

167 East Elkhorn LLC  
c/o PARKA Management LLC  
1769 Rocky Mountain Ave.  
Loveland, CO 80538  
970-690-3225 text  
robwoodward@hotmail.com

## RESIDENTIAL LEASE / RENTAL AGREEMENT

*This is a Binding Legal Document. If not understood, legal counsel should be consulted before signing.*

1. **PARTIES.** This Lease Contract is between you, the resident (list all people signing the Lease Contract): \_\_\_\_\_ **2 people max!**, and us, **167 East Elkhorn LLC**, the Landlord and Owner. You have agreed to rent the Premises situated in the City of Estes Park and the County of Larimer State of Colorado, described as **room #** \_\_\_\_\_ **at 131 Virginia Dr**, for use as a private residence only. The terms “you,” and “your” refers to all residents listed above and all occupants. The terms “we,” “us,” and “our” refer to **167 East Elkhorn LLC** and our agents and representatives. Rob Woodward is a licensed Colorado real estate agent at PARKA Management LLC. PARKA Management LLC is the Landlord’s Agent.

2. **OCCUPANTS.** The Premises will be occupied only by you and (list all other occupants not signing the Lease Contract): none; no one else may occupy the Premises. Persons not listed above, must not stay in the Premises for more than five (5) consecutive days without our prior written consent, and no more than 2 occasions in any one-month.

### 3. MONEY DUE

Security Deposit \$ \$450.00 (DUE NOW)

Rent <u>Nov 1, 2024</u> to <u>Nov 30, 2024</u> due 11/1	\$ <u>\$450.00</u> , plus <u>\$50</u> for utilities
Rent <u>Dec 1, 2024</u> to <u>Dec, 2024</u> due 12/1	\$ <u>\$450.00</u> , plus <u>\$50</u> for utilities
Rent <u>Jan 1, 2025</u> to <u>Jan 31, 2025</u> due 1/1	\$ <u>\$450.00</u> , plus <u>\$50</u> for utilities
Rent <u>Feb 1, 2025</u> to <u>Feb 28, 2025</u> due 2/1	\$ <u>\$450.00</u> , plus <u>\$50</u> for utilities
Rent <u>Mar 1, 2025</u> to <u>Mar 31, 2025</u> due 3/1	\$ <u>\$550.00</u> , plus <u>\$50</u> for utilities
Rent <u>Apr 1, 2025</u> to <u>Apr 30, 2025</u> due 4/1	\$ <u>\$650.00</u> , plus <u>\$50</u> for utilities
Rent <u>May 1, 2025</u> to <u>May 31, 2025</u> due 5/1	\$ <u>\$850.00</u> , plus <u>\$50</u> for utilities
Rent <u>June 1, 2025</u> to <u>June 30, 2025</u> due 6/1	\$ <u>\$850.00</u> , plus <u>\$50</u> for utilities
Rent <u>July 1, 2025</u> to <u>July 31, 2025</u> due 7/1	\$ <u>\$850.00</u> , plus <u>\$50</u> for utilities
Rent <u>Aug 1, 2025</u> to <u>Aug 31, 2025</u> due 8/1	\$ <u>\$850.00</u> , plus <u>\$50</u> for utilities
Rent <u>Sep 1, 2025</u> to <u>Sep 30, 2025</u> due 9/1	\$ <u>\$850.00</u> , plus <u>\$50</u> for utilities
Rent <u>Oct 1, 2025</u> to <u>Oct 31, 2025</u> due 10/1	\$ <u>\$650.00</u> , plus <u>\$50</u> for utilities

### 4. CONTRACT TERM

The initial term of the Lease Contract begins at 5:00pm on \_\_\_\_\_, **2024** and ends at 10:00 am, on \_\_\_\_\_, **202**. **MINIMUM 4.5 MONTHS**

### 5. RENT

You will pay base rent & utilities of \$(**see table above**) per month and— such rent is payable in advance and without demand. **Your rent is due on the 21<sup>st</sup> of the month (“due date”) (21<sup>st</sup> of the month PRIOR to the month you are paying for) with no grace period, and is considered late if not received by 11:59pm on the 21st.** Rent will be paid via ACH debit from Tenant’s bank account, Zelle, Venmo, Zillow, ChasePay or by such other means as

Landlord reasonably requires without written notice or demand, and without deduction or offset. We may, at our option, require at any time that you pay all rent and other sums in certified funds, or one monthly check rather than multiple checks. If you don't pay on time, you'll be delinquent, and all remedies under this Lease Contract will be authorized. On the earliest day legally possible under the laws of Colorado, you'll pay a late charge of the **greater of \$50** or five percent (5%) of your total monthly rent and we will report your late payment to the credit report agencies. **Under current Colorado law, your rent does not incur late charges until 11:59pm on the 1<sup>st</sup> of the month.** You will pay a charge of \$30.00 for each returned check, plus late charges. You will pay a charge of \$50.00 for any demand notice for any non-compliance issue or Notice to Quit served upon your residence. Your promise and covenant to pay rent under the terms of this lease is independent, absolute, without right to offset, or deduct by you, for any reason whatsoever including but not limited to any alleged breach by us, claimed by you. You agree to pay all attorney fees incurred for your non-payment of rent and your non-compliance of any lease terms. You agree to pay all Sheriff's fees if we evict you and incur Sheriff's fees. You acknowledge that we may elect not to accept any monthly rent payment or other amounts due after its due date if all fees and charges do not accompany such payment owed by you through the date you offer payment.

## 6. SECURITY DEPOSIT

The Security Deposit will secure the performance of your obligations. We may apply all portions of said deposit on account of your obligations. Any balance remaining upon termination will be returned to you. We may hold security deposit funds in savings account or timed instruments of deposit and you waive all rights to interest. It is agreed that Owner/Agent will initially hold your Security Deposit, subject to further assignment, as authorized. You may not apply security deposit as an offset or reduction to the payment of rent or other sums due under this Lease at anytime for any reason whatsoever. We will have the right to apply such portion(s) of the Security Deposit reasonably necessary to remedy any default(s) by you in the payment of rent, or to repair any damage to the Premises or property caused by you. Regardless of whether specifically stated in any applicable provision of the Lease, you will always be liable to us for any damage caused by you, any occupant, child, family member, guest, invitee, or licensee of yourself, or any other person on the Premises due to you. Regardless of any Security Deposit, if you are liable for any damages, you will pay us such damages upon demand. Our right to possession of the Premises upon your default will not be limited in any respect because we hold any security deposit. If we apply any portion of the Security Deposit for any purpose while you are in possession of the Premises, you will promptly pay us upon demand the amount necessary to restore the deposit to the original amount. Your legal liability to us will not be limited under any circumstances to the amount of the Security Deposit, but rather you remain liable for and will promptly pay us all sums due under this Lease in excess of the Security Deposit including but not limited to all amounts for damages and repairs. Upon vacating for any reason, if you do not leave the Premises in as good condition when you received from us, normal wear and tear accepted, we will apply such portion of the Security Deposit reasonably necessary to restore the Premises to said condition. We may also apply the Security Deposit to effect repairs, or to pay any sum owed by you to us whatsoever, including but not limited to any amount for final cleaning or repair of any part of the Premises including any damage caused to the Premises by smoking or smoke. Within sixty (60) days after termination of this Lease, or surrender and acceptance of the Premises, whichever occurs last, we will mail to you at your last known address a written statement listing the full and specific reasons for all charges against the Security Deposit together with a refund of the balance, if any, of the Security Deposit to you. Prior to vacating you will provide in writing to us, and the US Postal Service, each Resident's individual forwarding or last known address. You agree that any change of forwarding of last known address provided by you to us will only bind us if receipted for by us. If more than one person signed this lease, we may issue one check for the Security Deposit refund payable jointly to all Residents, and mail such check to any last known address of any Resident. **Minimum of \$100 of Security Deposit will be applied to a final move-out cleaning.**

## 7. UTILITIES

We will pay for the following items, if checked: **water/sewer X , gas X , trash X , electricity X , internet X**. You will pay for all other utilities, related deposits, and charges on utility bills connected in your name or during your tenancy. You must not allow utilities to become past due or disconnected until the Lease Contract term ends.

Utilities may be used only for normal household purposes and must not be wasted. Hybrid and electric vehicles may not be charged using household electricity without written permission from Landlord and additional costs. You must contact all utility providers and transfer services into your name no later than your move-in date. Failure to transfer utilities within 3 days after the move-in date will result in a charge of \$50.00 per bill that the landlord attempts to transfer.

## **8. DELAY OF OCCUPANCY**

If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we are not liable to you for the delay. The Lease Contract will remain in full force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. If the delay is longer than 3 days, you have the right to terminate this Lease. 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 Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the Premises.

## **9. LATE FEE / POST FEE**

If your full rent is not received on or before the 21<sup>st</sup> day of the prior month, you will be delinquent, and all remedies under this Lease Contract will be authorized. If your rent is not received on or before the 1<sup>st</sup> day of the month you will pay a late charge of five percent (5%) of the rent that is past due. **Under current Colorado law, your rent does not incur late charges until 11:59pm on the 1<sup>st</sup> of the month.** You will pay a charge of \$30.00 for each returned check, plus late charges. You will pay a fee of \$50.00 for any demand notice or any non-compliance notice served upon the Premises. This posting fee shall not be consider a late fee, rather this posting fee is acknowledged to offset expenses incurred by us, for the preparation and delivery of such notice. Your promise and covenant to pay rent under the terms of this lease is independent, absolute, without right to offset, or deduct by you, for any reason whatsoever including but not limited to any alleged breach by us, claimed by you. You agree to pay all legal fees, including attorney fees, and Sheriff fees, incurred for your non-payment of rent or your non-compliance of any lease terms provided that the Landlord is the prevailing legal party. You acknowledge that we may elect not to accept any payment from you if that payment does not include the full amount due at that time. We may, at our option, require at any time that you pay all rent and other sums in certified funds.

## **10. CONDUCT**

The Premises may only be used as a private residence. No commercial or business activity may be conducted in, or on, the Premises. The Premises and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. You are not allowed to cause, maintain or permit to remain on the property any deposit of trash. We may regulate the use of patios, balconies, yards, driveways and porches. You are not allowed to store or keep or allow to be stored or keep any articles or materials, which we classify as junk. You will keep the property clean, weeds pulled, shrubbery, lawn, trees and bushes watered, mowed, and trimmed in a first class condition at all times. If, in our judgment, you are not maintaining the lawn in a first class condition, we may hire a lawn company to maintain and care for the lawn at your expense. You will be responsible for turning on any sprinkler system or swamp coolers in the spring months. You will be responsible for proper winterization of any sprinkler system or swamp coolers in the fall months, as well as any costs incurred from damage due to improper sprinkler system or swamp cooler winterization. You will be liable to us for damage caused by you or any guests, agents, or occupants. We may exclude guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any other rules, or disturbing residents, other neighbors, visitors, owner representatives, or us. You and your occupants or guests may not engage in the following prohibited activities: loud or obnoxious conduct, disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the residence; possessing, selling, or manufacturing illegal drugs or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by Colorado Law, discharging a firearm in the residence; using the Premises for other than residential use.

**No Smoking.** No smoking or use of vaping devices will be allowed in, on, or around the Premises. Should any evidence of smoking be detected at any time, including by evidence of cigarette butts, you will pay an inspection fee of \$300 plus all painting and cleaning costs to mitigate any smoke smell or damage, as determined by us.

## 11. VEHICLES

You agree that any abandoned, unlicensed, derelict, inoperable and / or wrongfully parked vehicles on the Premises may be towed from the Premises by us, or hired towing company, at your expense. You further agree not to store and / or park any vehicle, trailer, camper, boat, or any other similar recreational item or vehicle on the Premises without our written consent. You agree not to store and / or park any commercial or public vehicle on the Premises under any conditions. You agree not to make any repairs of the aforementioned motor vehicle and / or recreational items on the Premises without our written consent. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. We may have illegally parked vehicles towed without notice. A vehicle is prohibited from the Premises if it: (1) has flat tires or other conditions rendering it inoperable; (2) has an expired license or inspection sticker; (3) takes up more than one parking space; (4) belongs to a resident or occupant who has surrendered or abandoned the Premises; (5) blocks another vehicle from exiting; (6) is parked in a fire lane or designated "no parking" area; or (7) is parked in a space marked for other resident(s) or unit(s). You will pay for the cost of removal of oil, drips, or stains in any assigned driveway, parking area or garage. **Parking permits at [estes.org/parking](https://estes.org/parking) or call 970-591-2577.**

## 12. RESIDENT SAFETY / 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, CO detectors, door and window locks.

**Smoke and CO Detectors.** We will furnish smoke and carbon monoxide (CO) detectors, and we will test them and provide working batteries when you first take possession. After that, you must test as required and pay for and replace batteries as needed. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report detector malfunctions to us. Neither you nor others may disconnect detectors. You will be liable to others and us for any loss or damage from fire, smoke, or water if that condition arises from your disconnection or failing to replace batteries, or from your not reporting malfunctions.

**Casualty Loss.** We are not liable to any resident, guest, family member, or occupant for personal injury or damage or loss of personal property from fire, smoke, rain, flood, environmental problems, mold, water leaks, hail, ice, snow, lighting, wind, explosions, and interruption of utilities. We are not liable for any loss of food due to refrigerator or other appliance failures. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must, for 24 hours a day during freezing weather - (1) keep the Premises heated to at least 50 degrees; (2) keep outside water spigot disconnected. You will be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us (that is, hold us harmless) from all liability for those services. Unless otherwise provide 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, gates or fences, or other forms of security unless required by statute. We are not responsible for obtaining criminal history checks on any resident, occupants, or representatives of us. You agree to hold us harmless and to indemnify us against any losses, damages or claims including attorneys' fees and costs made by you for all risk assumed by you under this section. Because you are not covered by our insurance and because of the risk assumed by you under this section, we recommend and urge you to secure adequate renter's property and liability insurance to insure and protect you against risk of losses. To the greatest extent permitted by law, you agree to hold us harmless and to indemnify us 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 you, your family, occupants, guests, invitees, or any person entering the Premises or the community of which the

Premises is a part. Unless prohibited by law, you waive any insurance subrogation rights or claims against our insurers and us.

### **13. MAINTENANCE**

You acknowledge that you have inspected the Premises, and you agree that they are safe, and in good order and repair, including all window and door locks and smoke and CO detectors, unless otherwise indicated. You are responsible, at your own expense for: (a) maintaining the Premises and landscaping in good repair and sanitary manner including all equipment, appliances, smoke and CO detectors, plumbing, heating and air conditioning, and will surrender the same, at termination, in as good condition as received, normal wear and tear excepted; (b) all inside and outside pest and/or insect control after the second week of occupancy. All pest control policies shall comply with HB19-1328; (c) cleaning drain and sewer blockage(s) not caused by broken lines, or tree roots; (d) clearing all blockages of garbage disposal and repairs, (e) replacing any and all interior or exterior glass that becomes broken or cracked for any reason and any window or door screens that become torn or ripped for any reason; (f) changing any and all furnace filters at least quarterly; (g) maintaining all appliances; (h) re-lighting of furnaces, hot water heaters and gas fireplaces. You will not paint, paper, redecorate, or make alterations to the Premises without prior written consent from us. With written notice we may immediately terminate this Lease, if in our sole and absolute discretion, any repair or damage necessitated by any event would be either impractical or dangerous if you continued to occupy the Premises.

Owner will initially provide the following appliances:

Refrigerator   X   Microwave   X  

### **14. REQUESTS / REPAIRS / MALFUNCTIONS**

If you or any occupant needs to send a notice or request for repairs, installations, service, or security; all such requests must be submitted through via text (except in emergencies involving immediate danger to persons or property, such as fire, gas, smoke, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). We will act with customary diligence to make repairs and reconnections. Rent will not abate. You will be responsible for all costs of repairs due to you or your occupants or guests conduct or negligence. You are solely responsible for setting of appointments with, the meeting of, and allowing access for any vendor or repair-person.

### **15. REIMBURSEMENT**

You must promptly reimburse us for loss, damage, and repair service calls where the cost of repairs or service caused in the Premises were by you, or your guests or occupant's improper use or negligence. You agree to pay for any service-trip charge if you fail to meet a vendor for an appointment or if the vendor determines that no repair was needed or necessary. We may require payment at any time, including advance payment of repairs for which you're liable. Any delay in our demanding sums you owe is not a waiver.

### **16. OTHER RESIDENTS / ASSIGNING AND SUBLETTING**

Persons not listed in Section 2 must not stay in the Premises for more than five (5) consecutive days without our prior written consent, and no more than two occasions in any one-month. You will not assign this Agreement, or sublet the Premises, or any part thereof, and will not allow any person to occupy the same other than those occupants listed above to whom the Premises are rented under this Agreement without our prior written consent, which we may withhold at our sole and absolute discretion.

### **17. PETS**

No pets of any kind are allowed (even temporarily) anywhere on the Premises, unless we've so authorized in writing. If we discover a pet on the property you will pay us a \$300.00 inspection fee plus \$50.00 per day fee until the pet is removed.

### **18. WHEN WE MAY ENTER**



We will have the right to enter the Premises, with notice when practical, without notice when not practical, at any reasonable time to examine, inspect, repair the same, show to prospective purchasers, mortgages, or lessees of the Premises or for any other legitimate or necessary purpose, without the same constituting an eviction in whole or in part. The rent will not abate during any period that we enter.

## **19. DEFAULT BY RESIDENT**

You will be in default if: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates this Lease Contract, or fire, safety, health or criminal law (regardless of whether arrest or conviction occurs), (3) you violate any community of Home Owner Association rule(s) or regulation(s), (4) you abandon the Premises, (5) you give incorrect or false information in a rental application; (6) you or any occupant is arrested for a criminal offense involving actual or potential harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia as defined in Federal Law or Colorado Law; or (7) any illegal drugs or paraphernalia are found in your Premises. If in default, we may exercise one or more of the following remedies, without limiting any other right or remedy:

**Eviction.** If you default, we may end your right to occupy by giving the notices required by Colorado law and then we can exercise all legal rights. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing, or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our rights to damages, past or future rent, or other sums.

**Other Remedies.** If your rent is delinquent and we give you 10 days prior written notice, we may terminate utilities that we've furnished and paid for unless governmental regulations on sub-metering or utility pro-rations provide otherwise. Upon default, we have all other legal remedies, including Lease Contract termination. If any court or legal order restrains or bars you from the Premises, we may deny you access to the Premises, including by changing the locks.

## **20. DEFAULT BY OWNER**

We will act with customary diligence to: (1) maintain fixtures, hot water, heating and A/C equipment, as applicable; (2) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and (3) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable. If we violate any of the above, (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time; (b) after receiving the request, we have reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor and utilities; (c) if we haven't diligently tried to repair within a reasonable time, you must then give us written notice of intent to terminate the Lease Contract unless the repair is made within 7 days; and (d) if repair hasn't been made within 7 days, you may exercise your remedy of terminating the lease, but in no event are you allowed to off-set or withhold rent. Our failure to make any repair will not constitute a breach of this Lease Contract by us unless such failure makes the Premises uninhabitable and you vacate the Premises due to such failure.

## **21. PAYING SUMS DUE**

Payment of all sums is an independent covenant. Monies paid by you shall be applied to the amounts you owe in accordance with SB21-173. All sums other than rent (which is due on the first) are due upon our demand. After the due date, we do not have to accept any payments which are less than the full amount due, for rent or any other payment, except as required by SB21-173.

## **22. HOLDOVER**

If your lease term has expired and you have not legally vacated the Premises, you are legally considered to be on a month-to-month lease term. Should your lease become a month-to-month term, each month you will pay a month-to-month fee equal to 25% of the current monthly rental rate, plus your current monthly rent. This month-to-month fee shall NOT be considered rent and shall be due each month in addition to the monthly rent, until a new term lease agreement is signed.

## **23. NOTICE TO QUIT**

You will give us at least thirty (30) days written notice of your intent to vacate the Premises prior to the end of the Lease term, or extension, or renewal thereof, or thirty (30) days written notice of your intent to vacate when you have become a month-to-month tenant. In order for your notice to be valid, all Residents who executed the Lease must sign the notice. Your notice of intent to vacate will only be valid on the date the notice is actually received by and receipted for, by us. If you are on a month-to-month tenancy, and you vacate without this required and proper notice, you will be liable to us for the actual losses we incur as a results of your failure to provide the required notice. In addition, you shall also be liable to us for any other charges or amounts due including but not limited to utilities, cleaning, or any damages to the Premises, and we will retain all remedies for other non-compliance with the Lease. Premises are considered vacated at the time you return the keys to the PARKA office.

## **24. CLEANING UPON VACATING**

You acknowledge that all carpets were professionally cleaned upon the signing of this Lease Contract and agree to have carpets professional cleaned upon vacating the Premises, and agree to provide us with a copy of the applicable invoice. You must thoroughly clean the Premises. If you don't clean adequately, you will be liable for reasonable cleaning charges – including, but not limited to charges for cleaning carpets, window coverings, and appliances. You acknowledge that the property is completely and professionally clean, without damage, and in an overall first-class condition, and to your satisfaction. You acknowledge receiving a check-in sheet upon signing this Lease Contract. You will have 5 days from the starting date of this lease agreement to return the check-in sheet to us. This check-in sheet will be considered received when we give you a copy, signed by us. If you do not have a check-in sheet signed by us at the time of your move out, and we do not have the same, signed by both us and you, or if you turned in your check-in sheet more than 5 days after the starting date of this lease agreement, then the Premises will be considered to have been completely clean and without any damage at the time of your move in.

## **25. OTHER CHARGES**

You will be liable for the following charges, including but not limited to: unpaid rent, unpaid utilities and utility disconnect fees; un-reimbursed service charges; damages or repairs (beyond normal and reasonable wear); repair coordination fees; replacement cost of our property that you received, or was in, or attached to the Premises and is missing or damaged; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives for any reason; unreturned keys; missing or burned out light bulbs; stickers, scratches, burns, stain or holes; removing unauthorized security devices; packing or removing property; removing illegally parked vehicles; HOA fees or fines; late payment and returned check charges; any valid eviction proceeding against you, plus allowable attorney's fees, court costs, sheriff's fees, and filing fees; a fee for the preparation and delivery of any lease violation notices; and all other sums due. If you vacate owing monies and we initiate collections, either through using a 3<sup>rd</sup> party collection firm, or in-house, you will pay an additional 30% in collection costs on all amounts owed and all legal and related fees of collection, with or without suit, including legal fees and court costs. Your security deposit will be charged a \$50 disposition preparation fee at move out.

## **26. BREAKING YOUR LEASE**

Should you vacate the property at any time before the lease expiration date you shall continue to pay all rent, charges, fees, including utilities and lawn upkeep expenses. You shall pay these amounts as due, until either the property is re-rented, or until the lease expiration date, whichever occurs first. We shall make reasonable and customary efforts to re-rent the property. In addition to paying all sums due, you shall pay an administrative fee equal to 75% of one full months rent. This administrative fee represents an estimation of the expenses the Landlord may incur to re-lease the Premises including, but not limited to, advertising and leasing fees paid to Agent.

## **27. SURRENDER / ABANDONMENT**

You agree that if you abandon or vacate the Premises and leave behind personal property of yours, occupants, guests, invitees, or any other person claiming them, we will have the right to remove and dispose of said personal

property as we will see fit, at your sole risk and cost and without recourse by you or any person claiming under or through you against us. If you do not occupy the Premises for more than fifteen consecutive days without written notice to us, we may presume that it is your intent to abandon the Premises and any personal property within the Premises. You covenant to occupy the Premises and you will be in default if you do not occupy the Premises on a regular, continuing, and consistent basis. If you have not removed any and all personal property from the Premises at the time you have surrendered or abandon the Premises, it will be presumed that your intent is to abandon such personal property. You acknowledge that we are in the business of renting the Premises and the removal of the property is necessary to our livelihood as such, you will indemnify us against any claim or cost for any damages or expense with regard to the removal, disposal and / or storage of the property, including allowable attorneys' fees and costs regardless of who makes a claim against us in connection with our removal of any property. You will have abandoned or surrendered the Premises if you turn in any keys regardless of whether rent is paid or not. You will have abandoned or surrendered the Premises if any of the following events occur and if your personal belongings have been substantially removed, and you do not appear to be living in the Premises in our reasonable judgment: (1) Your moveout or notice-to-vacate date has passed; (2) You are in default for non-payment of rent for 5 consecutive days; (3) Water, gas, electric, or any other utility for the Premises connected in your name has been terminated or disconnected; (4) We are in the process of judicially evicting you for any reason and you fail to respond for 2 consecutive days to any notice posted on the Premises stating that we consider you to have abandoned the Premises. You also abandon or surrender the Premises 10 days after the death of a sole resident. If you abandon the Premises or vacate the Premises upon the expiration or termination of this Lease while leaving personal property within the Premises, you specifically and irrevocably waive all title and interest you have to such property and grant to us full authority to immediately dispose of same without notice, court order, or accountability.

## **28. JOINTLY & SEVERALLY LIABLE**

Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract, all residents are considered to have violated the Lease Contract. Our requests and notices to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupants constitute notice from all residents (except notice to quit under section 23). In eviction suits, any one of multiple residents is considered the agent of all other residents in the Premises for service of process.

## **29. TRIAL BY JUDGE / LEGAL FEES AWARDED**

You and we agree that in an eviction case where the court is determining the right to possession, such case shall be heard by a court sitting without a jury and thus you hereby waive all rights to a trial by jury. In any suit, we agree that the court shall award to PARKA our reasonable attorneys' fees and costs, if PARKA prevails in any such suit. You agree 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 you and us to enforce this Agreement, arising from this Agreement, or in any way connected with this Agreement or your tenancy at the Premises, including but not limited to, litigation concerning your Security Deposit. Notwithstanding anything to the contrary in this paragraph or Lease, we agree that the Court shall award the prevailing party in any eviction, unlawful detainer, or action brought under C.R.S., §13-40-101, et seq., their reasonable attorneys' fees and costs, not to exceed \$2,500.

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 attorneys' fees and costs, not to exceed \$2,500, and the non-prevailing party shall be liable to the prevailing party for payment of any court awarded attorneys' fees and costs, not to exceed \$2,500. You agree 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 you and us to enforce this Agreement, arising from this Agreement, or in any way connected with this Agreement or Tenant(s)'s tenancy at the premises, including but not limited to litigation concerning the security deposit.



### **30. STATUTORY RIGHT TO PAY / ATTORNEY FEES**

If we file an eviction case and the court determines the possession issue, attorneys' fees and costs will be awarded to the prevailing party as determined by the court consistent with the parties' intent to have attorneys' fees and court costs awarded to the prevailing party in disputed court actions as set forth in paragraph 29 of this Agreement.

If you exercise your statutory right to cure, you will make all such payments in certified funds in person at the PARKA office address. We will provide a receipt for such payment.

### **31. INTERPRETING THIS LEASE CONTRACT / NON-WAIVER**

No action or omission of us or our representative(s) will be considered a waiver of any subsequent violation, default, or time of performance. Our not enforcing or belatedly enforcing written notice requirements, rental due dates, acceleration, liens, or other rights, isn't a waiver under any circumstance. Exercising one remedy won't constitute an election or waiver of other remedies. All remedies are cumulative. This Lease Contract is subordinate to existing and future recorded mortgages.

No waiver of any term, provision or condition of this Agreement, in any one or more instances, will be deemed to be or will be construed as 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 Agreement. Our acceptance of any sums of money from you following an event of default will be taken to be a payment on account by you and will not constitute a waiver by us of any rights, nor will any such payment cure your default if such payment is less than the full amount due and outstanding, nor will any such payment from you reinstate this Agreement if previously terminated by us.

### **32. BINDING EFFECT**

This Agreement will be binding upon and insure to the benefit of ours and yours and their respective successors and assigns.

### **33. AMENDMENTS**

This Agreement contains the entire agreement between us and you and may not be modified in any manner except by an instrument in writing signed by both parties. As an alternative to physical delivery, any signed documents and written notice may be delivered in electronic form via fax or email.

### **34. SEVERABILITY AND SAVING CLAUSE**

Invalidation of any one of the foregoing provisions, covenants, or promises by judgment or court order will 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 will be deemed invalid or unenforceable because such provision, covenant, or promise does not provide for or grant us or you equal or reciprocal rights. If any court of competent jurisdiction determines or finds that any provision, covenant, or promise does not provide for or grant us or you equal or reciprocal rights, the specific provision, covenant, or promise so found will be interpreted by the court to grant us or you equal or reciprocal rights under the provision, covenant, or promise at issue. However, before interpreting any provision, covenant, or promise as granting us or you equal or reciprocal rights under this provision, the court will have to have initially determined that the provision, covenant, or promise at issue is unenforceable or void under Colorado law because such provision, covenant, or promise does not provide for or grant us or you equal or reciprocal rights.

### **35. ONLY AGENT ENTITY LIABLE**

PARKA Management LLC, is designated by Owner as its General Agent with authority to manage, lease, and administer the Premises and Property and to enter into, administer and enforce this Lease. In the event of any actual or alleged failure, breach or default by Agent: 1) Resident's sole and exclusive remedy will be against property owner, or Agent entity and Agent's entity assets, and not against any person, company employee, company licensee, or company owner or owner or any owner entity; 2) Resident will not sue or name in any individual capacity any individual, partner, member of Agent or Agents entity in any action or lawsuit; 3) Resident will not serve with legal

process any individual, partner, member of Agent or Agent entity in any action or lawsuit; 4) In the event resident breaches the covenant to not serve legal process on any individual, partner, member of Agent or Agent entity in any action or lawsuit, any such individual, person, or entity so served will not be required to answer or otherwise plead to any service of process; 5) Resident will not take any judgment against any individual, partner, owner, member of Agent or Agent entity in any action or lawsuit; 6) any judgment taken by Resident against any individual, partner, member or Agent or Agent entity in any action or lawsuit may be vacated and set aside by any individual, partner, owner, member of Agent or Agent entity as to them, each of them, any of them; 7) Resident will not levy or caused to be levy or execute any writ of execution or similar writ against any assets of any individual, partner, owner, member of Agent or Agent entity. Resident's covenants in this section are enforceable both by Agent and by any individual or entity that is protected or benefited by such covenants. To the maximum extent permitted by applicable law, Resident specifically agrees to look solely to the Agent for the recovery of any judgment against Agent, it being agreed that Agent and any of its related and affiliated entities (and any of its past, present, or future officers, members, trustees, employees, partners, owners, shareholders, insurers, agents and representatives) will never be personally liable for such judgment.

### **36. LIMITED RECOURSE**

Agents liability under or in connection with the Lease, including, without limitation, for any defaults thereunder or breaches thereof, or any other action or cause, shall be limited strictly to actual, out-of-pocket damages incurred by you as a direct result of Owner or Agent breach or default of the Lease, and such damages shall be limited to an amount not to exceed the aggregate net sum of rents collected from you under the Lease and actually received by Owner. You hereby agree to waive any and all other claims, causes of action, damages and remedies against the Agent or Owner of any kind or nature, including, without limitation, punitive or consequential damages. In further limitation of the foregoing, you agree that you will look solely to the estate and property of Owner in the land and buildings comprising the Premises, and subject to prior rights of any mortgagee of the Premises of any part thereof, for the collection of any judgment (or other judicial process) requiring the payment of money by Owner, and no other assets of Owner shall be subject to levy, execution, or other procedures for the satisfaction of your remedies. You also agree not to initiate suit against, or attempt recovery from, any partner, shareholder, owner, officer, director, member, manager, employee, agent or representative of Owner or Agent if ownership of the Premises is held in an entity rather than an individual.

### **37. CUMULATIVE REMEDIES**

Each right and remedy provided for in this Agreement will be cumulative and will be in addition to every other right or remedy provided for in this Agreement now or hereafter existing at law or in equity. The exercise or commencement of the exercise by us or any one or more rights provided for in this Agreement or at law will not constitute an election by us or preclude the simultaneous or subsequent exercise by us of any or all other rights or remedies.

### **38. FAIR HOUSING**

We are dedicated to honoring federal, state and local fair housing laws. We will not discriminate against any Tenant because of their race, color, religion, national origin, familial status, disability, sex, sexual orientation, gender identity, immigration/citizenship status, or military/veteran status. 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.

### **49. GOVERNING LAW / HEADINGS & CAPTIONS**

This Lease and all Addendum shall be governed by and construed in accordance with the laws of the State of Colorado. Venue is proper exclusively in the county in which the Premises are located. The section headings are inserted only for convenient reference and do not define, limit or prescribe the scope of this Agreement or any exhibit attached hereto.

**40. ADDITIONAL PROVISIONS.**

**Smoking, e-cigarettes and incense are not allowed inside the house, apartment or garage.**  
**US Post Office doesn't deliver door to door. Bring your lease to get a mailbox.**  
**Apartment renter may store bikes outside, under the deck (accessed from the north) at own risk.**  
**Apartment renter may not store anything on the deck.**

THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY GRACE PROPERTY MANAGEMENT & REAL ESTATE'S LEGAL COUNSEL, TSCHETTER SULZER, PC.

_____	_____	_____
Tenant / Resident (Print)	Tenant / Resident (Signature)	date
_____	_____	
Phone	Email address	

_____	_____	_____
Tenant / Resident (Print)	Tenant / Resident (Signature)	date
_____	_____	
Phone	Email address	

\_\_\_\_\_  
PARKA (Agent for Owner) (Signature) \_\_\_\_\_  
date

## **MOLD PREVENTION ADDENDUM**

It is the goal of PARKA to provide a quality living environment for our residents. To help achieve this goal it is important we work together to minimize any mold growth in your property. 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. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside an apartment, mold can grow. There is conflicting scientific evidence as to what contributes a sufficient accumulation of mold that could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

### **Preventing Mold Begins With You**

In order to minimize the potential for mold growth in your residence, you must do the following:

- Keep your residence clean – particularly the kitchen, the bathroom(s), carpets and floors. Regularly vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulating on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines, especially if the leak is large enough for water to infiltrate nearby walls. When showering, be sure to keep the shower curtain inside the tub and fully close the shower doors.

### **In Order to Avoid Mold Growth**

It is important to prevent excess moisture buildup in your residence. Failure to promptly pay attention to leaks and moisture that might accumulate on residence surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- 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 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.

### **Resident Obligations Regarding Mold**

Resident will provide appropriate climate control within the residence, keep the residence clean, and take other measures to retard and prevent mold and mildew from accumulating in the residence. Resident agrees to clean and

dust the resident on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees to periodically inspect all sinks, bathtubs, toilets, shower enclosures, refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, and air conditioners and the connections, discharge lines and the areas surrounding each, to ascertain whether there are any water leaks or signs of water leaks. Resident agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the residence.

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

### **Agent's Obligations Regarding Mold**

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

### **Remedies**

A breach of this Mold Addendum by Resident will be a material violation of the Lease allowing Agent to recover possession of the residence, following Demand for Possession or Compliance, with right of eviction upon three days notice, in accordance with the State law, and all other rights and remedies contained in the Lease.

In the event of a breach of this Mold Prevention Addendum by Agent, Resident's sole and exclusive remedy will be to immediately vacate the residence and Resident's obligations to continue to pay rent will terminate on the date Resident delivers possession of the residence to Agent. Agent and/or Owner will in no event be liable for consequential damages such as damages to Resident's personal property, or claims of adverse health conditions associated with exposure to mold.

### **Warranties, Indemnifications and Release**

Resident hereby indemnifies and will hold Agent and Owner harmless from any and all claims or causes of action, arising (in whole or in part) from Resident's breach of the obligations contained in this Mold Prevention Addendum. Resident hereby releases Agent and Owner from any and all claims of Resident or Occupant for the presence of mold in the residence, other than claims based on breach of this Mold Prevention Addendum by Agent and further releases Agent and Owner from any and all claims of consequential damages such as damages to Resident's personal property, or claims of adverse health conditions associated with exposure to mold.

THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY GRACE PROPERTY MANAGEMENT & REAL ESTATE'S LEGAL COUNSEL, TSCHETTER SULZER, PC.

\_\_\_\_\_  
Tenant / Resident (Print)

\_\_\_\_\_  
Tenant / Resident (Signature)

\_\_\_\_\_  
date

\_\_\_\_\_  
PARKA (Agent for Owner) (Signature)

\_\_\_\_\_  
date

## **LEASE ADDENDUM FOR CRIME FREE AND DRUG FREE HOUSING**

Tenant and PARKA (Agent) agree as follows:

1. Recreational marijuana use is legal in Colorado. However, both Colorado law and federal law give us the right to prohibit it. Marijuana use, possession, and /or growing is prohibited and violators will be evicted.
2. Tenant, any member of the Tenant's household, any guest of Tenant, or any other person under Tenant's control or about the Premises with Tenant's knowledge or consent (collectively "persons") will not engage or facilitate any criminal activity (as defined in State or federal law) on, or near the Premises, including but not limited to, any violent criminal activity or any drug related criminal activity (collectively "criminal activity" or "substantial violation" interchangeably). The Tenant or any other persons will not permit the Premises to be used for or to facilitate criminal activity. Tenant agrees and acknowledges that Tenant has an affirmative duty to abstain from any criminal activity and to prevent criminal activity by any other persons including but not limited to immediately notifying a law enforcement officer at the first sign of Tenant's knowledge of the criminal activity which constitutes any substantial violation agreed to in this addendum or at law (collectively "substantial violation"), and cooperating with law enforcement with respect to the substantial violation. For the purpose of this addendum, criminal activity also includes any activity or conduct by any person that a reasonable person would conclude, has the potential for escalating into or becoming criminal activity. Tenant agrees that tenant's affirmative duty extends to being responsible for the conduct and actions of all persons regardless of any culpability or knowledge on Tenant's part, that Tenant's affirmative duty extends to making all persons aware of Tenant's obligations, covenants, and duties under this Addendum, and that Tenant's duties extend to all conduct whether or not such conduct occurs in Tenant's unit. Tenant may not assert as a defense in any eviction action against Tenant based on violation of this Addendum that Tenant did not know any person, occupant or guest was in violation of this Addendum. The use, distribution, or growing of medically marijuana will not be allowed.
3. Not limiting the broadest possible meaning as defined in this Addendum or at law, violent criminal activity also includes, but is not limited to, any criminal activity that has as one of its elements the use, attempted use or threatened use of physical force, or intimidation against the person or property of another. Not limiting the broadest possible meaning as defined in this Addendum or at law, drug related criminal activity means the manufacture, sale, distribution, use or possession of a controlled substance, as defined by C.R.S. §12-22-303, or defined by any other law, state or federal, and also includes the manufacture, sale, distribution, use or possession of marijuana, marijuana concentrate, cocaine or any other illegal drug regardless of amount, and regardless of whether or not manufacture, sale, distribution, use, or possession of said drug is a misdemeanor or a felony. Tenant and Agent agree that any criminal activity as defined in this Addendum or at law is an act which endangers the person and willfully and substantially endangers the property of Agent, co-tenants, persons living on or near the Premises, and that such criminal activity constitutes a substantial violation under this Addendum or at law.
4. One or more violations of this Addendum by Tenant constitute a substantial violation of the Lease and material non-compliance with the Lease. Because Tenant and Agent agree that a violation of this Addendum constitutes a substantial violation, Tenant waives any and all legal rights of any kind whatsoever to claim or insist that Agent must first serve Tenant with a demand for compliance or possession in order to initiate an eviction action against Tenant for recovery of the Premises. Upon any violation of this Addendum by Tenant, Agent may terminate Tenant's right to occupancy all without terminating the lease or Tenant's obligation to pay rent as set forth in the Lease at Agent's election. Agent's



termination of Tenant’s right to occupancy will be effective with right of eviction upon three days notice to quit. Unless required by law, Agent will not be required to serve any other notices upon tenant in order to terminate Tenant’s right of possession. Proof of the violation of this Addendum will be by a preponderance of the evidence, unless otherwise provided by law. In case of any conflict between the provisions of the Lease and this Lease Addendum, the provisions of this Lease Addendum will govern. This Lease Addendum is incorporated into the Lease executed or renewed between the Agent and the Tenant.

THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY GRACE PROPERTY MANAGEMENT & REAL ESTATE’S LEGAL COUNSEL, TSCHETTER SULZER, PC.

Tenant / Resident (Print)	Tenant / Resident (Signature)	date
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PARKA (Agent for Owner) (Signature)	date
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**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

## **LEAD-BASED PAINT DISCLOSURE (Rentals)**

**WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY.**

**Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty up to \$10,000 (plus adjustment for inflation) for each violation.**

### **Disclosure for Target Housing Rentals and Leases Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

#### **Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

#### **Landlord's Disclosure to Tenant and Real Estate Licensee(s) and Acknowledgment**

1. Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.
2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):
  - ☒ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
  - ☐ Landlord has knowledge of lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
\_\_\_\_\_  
\_\_\_\_\_
3. Records and reports available to Landlord (check one box below):
  - ☒ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
  - ☐ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):  
\_\_\_\_\_  
\_\_\_\_\_

#### **Tenant's Acknowledgment**

4. Tenant has read the Lead Warning Statement above and understands its contents.
5. Tenant has received copies of all information, including any records and reports listed by Landlord above.
6. Tenant has received the pamphlet "Protect Your Family From Lead in Your Home."

#### **Real Estate Licensee's Acknowledgment**

Each real estate licensee signing below acknowledges receipt of the above Landlord's Disclosure, has informed Landlord of obligations and is aware of licensee's responsibility to ensure compliance.

#### **Certification of Accuracy**

I certify that the statements I have made are accurate to the best of my knowledge.

\_\_\_\_\_  
PARKA (Agent for Owner) (Signature)

10/06/2024

\_\_\_\_\_  
date

## **Radon Discloser and Acknowledgement**

This disclosure document is required to be provided to any tenant renting a residential property in Colorado per SB-23-206.

**The Colorado Department of public health and environment strongly recommends that all tenants have an indoor radon test performed before leasing residential real estate and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can be reduced by a radon mitigation professional.**

**Residential real property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon induced lung cancer. Radon, a class A human carcinogen, is the leading cause of lung cancer and non-smokers in the second leading cause of lung cancer overall. A landlord is required to provide the tenant with any known information on the radon test results of the residential real property.**

Landlord     \_\_\_ does               X   does not

have any knowledge of the residential real property's radon concentrations, including:

- a. Whether a radon test or tests have been conducted on the residential real property.
- b. The most current records and reports pertaining to radon concentrations within the residential real property.
- c. A description of any radon concentrations detected or mitigated or remediation performed; and
- d. Information regarding any radon mitigation system, or a system description of documentation or if a radon mitigation system has been installed in the residential real estate.

By signing below, tenant acknowledges receipt the most recent brochure published by the Department of public health and environment in accordance with section 25-11-1142(2)(a) that provides advice about radon and real estate transaction.

Additional copy of Colorado radon brochure can be found at  
<https://oitco.hylandcloud.com/cdpherpap/docpop/docpop.aspx>

\_\_\_\_\_  
Tenant / Resident (Print)

\_\_\_\_\_  
Tenant / Resident (Signature)

\_\_\_\_\_  
date

\_\_\_\_\_  
PARKA (Agent For Owner) (Signature)

\_\_\_\_\_  
date

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# **WELCOME !!**

**We are pleased to welcome you as a new Resident! In order to make your move-in a smooth transition, please read the important information below.**

## **Rent/Payment Methods:**

All rent payments are due on the 1<sup>st</sup> day of each month. If your rent is not received by the 1<sup>st</sup> day of the month it will be considered late and a late fee will be charged on the 2<sup>nd</sup> day of the month, per the terms of your lease. Please note that late fees will be charged per the term of the lease and are not negotiable.

1. **Pay via cash, unless written approval for other methods.**
2. With written approval, you may mail payment to our office. Acceptable forms of payment are money orders or certified funds or Venmo.

## **Maintenance / Repair Requests: \*\*In the event of an emergency call 911\*\***

1. All non-emergency maintenance requests may be made by texting **970-690-3225**.
2. For any after hour emergency call a local contractor immediately.

*An emergency request to the above number should only be made if health or safety is threatened or damage to property is being caused. For example, no heat or hot water in winter IS an emergency; no A/C in the summer is NOT an emergency. A leaking hot water heater IS an emergency, but a drippy faucet is NOT.*

## **Property Inspections:**

Landlord/Agent will conduct regular property inspections on each property. You can expect to hear from us in the coming weeks/months to schedule a brief walk-through of your home.