initial treatment is ineffective, Agent will promptly schedule a re-inspection and re-treatment at not cost to Resident. If Resident is not fully prepared for the treatment, Resident agrees to pay _____. (If no amount is filled in, Resident shall be billed for the actual cost of service.) If Resident fails to cooperate fully with the treatment plan, and the unit is either re-infected or the initial treatment is ineffective, Resident agrees to pay all costs of all subsequent treatments, as well as the cost of treatments for the spread of the infestation to additional units.
6. Agent, Agent’s employees, officers, directors are not liable to Resident for any damages caused by pests, including but not limited to, replacement of furniture, medications or medical expenses. Agent, Agent’s employees, officers, directors, are not responsible for any damage done to Resident’s unit or personal items during pest control inspections or treatments.
7. Resident acknowledges that Agent’s adoption of this Addendum, and the efforts to provide a pest free environment, does not in any way change the standard of care that Agent owes Resident under the lease. Resident further acknowledges that Agent does not guaranty or warranty a pest free environment. Resident acknowledges and understands that Agent’s ability to police, monitor or enforce the agreements of the Addendum is dependent in significant part of Resident’s voluntary compliance and cooperation.
8. Residents acknowledge that used or secondhand furniture is the primary way that bugs and roaches are spread. Resident agrees to not acquire or purchase used or secondhand furniture. Resident acknowledges that sharing vacuum cleaners, etc. is another highly possible way to spread bed bugs and roaches. Agent strongly advises Resident not to share such items with other Residents.
9. 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 Agent and the Resident.

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Resident	Date	Resident	Date
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Resident	Date	Resident	Date

ASSOCIATED BROKERS REALTY, Inc.
900 Wadsworth Boulevard, Lakewood, CO 80214-4511
Phone (303) 237-7676 Fax (303) 237-7674

NO-SMOKING LEASE ADDENDUM

*This addendum considers the "Tenant" synonymous with "Resident" in this addendum to the rental agreement.

Reference is hereby made to a lease or tenancy at will agreement ("Lease") by and between, the Tenant, including all members of Tenant's family or household ("Tenant"), and the Landlord. The following additional provisions shall be fully applicable to the Lease and made part thereof as though included within the Lease itself.

PURPOSE: Tenant acknowledges the following: smoking increases the risk of fire; smoking is likely to damage the Tenant's apartment; secondhand smoke is likely to drift from one apartment to another; exposure to secondhand smoke causes adverse health outcomes.

DEFINITIONS: Smoking shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, or other similar lighted product. The term Landlord shall include property owners and property managers.

NO-SMOKING RULE: **No Tenant shall ever smoke, nor permit anyone to smoke, in the Tenant's unit.** Smoking shall be prohibited within the building complex including, but not limited to, hallways, stairways, foyers, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds, and building facilities.

DISCLAIMER: Tenant acknowledges the following: a) that the adoption and/or enforcement of the no-smoking rule shall not make the Landlord a guarantor of Tenant's health or of the smoke-free condition of the Tenant's apartment; b) the adoption and/or enforcement of the no-smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the Tenant; and c) that Landlord's ability to police, monitor, or enforce the no-smoking rule is dependent in significant part on compliance by the Tenant and Tenant's guests. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

WITNESS the execution hereof under seal this ____ day of _____, 20__.

_____ Tenant	_____ Date	_____ Tenant	_____ Date
_____ Tenant	_____ Date	_____ Tenant	_____ Date