

Property Management Services & Solutions
700 McGraw Drive
Fort Collins, CO 80526
(970) 672-8550

Lease

This Lease is made this ____ day of _____, 20____, by and between Property Management Services & Solutions, Agent for Landlord, whose address is 700 McGraw Drive, Fort Collins, Colorado 80526 phone (970) 672- 8550, and

Tenant(s): _____

The Landlord and Tenant(s) (herein also referred to together as "Resident") agree that :

1. That Landlord has on this day leased to Resident the premises known and described as : _____ in the city of _____, County of _____, State of Colorado (herein "premises"), to be occupied as a residence by said Resident and no other persons upon the terms and conditions set forth in the Lease. The premises is not fully furnished. The term of this Lease shall be from 12:00 Noon on _____, 20__ to 12:00 Noon on _____, 20____.

2. A. Resident shall give sixty (60) days written notice before the end of the Lease period of statement of intent to vacate or desire to remain in the premises following completion of the lease period. Should Resident fail to give sixty (60) days written notice of intent to remain or vacate the premises, Landlord will presume that Resident will vacate, and all rights of Resident to possession of the premises following completion of the Lease term shall terminate. Notwithstanding the fact that Resident may have given sixty (60) days written notice of intent/desire to remain or vacate the premises, Resident's rights to possession of the premises following completion of the Lease term shall be contingent upon execution of a new Lease agreement, and in the absence of such new Lease agreement, they shall be deemed to be a tenant from day-to-day and shall be obligated to pay the Landlord the sum of one hundred and fifty dollars (\$150.00) per day as rent for each day they remain upon the premises following the completion of the Lease term. Resident shall also be liable for any other expenses incurred by Landlord as a result of the Resident's failure to vacate the premises by the end of the Lease term, including any payments to any new tenant who has leased the premises but is unable to take possession.

B. If this Lease has no specific term, it will be deemed a month-to-month tenancy only, either party will give notice thirty (30) days before the end of any rental month before terminating the Lease. All notices must be in writing.

C. Any personal property left in the Leased premises after the Resident vacates the premises shall be deemed abandoned. Resident agrees that the Landlord shall not be liable in any way for any destruction, conversion, or disposition of any such personal property abandoned by the Resident.

3. The Resident shall pay to Agent for Landlord a total of \$ _____ as rent for the term stated, at the rate of \$ _____ per month, payable in advance on the FIRST DAY of each month, plus a service charge of one hundred and fifty dollars (\$150.00) for late payment received by Landlord after 5:00 PM on the second day of each month when the rent is considered delinquent. **Rent shall be accepted in one check only. A \$10.00 fee will be assessed for each additional check received for processing during a one month period.** A charge of one hundred and fifty dollars (\$150.00) will be made to cover extra costs of handling any "non-sufficient funds" checks or any checks returned by the bank plus any additional bank fees assessed to our bank account. If a "non-sufficient funds" check is received, future payments from said Resident must be made in cash or certified check to clear account.

First month prorated rent is \$ _____

Pg 1 Initials: _____

4. Smoking is not allowed on the premises. Smoking will cause immediate, irreparable, and difficult-to-calculate damage to the Leased Premises. If this provision is violated, Tenant agrees to pay Landlord \$500.00 as additional non-refundable deposit, in addition to any actual damages suffered by Landlord to clean up after move-out. Such amount represents a reasonable good faith estimate of the damages that would be suffered by smoking in the Leased Premises. The foregoing provision applies to the smoking of any substance, whether legal or illegal, including, but not limited to, tobacco, marijuana, or methamphetamines. Medical Marijuana is also NOT PERMITTED. Tenant shall not be permitted to smoke or cultivate marijuana in the Leased Premises, even if licensed by the State of Colorado to possess, consume, or cultivate medical marijuana. The possession, consumption and cultivation of marijuana remains a violation of federal law.

The following pets will be allowed:

Keys provided at time of move-in:

5. The Resident shall arrange prior to occupancy for billing to Resident's address and his/her name and be responsible to pay for the following utilities, during the term of this Lease and any renewal of the Lease:
[Water/Sewer: _____] [Gas: _____] [Electricity: _____] [Cable: _____] [Trash pick-up: _____]

Notice: A seventy five dollar (\$75.00) service charge will be assessed to the Resident should Resident fail to put utilities in his/her name prior to occupancy, and if Resident fails to maintain utilities in their name through the end of lease agreement. Resident agrees that all utilities specified above are the responsibility of the Resident and will not hold the Landlord liable for any problems with the utilities such as loss of water, sewer, gas, electric, telephone and cable.

6. A. The Resident's required security damage deposit is: \$ _____.

B. The Resident has paid the damage deposit in the amount of \$ _____, no later than _____, 20____, to be held by Property Management Services & Solutions, 700 McGraw Drive, Fort Collins, Colorado 80526. Security damage deposit has been received in full : [Yes: ___] [No: ___]

The Resident agrees that the security deposit may be transferred upon the happening of certain events, e.g. the sale of the premises, or the naming of a new property manager in place of agent. The security deposit does not relieve Resident of the obligation to pay all rent hereunder, including the last month's rent, and in no event shall Resident set-off any rent against the security deposit. Any attempt by Resident to set-off amounts due hereunder against the security deposit shall be a breach of this Lease and shall entitle Landlord to all of the rights and remedies set forth in paragraph 19 below, or as provided by law.

C. Resident's security damage deposit shall be returned within sixty (60) days after the expiration or termination of this Lease or surrender and acceptance of the premises, less the cost of repairing any damage (except ordinary wear and tear) caused by the Resident or anyone acting under Resident control, the cost of cleaning the unit, and any rent, utilities, attorney fees, or other charges due.

D. Resident hereby agrees to have all carpets on leased premises professionally steam cleaned by Property Management Services & Solutions' professional carpet cleaning company, and agrees that the reasonable cost thereof will be automatically deducted from the damage deposit.

E: Resident hereby agrees to have all general cleaning on leased premises professionally cleaned by Property Management Services & Solutions' cleaning company upon expiration or termination of this Lease, and agrees that the reasonable cost thereof will be automatically deducted from the damage deposit.

Pg 2 Initials: _____

7. The Resident shall:

Pay all rents promptly when due to the Landlord at Property Management Services & Solutions, by mail or in person at 700 McGraw Drive, Fort Collins, Colorado 80526.

Make no alterations, installations, repairs, redecorating (including painting) of any kind without first obtaining written permission from Landlord.

Keep the apartment/house/grounds in a clean and sanitary condition. Grounds maintenance, including lawn care shall be the responsibility of the Owner(s), unless otherwise specified herein. If the yard care shall be the responsibility of the Resident, it is required that the yard receive weekly maintenance, including watering, mowing and trimming. If yard care is neglected by Resident, the Landlord may, without notice contract the yard care to be done at the expense of the Resident. Walks shall be kept free of hazardous objects, ice and snow at all times. If such responsibility is neglected by the Resident, fines imposed upon the property from the City of Fort Collins will be assessed to the Resident for payment. [Lawn Care: _____] [Snow Removal: _____]

Tenant shall refrain from acts or practices which create noise that disturbs neighbors.

Minor maintenance such as replacing accessible light bulbs and toilet plunging is the Resident's responsibility.

Tenant shall be responsible for liability, theft or accidents in their own unit unless caused by Landlord's gross negligence or intentional acts. Guests shall be limited to a maximum of two overnights per month.

Not permit non-operable or non-licensed vehicles to be kept on the premises. Any vehicle parked on the lawn may be towed away at TENANT'S EXPENSE. Any resulting damage to lawn, shrubbery, or sprinkler system caused by Tenant/guest vehicles shall be expensed to Tenant.

Give prompt notice of any maintenance needs to the Landlord at (970) 672-8550 . Failure to do so may result in resident charges.

Resident shall at all times remain in compliance with the laws and ordinances of the City in which the premises is located, the State of Colorado, and the United States of America.

8. The Landlord shall be responsible for the following maintenance duties during the term of this Lease: Repairs to the exterior of the premises, repairs to sewers, heating, all appliances, wiring and plumbing facilities repairs to all common areas, and keeping premises free from vermin and rodents when such conditions are known to exist. Resident shall be responsible for any of the above items if they are made necessary by acts of the Resident or the Resident's guests. Resident(s) shall be responsible for repairs or replacements of any washing machine or drying machine provided by the Landlord on the premises unless otherwise specified herein: [Washer: _____] [Dryer: _____]

9. The Landlord warrants the premises are in habitable condition. If the building is destroyed and/or the premises is made untenable by fire or other causes, the Landlord or Resident shall have the right to terminate this Lease, and Landlord will refund the unused portion of any prepaid rents. Resident will be responsible if the building is destroyed and/or the premises is made untenable by acts of the Resident or guests.

10. The Landlord or the Landlords agent(s) shall have the right to enter the leased premises for the following purposes: inspecting the premises for damage or needed repairs, without intruding into Resident's personal effects, making necessary repairs or improvements, and exhibiting the premises to prospective tenants, purchasers or mortgagors. Such entry may be made after reasonable advance notice of no less than twenty four (24) hours, stating time and purpose of entry. Entry may be made without prior notice if the Landlord or Agent reasonably believes that an emergency exists, such as fire, broken water pipes, or any occurrence that may lead to significant property damage.

Pg 3 Initials: _____

11. The Resident may not assign or sublet the leased premises or any part of it, for any part of the term of this lease unless written consent of the Landlord is granted, which consent shall not be unreasonably withheld, and which shall not relieve the Resident of further liability for rent or conditions of this Lease. **Sub-lease fee is \$700.00.**

Roommate changes and additions, other than at the end of the tenancy, are subject to a \$250.00 charge each. In the event all current Residents move out, a new lease will be required of the new tenants, and a \$700.00 administrative fee will be charged to current Resident for the transition to a new lease. Advertising costs involved in the sublease shall be the current Resident's responsibility.

12. All notices to quit and evictions shall be issued in conformity with the law of the State of Colorado.

13. In the event of any legal action regarding this lease, the losing party shall pay the prevailing party reasonable attorney's fees and court costs to be fixed by the court wherein such judgment shall be issued.

14. The Resident hereby agrees that any interest earned by funds held in trust shall be retained by the Landlord.

15. Resident agrees to accept the premises in their present condition except as stated in the move-in form.

16. A move-in inspection form shall be completed by Resident within five (5) days of the date of occupancy and returned to the Landlord for verification, and then made part of this lease. Any disputed conditions shall be resolved promptly by agreement of the parties.

17. It is hereby agreed that in the event it is necessary to cut off and stop heat, water, gas or electricity, on account of repairs, the Landlord or servicing utility company shall be at liberty to do so without rendering the Landlord liable to any damages or offset by reason thereof.

18. The Resident shall not have the right to cancel the lease without consent of the Landlord. Resident agrees that in the event Landlord retakes possession of the premises prior to the end of the lease term provided for herein, except after cancellation of the lease with the prior written consent of the Landlord, Landlord shall be entitled to the sum of \$700.00 as compensation for the time and effort which will be incurred by Landlord in attempting to release the premises. Sub-lease fee is \$700.00. Until a new tenant is located, Resident will be responsible for the rental payment through the end of the current lease agreement.

19. If the Resident fails to pay any rent installment when due or violates the lease or the rules and regulations, the Landlord may without terminating this lease, take possession of the premises and furnishings, and rent the same upon such terms and conditions as Landlord thinks best, making such repairs as may be required, giving credit to Resident for the net rent proceeds actually received, less expenses for repairs and releasing.

Resident agrees that termination of his/her right to possession shall not terminate his/her obligation under this lease. In the event it becomes necessary for Landlord and/or Property Management Services & Solutions to prepare eviction papers, Resident must pay \$200.00 document preparation fee along with incurred court costs, and reasonable attorney fees shall be awarded to the prevailing party in the eviction.

Only one copy of the lease agreement shall be provided, per residence. Additional copies will be available at \$20.00 per set.

The City of Fort Collins Occupancy Limits Disclosure is made a part to this lease. Resident acknowledges receipt of same and agrees to comply with this Occupancy Limits by the City.

20. There will be a \$500.00 fine, per occurrence, for any police calls to the property for which attendance or participation of any sort is requested of Landlord or its agents.

Pg 4 Initials: _____

21. Additional:

This lease and written notations upon it constitute the entire lease agreement between the Landlord and/or Agent, and the Resident.

LANDLORD: PROPERTY MANAGEMENT SERVICES & SOLUTIONS:

TENANTS – RESIDENTS:

By: Vicky Fanea-Burnett, Agent for Landlord

