

## RESIDENTIAL LEASE AGREEMENT

**1. PARTIES.** THIS RESIDENTIAL LEASE AGREEMENT (hereinafter "Lease" or "Agreement") dated \_\_\_\_\_ between **Focus Real Estate Property Management, LLC** as Owner or Landlord ("Landlord"), and \_\_\_\_\_, (collectively hereinafter "Tenant"). The name and address of Landlord's Agent is **Joseph Phillips with Focus Real Estate Property Management**, address: **2340 Dayton St, CO 80010**. If this information changes in the future, Landlord or its authorized agent will notify you by email within one business day and, if applicable, will post the identity of the new landlord or authorized agent in the leasing office.

Tenant along with \_\_\_\_\_ minor persons shall be authorized occupants. Tenant's primary language is: \_\_\_\_\_

**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 Landlord is entering into this Lease in reliance on the information contained in Tenant's Rental Application and any and all other information provided to Landlord by Tenant. If at any time it is determined that such information is false or materially misleading, then Landlord 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 Landlord in writing of any subsequent change in the information provided by Tenant on Tenant's Rental Application. Landlord may provide information on Tenant or Tenant's rental history to or for law enforcement, governmental, or business purposes, and report unpaid amounts to credit agencies.

**3. TERM AND DESCRIPTION.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises known as \_\_\_\_\_ County of \_\_\_\_\_, State of Colorado, ("the Premises" or "Property"). 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 Landlord.

**4. RENT.** In addition to any other sums due under this Lease, Tenant agrees to pay Landlord monthly rent of \$ \_\_\_\_\_, commencing on the Lease Start Date of \_\_\_\_\_. Tenant shall pay monthly rent in advance without demand or notice. Rent is due on the 1<sup>st</sup> 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 Landlord via an online automated clearing house ("ACH") service through the tenant portal Landlord will provide, or at such other place or in such other manner as Landlord designates in writing. Upon written notice and regardless of Tenant's default, Landlord may require Tenant to pay Landlord all sums in one monthly payment. Tenant shall pay Landlord through an online automated clearing house ("ACH") service through the tenant portal and pay any merchant convenience fees (if applicable). Landlord does not accept payments in the form of cash, check, or other paper certified funds (i.e. cashier's check/money order). Except for late fees, Landlord shall apply on Tenant's account 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 Landlord or Landlord's Agents. If Tenant is delinquent, including paying Landlord the initial move-in charges and deposit(s), Tenant will be in material violation of the Lease.

**5. PRORATED RENT.** 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 \$ \_\_\_\_\_, which includes any prorated pet fee as/if applicable per section 31, and covers rent through \_\_\_\_\_. If at any time any prorated amounts are due under this Lease, any such prorated amounts will be calculated in accordance with this section.

**6. SECURITY DEPOSIT.** Tenant agrees to deposit with the Landlord \$ \_\_\_\_\_ as a Security Deposit, which includes any pet security deposit as/if applicable per section 31. Regardless of when given or for what purpose, any security deposit paid by Tenant is collectively hereinafter referred to as "Deposit." Regardless of the purpose of any Deposit, Landlord 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. Landlord 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 Landlord'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 Landlord. Regardless of whether specifically stated in any applicable provision of this Lease, Tenant shall always be liable to Landlord 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 Landlord such damages upon demand. Tenant's legal liability to Landlord 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 Landlord may withhold or deduct reasonable charges for cleaning from the 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. Landlord agrees within sixty (60) days after termination of this Lease, or surrender and acceptance of the Premises, whichever occurs last, to email or mail to Tenant at Tenant's last known address a written statement listing the full and specific reasons for all charges against the Deposit together with a refund of the balance, if any, of the Deposit to Tenant. Prior to vacating, Tenant shall provide in writing to Landlord and the U.S. Postal Service each Tenant's individual forwarding or last known address. If more than one person signed this Lease, Landlord may issue one check for the Deposit refund payable jointly to all Tenants, and send such check via mail to any last known address of any Tenant or, with Tenant's written consent, via electronic check to Tenant-provided bank account.

**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/Move-Out Inspection (to be completed using third party application provided by the Landlord). Tenant specifically acknowledges that no condition exists in the Premises that materially interferes with Tenant's life, health or safety. Tenant acknowledges that Landlord has provided Tenant with applicable, if any, Homeowners Association ("HOA") policies, declarations, or bylaws. 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 Move-In/Move-Out Inspection. The Move-In/Move-Out Tenant Inspection must be completed within 72 hours of occupancy. Tenant's failure to report any defects or problems with the Premises on the Move-In/Move-Out Checklist within 72 hours of move-in is and shall be a binding admission by Tenant that the items described in the Move-In/Move-Out Checklist are acceptable and in good condition. Subject to the information on the Move-In/Move-Out Checklist, Tenant accepts the Premises in "as-is" condition, without representation or warranty of any kind, whether express or implied, unless prohibited by law. 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, carpet and otherwise fully comply with Landlord's written move-out and cleaning policies, if any, which are incorporated by reference. Upon move-out, Tenant shall deliver to Landlord all keys, access cards, devices, and/or remotes (collectively "Keys") to the Premises, issued by Landlord 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 Landlord until and unless Tenant has either turned in all Keys to the Premises and Landlord has acknowledged receipt of Tenant's Keys, or Tenant has abandoned the Premises in Landlord's reasonable judgment. If Tenant fails to turn in Keys, Tenant agrees that Landlord will determine in Landlord'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/Move Out Checklist, the Property and Premises are deemed free of pests.

**8. UTILITIES.** Landlord will charge Tenant a flat rate monthly utility charge of \$\_\_\_\_\_ which will cover the Tenant's cost for water, trash/recycle and sewer expenses. Landlord will keep those utilities in the name of the property owner and property owner will then use the flat monthly fee collected from Tenant to pay for those items.

Property owner agrees to pay for (if checked): \_\_\_\_\_ **HOA dues (if any)** and \_\_\_\_\_ **Property taxes.**

Tenant agrees to pay for any and all other utilities, including related deposits and transfer charges that Landlord has not specifically agreed to pay. Tenant shall transfer into Tenant's name or account, effective on the Lease Start Date, all utilities other than the ones covered in the flat rate utility charge above (water, trash/recycle, sewer) 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 Landlord 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, Landlord 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 Landlord 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 Landlord to Tenant. Tenant shall pay to Landlord upon move-in a one-time utility transfer fee of **\$0**. Landlord 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, Landlord will attach a utility addendum to this Agreement if required by law. Landlord 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 Landlord has agreed to pay.

**9. LATE, RETURNED CHECK, EVICTION AND OTHER FEES AND CHARGES.** If Landlord 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 payment due, whichever is greater. 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 Landlord'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 Landlord 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 Landlord twenty dollars (\$20.00) for each dishonored check in addition to any applicable late fees and actual damages incurred by Landlord. Upon demand, Tenant must immediately replace any dishonored check with certified funds. Tenant agrees to pay all Sheriff's and other similar 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. Landlord may change when amounts other than rent are due by providing Tenant written notice that such amounts are payable on a different date.

**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, Landlord 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 all amounts due via the online portal or in certified funds.

**11. NOTICE TO VACATE.** Tenant shall give Landlord at least thirty (30) days prior written notice via their portal 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 Landlord rent for the entire notice period regardless of whether Tenant occupies the Premises for the entire notice period. Landlord 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 Landlord the rent. Tenant's notice to Landlord 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 accepted for by Landlord. Tenant agrees to personally deliver any notice to vacate to Landlord to guarantee the effective date of any notice. If Tenant vacates without giving notice as required in this section, Tenant shall be liable for and agrees to pay Landlord for Landlord'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 concession or discounts, charges for cleaning, repairing, repainting, or unreturned keys, or other sums due. Tenant shall pay all amounts set forth in this section, in addition to any other amounts owed by Tenant under the terms of this Agreement.

**12. INTENTIONALLY DELETED.**

**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 Landlord may have, Landlord may at Landlord'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 Landlord in Landlord'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. If Landlord does not terminate this Agreement, upon re-letting, all rent and other sums received by Landlord 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 Landlord 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 Landlord, 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 Landlord 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 Landlord may re-let the Premises without terminating this Agreement, Landlord may at any time thereafter elect to terminate this Lease for any previous breach. Should Landlord at any time expressly opt to terminate this Lease for any breach, in addition to any other remedy Landlord may have, Landlord may recover from Tenant damages Landlord may incur by reason of such breach, including the costs of recovering the Premises, including any reasonable attorneys' fees and costs. If Tenant defaults, Landlord 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 Landlord's property due to Tenant, or with Tenant's knowledge or consent, breaches the Lease. If Tenant defaults, Landlord shall have all remedies provided for in this Agreement and at law. In the event Tenant defaults under this Lease and Landlord or Landlord's property management company, employees, or agents is required to address such default, Tenant will be charged any other fee or damages incurred by Landlord.

**15. ATTORNEY'S FEES- COLLECTION RELATED COSTS - JURY WAIVER. Landlord and Tenant agree that any action or proceeding in which Landlord 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 Landlord 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 Landlord agree that a court in any subsequent action between Tenant and Landlord shall make that determination. 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 Landlord 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 Landlord's final accounting until such time Tenant pays all outstanding amounts. **Cap on Attorney's Fees**  (check if applicable) The attorneys' fees and costs awarded to the prevailing party shall not exceed \$2,500.00.

**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 Landlord 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 Landlord full authority to immediately dispose of same without notice, court order, accountability or liability. Tenant shall indemnify Landlord, and Landlord'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 Landlord or any other indemnified in connection with Landlord's removal of any property.

**17. HOLDING OVER.** Landlord may terminate Tenant's tenancy in accordance with state law. If with the consent of Landlord, 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 of 125% of the rent. The month-to-month fee is not rent or additional rent but consideration paid by Tenant to Landlord 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 Landlord agrees to a new Lease term, Tenant will no longer be liable for paying the month-to-month fee. If either Tenant or Landlord gives notice to vacate, Tenant shall not be permitted to retract the notice and shall vacate on or before the date specified in the notice. If without the consent of Landlord, 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 Landlord rent in the amount of two (2) times the daily rent calculated by using the monthly rent from the preceding month.

**18. DELAY IN DELIVERY OF POSSESSION AND FAILURE TO PAY UPON LEASE START DATE.** If Landlord does not deliver possession of the Premises on or before the Lease Start Date for any reason, Landlord 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 Landlord delivers possession to Tenant. If Landlord does not or cannot deliver possession of the Premises within seven (7) days of the Lease Start Date, either Tenant or Landlord may thereafter terminate this Lease by written notice. If for any reason, including but not limited to, Landlord's unilateral mistake, Tenant fails to pay any amount due under the Lease prior to moving in, Tenant shall be in default and Landlord 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 Landlord, or by Landlord'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 Landlord's business operations, or communicate with the Landlord or Landlord's representatives in an unreasonable, harassing, rude, or hostile manner, including times, manner and amount of communications, or injure Landlord's reputation by making bad faith allegations against Landlord to others. Landlord may require Tenant to only communicate in writing if Tenant communicates with the Landlord in a hostile or harassing manner. 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. Landlord 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 Landlord. Only authorized occupants shall occupy the Premises. Landlord follows all applicable local laws regarding occupancy limits. Landlord 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 Landlord's demand, Tenant shall provide to Landlord any information necessary to establish the residence of any person who appears to be residing at the Premises in Landlord's reasonable judgment. If Landlord 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 Landlord 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.

**20. NUISANCE.** If the Landlord 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 Landlord 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. Landlord 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 Landlord all costs, damages, sums, or other amounts, including reasonable attorneys' fees and costs incurred by Landlord, levied or assessed against the property or Landlord because of Tenant.

**21. MAINTENANCE OF PREMISES BY LANDLORD. Every tenant is entitled to safe and healthy housing under Colorado's warranty of habitability and a landlord is prohibited by law from retaliating against a tenant in any manner for reporting unsafe conditions in the tenant's residential premises, requesting repairs, or seeking to enjoy the tenant's right to safe and healthy housing.** Landlord shall be responsible for all exterior repairs and maintenance to the Premises except as otherwise specifically set forth in this section and sections 23 through 26. Landlord 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, as well as any applicable fire extinguishers or other alarms or detectors. 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 on a temporary basis. Tenant further agrees to give immediate written notification to Landlord if the safety devices malfunction or are missing. These responsibilities are in effect throughout Tenant's occupancy. In addition, Landlord will not maintain, clean, or repair humidifiers, water filter systems, grills, propane tanks, ice makers, or any items that are Tenant's personal property.

**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 Landlord for the cost of any repair or maintenance caused by Tenant or its guests or invitees. 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. Tenant must change the furnace filter every 3 months. Toilets and sinks are to be used only for the purpose for which they are intended. As of the date of this Agreement, Landlord warrants to Landlord's actual knowledge 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 Landlord'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 Landlord'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 Landlord of any air conditioning or heating malfunctions, visible moisture accumulation, mechanical problems, plumbing problems, water leakage, or mold growth.

**23. LANDSCAPING.** Unless cared for by the HOA, 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 Landlord 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. Landlord 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 Landlord, proper personnel will be hired by Landlord 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 Landlord 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.

**24. REPAIRS AND MALFUNCTIONS.** For any repair that is the Landlord'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 Landlord, except in the case of emergency when oral requests for repairs to the Landlord will be accepted. Tenant shall always pay Landlord 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 Landlord 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 Landlord 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. Landlord 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 Landlord. If Landlord makes any repair or performs any maintenance on Tenant's behalf, Landlord 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 Landlord immediately of any such circumstances, situation, malfunction, or necessity for repair. All repair requests should be submitted in writing to Landlord through the online tenant portal. Pictures *must accompany* the request to help expedite service. After any request for repair by Tenant, or during the making of any repair by Landlord, the Lease shall continue in full force and effect and the rent shall not abate, unless permitted by law. In making any repair or maintaining the Premises or property, Landlord may temporarily turn off equipment and interrupt utilities to the Premises or property, or temporarily take any additional action reasonably necessary, in Landlord'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. You can mail or personally deliver written notice of an uninhabitable condition to the following address: 2340 Dayton Street, Aurora, CO 80010, by email at the following email address: TenantServices@focus-rentals.com, or through our online tenant portal or platform with a web address of: [www.appfolio.com/login](http://www.appfolio.com/login).

El inquilino puede enviar por correo o entregar personalmente un aviso por escrito de una condición inhabitable a la siguiente dirección: 2340 Dayton Street, Aurora, CO 80010, o por correo electrónico a: TenantServices@focus-rentals.com, o a través de nuestro portal o Plataforma para inquilinos en línea por nuestra página de web: [www.appfolio.com/login](http://www.appfolio.com/login).

**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 Landlord, and shall indemnify Landlord against losses arising out of any such claim or claims including, without limitation, reasonable attorneys' fees and costs of court.

**27. LIABILITY.** Tenant, Tenant's family, occupants, guests, invitees, or any person entering on or about the Premises due to Tenant (hereinafter collectively "Tenant") assume any risk(s) whatsoever of damage or injury, whether to person or property, loss, or destruction of property, in connection with Tenant's occupancy of the Premises or in association with Tenant's use of the Premises (hereinafter "Risks"). Such Risks include but are not limited to damage or injury caused by third parties, fire, smoke, water, water leaks, ice, snow, lightning, explosions, mold, infestation, theft, vandalism, weather or natural elements, interruption of heating/cooling, utilities, and plumbing systems. Landlord, Landlord's Agent, and their affiliates and contractors have 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 LANDLORD'S INSURANCE AND BECAUSE OF THE RISK ASSUMED BY TENANT UNDER THIS LEASE AND SECTION, LANDLORD REQUIRES TENANT TO SECURE ADEQUATE RENTER'S INSURANCE AND LIABILITY INSURANCE TO INSURE AND PROTECT TENANT AGAINST RISK OF LOSSES, LISTING LANDLORD, LANDLORD'S AGENT, AND THEIR AFFILIATES AND CONTRACTORS AS ADDITIONALLY INSURED.** To the greatest extent permitted by law, Landlord, Landlord's Agent, and their affiliates and contractors shall not be liable to Tenant, even for negligent acts or omissions of Landlord, Landlord's Agent, or their affiliates or contractors, 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 Landlord, Landlord's Agent, and their affiliates and contractors harmless and to indemnify Landlord, Landlord's Agent, and their affiliates and contractors, 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, Landlord's Agent, and their affiliates and contractors, and their insurers. No employee, Landlord, Landlord's Agent, management company, or their affiliates or contractors 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 Landlord's employees, Landlords, Landlord's Agent, management companies, and their affiliates and contractors."

**28. LANDLORD'S ACCESS.** Landlord 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 Landlord determines in its sole discretion. No entry by Landlord shall constitute an eviction in whole or in part at any time, nor shall Landlord be liable to Tenant for any inconvenience or discomfort, and the rent shall not abate during any period that Landlord enters. Landlord may enter, regardless of whether Tenant is present, by duplicate key, or other means when necessary or in the event of an emergency. Tenant agrees Landlord is not required to provide 48 hours' notice to inspect and treat the Premises for bed bugs. Landlord 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 Landlord 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 Landlord'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, Landlord may install a key box at the Premises for the purpose of showing prospective tenants the Premises. Landlord 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. Landlord 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.

**29. ASSIGNMENT.** Landlord may assign this Lease. Tenant shall not assign this Lease, sublet the Premises, or any part thereof, without the prior written consent of Landlord, which consent may be withheld in Landlord'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 the property management agreement between the property owner and Landlord be terminated for any reason, the owner of the property, or the property owner's assignee, will become the Landlord upon notification to the Tenant. Upon termination of the agreement between Landlord and the property owner, Landlord will transfer the Deposit held by Landlord to the property owner or the property owner's assignee. Upon assignment of the Deposit to the property owner, Landlord shall be absolved of any Deposit disputes or claims and the Tenant hereby indemnifies and agrees to hold Landlord, its officers, employees, agents, and all other related persons harmless from all claims, actions and compensation whatsoever related to the Tenant's Deposit.

**30. JOINT and SEVERAL LIABILITY.** Each person executing this Lease as Tenant 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, Landlord 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 Landlord. If Landlord agrees to permit Tenant an animal ("pet"), both Tenant and Landlord must sign a separate pet agreement or addendum. All Tenants must register with [www.petscreening.com](http://www.petscreening.com), including Tenants that don't currently have a pet. Tenant is responsible for any fees associated with the pet screening profile, including renewal fees. All pets must be current on vaccinations and licensing as required by the City in which they reside. Tenant in this case understands there is a refundable



Pet Deposit of \$\_\_\_\_\_ and monthly Pet Fee of \$\_\_\_\_\_. The refundable Pet Deposit is part of the total Deposit outlined in section 6.

Tenant's bringing into or onto the Premises or the keeping or possession of any animal for any duration without Landlord's written consent shall constitute a violation of this Lease. In any action brought by Landlord to enforce this section, Tenant shall bear the burden of proof regarding any pet's status or removal.

**32. SMOKING.** Smoking in the Premises is not allowed unless this section is signed by Landlord 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.

Landlord's signature allowing Tenant permission to smoke in the Premises follows: NA Landlord Dated: NA

**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 applicable law, Landlord or Tenant may, at their option, upon written notice to the other, terminate this Lease in accordance with law, or Landlord may repair 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 Landlord for any amounts due under this Lease, plus all damage caused by such negligent or intentional conduct. Except as required by law, Landlord has no obligation to provide suitable substitute accommodations, nor is Landlord 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, Landlord 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 Landlord.

**34. VEHICLES AND PARKING.** Notwithstanding anything to the contrary, Tenant agrees that Landlord 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. Landlord'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 Landlord. Changing oil or performing mechanical repairs is prohibited. Any vehicle that in Landlord'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. Landlord may relocate any vehicle as necessary to complete repairs on the Property. To the fullest extent permitted by law, if Landlord tows any vehicle, Tenant shall be liable for and pay Landlord or any other person all costs and expenses incurred or associated with any towing, and Tenant agrees to hold Landlord harmless and indemnify Landlord 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 Landlord'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 Landlord'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 Landlord'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 Landlord may accept any such payments and Landlord's acceptance of the same shall not be a waiver of Landlord's rights on any notice or demand for non-compliance for breach of a non-monetary covenant. When Landlord's consent is required, Landlord's consent in one or more instances shall not be deemed continuing consent or relieve Tenant of obtaining Landlord's consent in the future.

**36. FAIR HOUSING.** Landlord is dedicated to honoring Federal and state fair housing laws. 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 Landlord 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. Landlord requests that Tenant make all requests for reasonable accommodations and modifications in writing. 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.

**37. ENTIRE AGREEMENT – WAIVER – MISTAKE – SEVERABILITY.** This Lease contains the entire Lease between the Landlord and Tenant and may not be modified in any manner except by an instrument in writing signed by both Tenant and Landlord. Tenant acknowledges that neither Landlord nor any of Landlord's representatives have made any oral promises or representations not contained herein, and that Landlord'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 Landlord 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 Landlord to execute or re-execute any document necessary to correct any such mistake or error upon demand by Landlord. 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 Landlord or Tenant equal or reciprocal rights.

**38. ADDENDUMS.**

The following attached documents hereby become additional provisions to this Lease:

- A Drug-Free / Crime-Free Addendum
- B Mold Prevention Addendum
- C Pet Addendum
- D Asbestos Addendum
- E Brokerage Disclosure to Tenant
  
- G Pet Addendum
- H Lead-Based Paint Disclosure (*if Property built before 1978*)

**39. BINDING EFFECT.** This Lease shall be binding upon and inure to the benefit of Landlord 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. Landlord shall not be legally bound by this Lease until Landlord 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.

**40. ACKNOWLEDGEMENTS; COPY OF LEASE.** By signing this Lease Contract, Tenant acknowledges that: (a) Tenant received a disclosure from Landlord about Landlord's application fees prior to Tenant submitting a rental application; (b) Tenant received a receipt from Landlord for any application fees and deposits Tenant paid at the time of Tenant's application; and (c) Tenant received any statutorily required disclosures from Landlord regarding any known pest control issues affecting the Premises. Tenant agrees that if Tenant fails to notify Landlord within ten (10) days of executing this Lease that Tenant did not receive a copy of the fully executed Lease from Landlord, Tenant's failure to notify Landlord shall be considered Tenant's acknowledgment of receiving a copy of the fully signed Lease.





## ADDENDUM B - MOLD PREVENTION

This is an Addendum to the Lease dated \_\_\_\_\_ (the "Lease Date"), by and between **Focus Real Estate Property Management, LLC** (*Landlord*) and (*Tenants*) \_\_\_\_\_, (collectively hereinafter "Tenant"), for the premises known as \_\_\_\_\_, County of **Denver**, State of Colorado ("Premises").

It is the goal of \_\_\_\_\_ (*Landlord*) 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



**ADDENDUM C - PET ADDENDUM (p. 1 of 2)**

This is an Addendum to the Lease dated \_\_\_\_\_ (the "Lease Date"), by and between **Focus Real Estate Property Management, LLC** (*Landlord*) and (*Tenants*) \_\_\_\_\_, (collectively hereinafter "Tenant"), for the premises known as \_\_\_\_\_, County of **Denver**, State of Colorado ("Premises").

Tenant understands all pets that will be on the property must be screened through Petscreening.com, a third party pet screening company. Landlord relies on Petscreening.com to screen household pets, validate reasonable accommodation requests for assistance animals and confirm every resident understands the Landlord's pet policies. All applicants, even those without pets, are required to create a Petscreening profile. (Note: Tenants currently without pets can complete this profile at zero cost.).

Tenant acknowledges the following pets are the only pets approved to be on the premises:

1. Pet #1 is a full-grown \_\_\_\_\_, which is approximately \_\_\_\_ years of age, weighs \_\_\_\_ pounds and is named \_\_\_\_\_.

Pet #2 is a full-grown \_\_\_\_\_ which is approximately \_\_\_\_ years of age, weighs \_\_\_\_ pounds and is named \_\_\_\_\_.

2. Said pet(s) has been properly licensed and inoculated for rabies and other usual inoculations for the type of animal.

3. Regardless of Tenant's breed representation or classification above, Tenant agrees that Landlord shall make the final determination as to the breed of Tenant's pet(s) in Landlord's sole and absolute discretion if a dispute regarding breed arises. Tenant further agrees that pit bulls are banned from the Premises and Community (if applicable), and shall not be allowed at any time. Pit Bull shall have the broadest possible meaning and includes but is not limited to any dog that is an American Pit Bull Terrier, Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying the majority of physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing the majority of physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds, or any dog that is defined as a pit bull by any law, statute, or ordinance.

4. Permission to keep a pet is restricted to the particular animal pet(s) described above and does not extend to any other animal whatsoever. Tenant agrees that Tenant must obtain Landlord's approval for any additional or different pet(s) not specifically listed in this Addendum and pay Landlord any applicable fee, charges, or pet fee associated with any additional or different pet(s). Tenant agrees that Landlord may terminate Tenant's occupancy rights in the Premises after ten (10) days written demand for compliance if Tenant harbors any pet, including any visiting pet, for any duration that is either not expressly approved in writing by Landlord or that is not covered by a written Pet Addendum.

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





**ADDENDUM D - ASBESTOS (p. 1 of 3)**

This is an Addendum to the Residential Lease Agreement dated \_\_\_\_\_ (the "Lease"), by and between **Focus Real Estate Property Management, LLC** (hereinafter "Owner") and \_\_\_\_\_, (collectively hereinafter "Tenant"), for the premises known as \_\_\_\_\_ County of **Denver**, State of Colorado ("Premises").

**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 premise 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.

**ADDENDUM D - ASBESTOS (p. 2 of 3)**

**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 re-enter 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.



