

RESIDENTIAL LEASE AGREEMENT

SUMMARY OF LEASE TERMS:

Date: XX/XX/2019

Address of Townhome: 280 E. Washington, Hayden Colorado 81639

Resident Name(s): ("Tenant," "you" or "your")

Landlord: Brinkman Properties, LLC PO Box 773012, Steamboat Springs, CO 80477 ("Landlord", "we", "us")

Lease Term: Start Date: (beginning at 12:00 p.m.) End Date: (expiring at 12:00 p.m.)

Lease Type: By the Unit

SUMMARY OF RENT, FEES & DEPOSITS:

(a). Base Rent for the Lease Term: \$ payable in monthly installments of \$

(b). Additional Monthly Fees / Additional Rent (If Applicable): N/A

Total Monthly Installment of Base Rent, Fees and Additional Rent: \$ ("Rent")

(c). Initial Fees and/or Deposits (If Applicable):

Application Fee	\$50.00
(non-refundable)	
Security Deposit	\$
<b>Total Initial Fees and/or Deposits:</b>	<b>\$</b>

The first month's Base Rent plus Additional Rent, prorated as appropriate, is \$ for calendar days.

(d). Keys and Access Cards

You are provided, 1.00 Townhome key(s).

Lost Key Fee: \$45.00

(e). Parking

A private driveway is available out front of the main entry door. A single car, or two cars in tandem can be parked in this space. Snow removal of each unit driveway is NOT provided by landlord.

x

Tenant

THIS RESIDENTIAL LEASE AGREEMENT ("Lease" or "Agreement") is made in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, by and between Brinkman Properties, LLC, a Colorado limited liability company, as owner (hereinafter "Landlord") and the following person(s) (hereinafter "Tenant(s)"),

The terms "you" and "your" refer to all Tenants and residents listed above. The terms "we," "us," and "our" refers to the Landlord or any of owner's successors' in interest or assigns. Written notice to or from the Landlord (or the Owner) constitutes notice to or from us. If anyone else has guaranteed performance of this Lease, a separate Lease Contract Guaranty for each guarantor is incorporated herein by reference.

**GENERAL INFORMATION**  
**MOVE IN**

1. Landlord leases to Tenant(s), and Tenant(s) lease from Landlord, UNIT X, E. Washington, 280 Hayden Colorado 81639 for use as a private residence only.

2. **LEASE TERM.** The term of the Lease begins on the Start Date and ends on the End Date as set forth in the Summary of Lease Terms above. This Lease contract will automatically renew month-to-month unless either party gives at least sixty 60 days written notice of termination or intent to move-out as required by Section 25 (Move- Out Notice). You cannot occupy or otherwise move into the Premises until we have received the following: (1) the first monthly installment of Rent and all Deposits set forth in the Lease Summary; (2) an executed copy of the Lease, associated lease documents and addendums; (3) proof that you have obtained the insurance required by Section 9; and (4) a copy of the Guaranty, if required under Section 6.

3. **RENT AND CHARGES.** The Rent for the Premises is the total sum of the Base Rent, payable in monthly installments as set forth in in the Summary of Rent, Fees and Deposits ("Base Rent"), plus the Additional Monthly Fees/Additional Rents similarly set forth in the Summary of Rent, Fees and Deposits, above (collectively "Rent"). All installments of Rent shall be due and payable on or before the first day of each calendar month, beginning on the Start Date without notice or demand. Rent is payable at the Landlord Address listed above, or online on the Landlord's designated online payment site, or such other payment method or address designated by Landlord. The Tenant(s) shall have no right to withhold or set off any Rent due Landlord.

You must pay your Rent on or before the 1<sup>st</sup> day of each month (due date). Rent is considered late if received after 4:30 p.m. on the third (3<sup>rd</sup>) day of the month. We may, at our option, require at any time, that you pay all Rent and other sums by certified or cashier's check, money order, or one monthly check rather than multiple checks. Cash will not be accepted under any circumstances. Each Tenant is responsible, jointly and severally, for the full payment of all Rent under this Lease, even if Landlord, in its' sole and absolute discretion, elects to accept multiple checks or payment from the multiple resident(s).

If you do not pay all Rent on or before the third (3<sup>rd</sup>-) day of the month, you will pay an initial late charge of \$40.00 plus a late charge of \$10.00 per day up to \$150.00. You will also pay a charge of \$25.00 for each returned check, plus initial and daily late charges from delinquency date, until we receive acceptable payment. If you are delinquent, all remedies under the Lease are authorized.

At our option, we can accept a partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder, regardless of whether or not you have made notations on checks or money orders and regardless of when the obligation came about.

4. **SECURITY DEPOSIT.** You shall pay to Landlord a Security Deposit in the amount set forth in in the Summary of Rent, Fees and Deposits by the earlier of (i) 14 days from the execution of this Lease; or (ii) the Start Date. If at any time during the term of this Lease Tenant(s) shall be in default of any term of this Lease, Landlord shall have the right, without being so obligated, to use said deposit, or as much thereof as may be necessary, in the payment of any rent or other damages due Landlord, but in no event shall Tenant(s) be released from liability for the difference between the amount of the deposit so applied and the total amounts due Landlord. If any portion of the deposit is so utilized, Tenant(s) shall, within seven (7) days following receipt of Landlord's notice, deliver to Landlord sufficient funds to restore the deposit to its original amount. **The security deposit may not be used by Tenant(s) to set off any month's rent, including the last month of occupancy.**

You shall pay to Landlord the non-refundable deposits set forth in the section (c) of the Summary of Rent, Fees and Deposits set forth above contemporaneous with the Security Deposit.

5. **OCCUPANTS.** Tenant(s) shall always comply with the Town of Hayden Municipal Code.

6. **GUARANTY.** You **are not**, required to provide a signed parental or sponsor's guaranty (the "Guaranty"). You still must pay us Rent and are bound by all the other obligations of this Lease even if we require a Guaranty. The Guaranty is just an additional assurance to us that the Rent is paid and the other obligations under this Lease are performed. If the person who signs the Guaranty (the "Guarantor") is unable to sign in the presence of our authorized employee, then the person who signs must attach a copy of their driver's license or other government-issued photo identification. If a Guaranty is required, the Guaranty must be signed and returned to Landlord by the earlier of (i) fourteen (14) days after the date of this Lease or (ii) the Start Date.

7. **KEYS AND APPLIANCES.** You will be provided 1.00 Townhome key(s). Your Townhome is furnished with appliances as stated in the Inventory and Condition Form. A rekeying charge of \$45.00 will be charged and due when the locks are rekeyed if you lose a key.

### **WHILE YOU ARE A RESIDENT**

8. **UTILITIES.** The Landlord will pay the following utilities on behalf of the Tenant: **NONE**. The Landlord will not be liable for any interruption, surge or failure of utility services (including internet and cable access) to the Premises, Townhome or Community or for any damage directly or indirectly caused by the interruption, surge or failure.

You agree not to tamper with, adjust, or disconnect any utility or sub-metering system or device, including the furnished wireless access terminal/ brocade. Violation of this provision constitutes a violation of the Lease and will entitle Landlord to exercise all remedies available under the Lease.

**Cable and Internet Service** Cable and internet is **NOT** provided by landlord. If cable and internet service is not provided by the landlord, Tenant will be responsible for obtaining cable and/or internet services directly through a cable and/or internet provider. Landlord shall have sole discretion to select the utility providers, except where prohibited by law. Satellite dishes are not permitted on balconies or attached to the exterior of the building, unless authorized by Landlord in writing. We are not responsible for providing a secure internet service or connection and we recommend that you take reasonable and necessary steps to secure your device and information stored on your device, including but not limited to the purchase of anti-virus, firewall, or other software. We are not liable or responsible for any breach of security or any resulting damage caused by such breach and are otherwise not liable for any illegal activity conducted online through the internet service provided.

Landlord is not responsible or otherwise liable for any interruption in internet or cable service, and Tenant(s) shall not be entitled to a refund or credit against their Rent for any such interruption in service.

9. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane negligence or other residents, occupants, or invited/uninvited guest or vandalism unless otherwise required by law.

You will maintain insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like and provide Landlord with evidence of such insurance within forty-eight (48) hours of written request.

10. **LOCKS AND LATCHES.** You must notify us immediately of any inoperable door, window, latch, or lock. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move in. You may at any time ask us to change or rekey locks or latches during the lease term. We must comply with those requests, but you must pay for them. You must pay for all repairs or replacements arising from misuse or damage to keys or electronic devices by you or your or guests during your occupancy.

11. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written Townhome rules and community policies, including instructions for care of our property. Our reasonable changes to written rules are effective immediately, if they are distributed and applicable to all units in the Townhome community.

12. **LIMITATIONS ON CONDUCT.** The Townhome must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. All storerooms, common areas, parking, and similar areas must be used with care in accordance with Townhome rules and posted signs. You, your occupants, or guests may not anywhere in the Townhome community: use kerosene lamps or kerosene heaters; use propane or other solid, liquid or gas operated lamps or heaters; cook on balconies; or solicit business or contributions. Conducting any kind of business (including child care services) in your Townhome or in the Townhome community is prohibited except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your Townhome for business purposes. You are liable to us for damage caused by you or any guests or occupants.

We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3)

recreational activities in common areas. Patios and balconies shall not be used for storage or bicycle parking. Storage closets are provided for each Townhome on the patio or balcony, and bicycle parking is provided within the community.

We may exclude from the Townhome community guests or others who, in our judgment, have been violating the law, violating this Lease or any Townhome rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

**13. VACATION AND ABSENCES.** You are required to notify Landlord of your departure and return dates if you are absent from your Townhome for more than 10 consecutive days. Upon written request, Landlord will periodically inspect your Townhome for maintenance issues and security purposes. In addition, and even if you do not request an inspection Landlord may elect to inspect your Townhome during your absence for maintenance issues that may arise while you are away.

**14. PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the Townhome community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the Townhome community; display, menacing or illegal possession of a gun, knife, or other weapon; storing anything in closets containing hot water heaters, furnaces or having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the Townhome community; or injuring our reputation by making bad faith allegations against us to others.

**15. RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, electronic security access, window latches and other safety or security devices.

**Smoke and Carbon Monoxide Detectors.** We will furnish smoke and carbon monoxide detectors as required by statute, and we will test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke and carbon monoxide detector malfunctions to us. Neither you nor others may disable smoke and carbon monoxide detectors or fail to replace a dead batter or report known smoke and carbon monoxide detector malfunctions to us, and if your action or inaction causes loss, damage or fines from the fire, smoke, or water to us or others, you will be liable for such loss, damage, or fines. **If you disable or damage a smoke or carbon monoxide detector, a fine of \$500 plus replacement costs or other remedies will be charged and paid by Tenant(s).**

**Casualty Loss.** We are not liable to any Tenant, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

**Crime or Emergency.** Dial 911 or immediately call local medical fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact the Landlord. You will not treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we are not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We are not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We are not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the Townhome community, although we reserve the right to conduct such checks as allowed by law. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law enforcement agency's incident report number upon request.

**16. CONDITION OF THE PREMISES AND ALTERATIONS.** Except for conditions materially affecting the health or safety of ordinary persons, you accept the Townhome, fixtures, and appliances in as-is condition. You will be given an Inventory and Condition form on or before move-in. Within 48 hours after move-in, you must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the Townhome and not damaging or littering the Common Areas. Unless authorized by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the Townhome. We permit a reasonable number of small nail holes for hanging pictures on sheetrock walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, carbon monoxide detectors, telephone and cable TV wiring, screens, locks, and security

devices. When you move in, we will supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the Townhome; after that, you will replace them at your expense with bulbs of the same type and wattage. Your improvements to the Townhome (whether or not we consent) become ours unless we agree otherwise in writing.

**17. REQUEST, REPAIRS, AND MALFUNCTIONS.** If you need to send a notice or request for services, including but not limited to repairs, installations, services or security-related matters—it must be signed and in writing to the manager or requested via the property website (except in case of the smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters does not waive the strict requirement for written notices under this Lease. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the Townhome. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We will act with reasonable diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease within a reasonable time by giving you written notice. If the Lease is so terminated, we will refund prorated rent and all deposits, less lawful deductions, as required by law.

**18. PESTS.** To the best of our knowledge, the Townhome is free of Pests as of the Start Date. As used in this paragraph, the term “Pests” means mice, rats, cockroaches, spiders, fruit flies, flies and ants. You acknowledge that Pests can be subsequently introduced into the Townhome in a variety of ways. For example, ants, cockroaches, mice, and rats are attracted to food and crumbs that have not been properly disposed of or stored. You shall immediately notify us in writing if any Pests are discovered in the Townhome. If Pests are discovered in the Townhome within fifteen (15) days of the Start Date, we shall pay the cost of the pest control service to exterminate the Pests. If Pests are discovered in the Townhome more than fifteen (15) days after the Start Date through the remainder of the Term, including any extension or renewal thereof, you shall pay all costs (at the time Tenant’s next Rent payment is due following completion of the extermination) to exterminate the Pests, it being presumed that the Pests were introduced into the Townhome by you or resulted from your cleanliness habits. Regardless of when any Pests may be discovered, we will select a pest control service of our choosing to exterminate the Pests. You shall cooperate with us and the pest control service to provide access and otherwise facilitate the extermination process. You acknowledge that the time and costs that you may incur to exterminate the Pests, even if we pay the cost of the pest control service, may be significant.

**19. WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the Townhome at reasonable times for the purposes listed in (2) below. If nobody is in the Townhome, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

- (1) written notice of the entry is left in a conspicuous place in the Townhome immediately after the entry; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to law; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing Townhome to prospective residents (after move-out or vacate notice has been given); or showing Townhome to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

**20. MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all Lease obligations. If you, another Tenant or any guest or occupant violates the Lease or rules, all Tenants are considered to have violated the Lease. Our requests and notices to any Tenant constitute notice to all Tenants and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each Tenant is considered the agent of all other Tenants under this Lease for service of process.

**21. MAINTENANCE.** We will act with customary diligence to:

- (1) keep common areas reasonably clean;
- (2) maintain fixtures, hot water, and heating equipment;
- (3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which are liable.

You agree to:

- (a) make a written request for repair or remedy of the condition; and,
- (b) allow a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities. Landlord is not responsible for food loss in the event of refrigerator malfunction.

**22. NO SMOKING.** Tenant(s) or the guests, agents and invitees of Tenant(s) shall not be permitted to smoke any substance, including without limitation, cigarettes, cigars or pipes in the Townhome. In addition, no incense burning is permitted in the Townhome. If at any time during the term of this Lease, Tenant(s) or the guests, agents or invitees of Tenant(s) violate this Paragraph, Tenant(s) will be required to pay Landlord the amount of One Thousand Five Hundred Dollars (\$1,500.00) (Smoking/Incense Cleaning Reimbursement) for the agreed cost to Landlord to fully deodorize the Townhome and have the carpets, walls and ceilings cleaned, as liquidated damages and not as a penalty. This Smoking/Incense Cleaning Reimbursement is nonrefundable and will in no way affect the security deposit held by Landlord.

**23. MOLD.** Whether or not you experience mold growth in the Townhome depends largely on how you manage and maintain your Townhome, and on your prompt notice to us of mold conditions. We will not be responsible for any injuries or damages to you or any other person relating to mold caused, in whole or in part, by your failure to clean and maintain the Townhome as herein required, or to promptly notify us of conditions in need of repair or maintenance. You understand that the Townhome is subject to mold or mildew growth if not properly maintained or if excessive moisture is present. You agree to maintain the Townhome in a manner that prevents excessive moisture and the occurrence of mold or mildew growth in the Townhome.

### **ROOMMATE CHANGES**

**24. REPLACEMENTS AND SUBLETTING.** Replacing a Tenant, subletting, or assignment is allowed only when we consent in writing. If the Landlord allows any sublease or assignment, Tenant shall not be released from its obligations under this Lease including but not limited to the rental payments. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- (1) the departing and remaining residents will remain liable for all lease obligations for the rest of the original Lease term, and
- (2) Tenant shall pay Landlord a sublet/assignment fee of \$400.00 to cover administrative and other costs incurred by Landlord.

**Procedures for Replacement.** If we approve a replacement Resident, then, at our option: (1) the replacement Resident must sign this Lease with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement Resident as of the date we approve. The departing Resident will no longer have right to occupancy or a security deposit refund but will remain liable for the remainder of the original Lease term unless we agree otherwise in writing even if a new Lease is signed.

### **MOVING OUT**

**25. MOVE-OUT NOTICE:** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative sixty (60) days advance written notice of your intention to vacate as required by Section 2 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of the Lease Term paragraph, even if you move on the last date in the lease term, you will be responsible for an additional month's rent. If your lease term is month-to-month, your advance written notice of your move out date must be at least the number of days of notice required in Section 2 (Lease Term) and your move-out date must be on the last day of a month. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract's Holdover Section (30, below) and state law.

**26. CLEANING.** You must thoroughly clean the Townhome, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, and storage rooms. You must follow move-out cleaning instructions. If you do not clean adequately, you will be liable for reasonable cleaning charges.

**27. CONDITION OF TOWNHOME.** Tenant agrees to surrender the Townhome upon Lease Termination in as good a condition as when the Lease commenced, ordinary wear and tear accepted.

**28. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

**29. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You will be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the Townhome and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; unreturned keys or electronic access devices; missing or burned-out light bulbs; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal related charges; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease. Charges will vary depending on the severity of the problem.

**30. SECURITY DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** Landlord shall have sixty (60) days after the termination of the Lease or surrender and acceptance of the Townhome, whichever occurs last, to return to Tenant(s), without interest, that portion of the security deposit, if any, due Tenant(s). If any portion of the security deposit is retained, Landlord shall give Tenant(s) a written accounting for such portion retained, listing the reason for such retention. To the extent Landlord expends time on the Property following termination of the Lease and surrender and acceptance of the Property in order to repair damage or unclean conditions caused by Tenant(s), Landlord shall be paid \$25.00 per hour for such time so expended. Any

Security Deposit returned to the Tenant(s) shall be returned by a single check made payable jointly to each Tenant and mailed to the last known address of the first Tenant listed in Section 1 above, unless Landlord receives within forty-eight (48) hours of Lease termination alternative written instructions signed by each Tenant. You have surrendered the Townhome when: (1) the move out date has passed, or no one is living in the Townhome in our reasonable judgment; or (2) all Townhome keys and access devices have been turned in where rent is paid whichever date occurs first.

You have surrendered the Townhome when: (1) the move out date has passed, or no one is living in the Townhome in our reasonable judgment; or (2) all Townhome keys and access devices have been turned in where rent is paid whichever date occurs first.

If the Townhome is left vacant and any part of the rent due hereunder is not paid you shall be deemed to have abandoned the Townhome, and then Landlord may, without being obligated to do so and without terminating this Lease, retake possession of the Property and release, or attempt to release, the same for such rent and upon such conditions as Landlord may think best. Landlord may make such repairs as may be required, giving credit for the amount of Rent so received less all expenses of such repairs, and Tenant(s) shall be liable for the balance of Rent until the expiration of the Lease.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and release the Townhome; determine any security deposit deductions; and remove property left in the Townhome. Tenant agrees that upon the expiration of the Lease, or upon the termination of the Lease for any cause, Tenant will at once peacefully surrender and deliver the Townhome to Landlord.

**Holdover.** In the event Tenant(s) hold the Townhome over after the expiration of the term of this Lease with or without Landlord's written consent, such holdover shall be at a month-to-month tenancy, subject to all terms and conditions of this Lease, terminable upon sixty days written notice to vacate prior to the first date of such month and any such holding over shall not constitute an extension of this Lease. During such holding over, Tenant(s) shall pay monthly rent equal to two hundred (125%) of the last monthly rental rate and any other monetary charges as provided herein. Any holdover beyond the End Date without Landlord's written consent shall constitute a default entitling Landlord to all rights, remedies and damages available at law.

**31. PROPERTY LEFT IN TOWNHOME.** Any personal property of Tenant left on the Premises after Tenant has vacated the Premises or after termination of this Lease shall be deemed abandoned property by Tenant and Landlord may dispose of such property without accountability or liability to Tenant.

**32. REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the Townhome community due to a violation of the Lease or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we are not liable for and you must pay for repairs, replacement costs, and damage to the following if occurring during the Lease term: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in plumbing lines exclusively serving your Townhome. We may require payment at any time, including advance payment of repairs for which you are liable. Delay in demanding sums you owe is not a waiver.

**33. DISPLAY TO PROSPECTIVE TENANTS.** Landlord shall have the right to enter the Townhome during reasonable hours for the purpose of showing the same to prospective purchasers and mortgagees, or tenants during the last sixty (60) days of the term of the Lease. Landlord shall also have the privilege of displaying For Rent, For Sale, or Vacancy signs on the property.

### **GENERAL CLAUSES**

**34. DEFAULT BY TENANT.** Time is of the essence to this Lease. If default is made in the payment of rent or any part thereof or in the payment of any other sum payable hereunder, or in the event of any default in the performance of or compliance with any other terms or conditions of this Lease, Tenant(s) shall be in default. In the event of default, it shall be lawful for Landlord, and Landlords agents, attorneys, successors or assigns, to reenter and repossess the Townhome for the purposes of removing and expelling Tenant(s). Notwithstanding any such reentry and repossession of the Townhome, Tenant(s) shall remain liable for the full amount of rent and other sums due under the Lease for the balance of the Lease term. In the event of any violation or default under this Lease by Tenant(s), Tenant(s) shall be required to pay all costs and expenses, including reasonable attorney's fees and costs incurred by Landlord in enforcing the terms hereof, whether or not litigation is commenced. Tenant(s) shall be jointly and severally liable for any and all obligations arising under this Lease.

You are in default if you or any guest or occupant violates any terms of this Lease including but not limited to the following violations: (1) you do not pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the Townhome rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs, (3) you abandon the Townhome; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marihuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your Townhome; (7) you or any guest or occupant engages in any bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

If default remains uncorrected for a period of three (3) days after the Landlord has given written notice of the default pursuant to applicable law, then the Landlord may, at the Landlord's option, undertake any of the following remedies without limitation; (a) declare the term of the Lease ended; (b) terminate the Tenants right to possession of the Townhome and reenter and repossess the Townhome pursuant to Colorado law; (c) recover all present and future damages, costs and other relief to which the Landlord is entitled; (d) pursue Landlords lien and remedies; (e) pursue breach of contract remedies; and/or (f) pursue any and all available remedies in law or equity. In the event possession is terminated by reason of default prior to expiration of the Term, the Tenant shall be responsible for the rent and additional payments occurring for the remainder of the Term, subject to the Landlords duty to mitigate such damages. Even if Landlord recovers possession of the premises and otherwise terminates this Lease, it is agreed that Tenant shall be liable for rent until the Townhome is released or lease expires. In addition, Tenant is liable for an administrative fee in the amount of \$400.00 to cover Landlord's expenses in turning over the Premises.

You have a statutory right to cure all violations within three (3) days except for (1) violent or drug-related felonies, (2) conduct unreasonably dangerous to another person, and (3) willfully endangering or damaging the property of another.

Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within ten (10) days after we mail you a letter demanding payment and stating that collection agency fees will be added if you do not pay all sums by that deadline.

**35. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we are not responsible for the delay. The Lease will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that do not prevent you from occupying the Townhome.

If there is a delay and we have not given notice of delay as set forth immediately below, you may terminate up to the date when the Townhome is ready for occupancy, but not later.

- (1) If we give written notice to any of you before the initial Term of this Lease and the notice states that construction delay is expected and that the Townhome will be ready for you to occupy on a specific date, you may terminate the Lease within seven (7) days after any of you receives written notice, but not later. The readiness date is considered the new Start Date as set forth in Section 2 for all purposes. This new date may not be moved to an earlier date unless we and you agree.
- (2) If we give written notice to any of you when or after the initial Term of this Lease and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the Townhome will be ready on a specific date, you may terminate the Lease within three (3) days of your receiving the notice, but not later.

**36. ABATEMENT OF RENT.** In the event of partial destruction to the Townhome, Landlord shall repair the damage within a reasonable time after notice by Tenant. Landlord shall not be liable to Tenant for any damages, but during the period of time necessary to repair the Townhome for Tenant's occupancy the rent shall be abated.

**37. HOLD HARMLESS.** Tenant shall not hold, or attempt to hold, the Landlord, Landlord's agent, contractor and employees liable for any injury, damage, claims or loss to person or property caused by any accident, condition or casualty to, upon, or about the Townhome or Townhome community including, but not limited to, defective wiring, the breaking or stopping of the plumbing or sewage. Tenant shall hold the Landlord, Landlord's agents, contractors, employees and their respective successors and assigns harmless and indemnified from all injury, loss, claims or damage to any person or property relating to the Townhome or Townhome community which is occasioned by an act or omission of the Tenant, Tenant's licensees, invitees or guests. Landlord is not responsible for any damage or destruction to the Tenant's personal property.

**38. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law enforcement, governmental, or business purposes, we may provide it.

**39. MISCELLANEOUS.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between you and us. We make no representations or warranties that all residents of the Townhome Community, including your Townhome, will be students, and we must abide by Federal Fair Housing when accepting any application for residency. As such, we cannot guarantee that you will be assigned, and undertake no duty to attempt to assign, a Townhome with persons of any certain sex, gender, age, race, ethnicity, sexual orientation or any other personal trait. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirements, rental due dates, acceleration, liens, or other rights is not a waiver under any circumstances. All your obligations under this Lease (including payment of all sums) are independent covenants. A violation on our part is not a defense to eviction. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Any person giving a notice under this Lease should retain a copy of the memo, letter or fax that was given. Facsimile and electronic signatures are binding. All notices must be signed.

Exercising one remedy will not constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease is subordinate or superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the Townhome is located. **WAIVER OF JURY TRIAL.** To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease shall be to a judge and not a jury.

All discretionary rights reserved for us within this Lease or accompanying addenda are at our sole and absolute discretion.

**40. PAYMENTS.** At our option and without notice, we may apply money received first to any of your unpaid obligations, then to current rent regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

**41. ORIGINALS AND ATTACHMENTS.** The Lease has been executed in multiple originals, with original signatures with one for you and one or more for us. When an Inventory and Condition form is completed, both you and we should retain a copy. The items below are incorporated by reference into this Lease and are binding even if not initialed or signed or are otherwise not provided at the time of the Lease is executed.

**YOU ARE LEGALLY BOUND BY THIS DOCUMENT. READ IT CAREFULLY BEFORE SIGNING.**

\_\_\_\_\_  
Signature: Tenant(s) as named above

\_\_\_\_\_  
Date

**Brinkman Properties, LLC**  
**a Colorado limited liability company**

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

## RESIDENT AND SECURITY GUIDELINES

### Hayden Village Townhomes

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

#### WHILE YOU ARE A RESIDENT

1. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written Townhome rules and community policies, including instructions for care of our property. Our reasonable changes to written rules are effective immediately, if they are distributed and applicable to all units in the Townhome community.
2. **LIMITATIONS ON CONDUCT.** The Townhome must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. All common areas, parking, and similar areas must be used with care in accordance with Townhome rules and posted signs. You, your occupants, or guests may not anywhere in the Townhome community: use kerosene lamps or kerosene heaters; use propane or other solid, liquid or gas operated lamps or heaters; cook on balconies; or solicit business or contributions. Conducting any kind of business (including child care services) in your Townhome or in the Townhome community is prohibited except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your Townhome for business purposes. You are liable to us for damage caused by you or any guests or occupants.

We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the Townhome community guests or others who, in our judgment, have been violating the law, violating this Lease or any Townhome rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

3. **VACATION AND ABSENCES.** You are required to notify Landlord of your departure and return dates if you are absent from your Townhome for more than 10 consecutive days. Upon written request, Landlord will periodically inspect your Townhome for maintenance issues and security purposes. In addition, and even if you do not request an inspection Landlord may elect to inspect your Townhome during your absence for maintenance issues that may arise while you are away.
4. **PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the Townhome community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the Townhome community; display, menacing or illegal possession of a gun, knife, or other weapon; storing anything in closets containing hot water heaters, furnaces or having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the Townhome community; or injuring our reputation by making bad faith allegations against us to others.

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Signature **Tenant(s) as named above**

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Date