

GUARDIAN REAL ESTATE SOLUTIONS LEASE TEMPLATE

This Residential Lease Agreement (“Agreement”) is made on the undersigned date by and between:

1. THE PARTIES

Landlord / Property Manager

Guardian Real Estate Solutions

Mailing Address: 2301 E Pikes Peak Ave, Colorado Springs, CO 80909

Phone: 719-445-9468

Email: info@guardianrealestatesolutions.com

Contact: Kaitlyn Gardner

Tenant(s):

Name(s): _____

Approved Occupants (in addition to Tenant):

Name(s): _____

2. PROPERTY

Property Address: _____

Residence Type:

☐ Single-Family Home ☐ Apartment ☐ Townhome ☐ Duplex ☐ Other: _____

Bedrooms: ____ Bathrooms: ____

3. FURNITURE

☐ The Property is not furnished.

☐ The Property is furnished (attach inventory list as Addendum).

5. RENT

5.1 Monthly Rent Amount: \$ _____

Due Date: 1st day of each month.

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5.2 Acceptable Payment Methods:

☐ Online Tenant Portal ☐ ACH ☐ Certified Funds ☐ Other: _____

5.3 First Month's Rent (Due at Signing):

First Month's Rent Amount: \$ _____

Due Date (Due at signing unless otherwise stated): _____

6. TERM

6.1. Lease Type:

☐ Standard Fixed-Term Lease ☐ Month-to-Month

6.2. Start Date: _____

End Date: _____ (ends at midnight on the End Date)

7. EARLY MOVE-IN

For any mid-month move-in, the first month's rent shall be due in full, and the following month's rent will be prorated according to the number of days Tenant occupies the Property.

7.2. Prorated Rent (if applicable): \$ _____ due on: _____

8. SECURITY DEPOSIT

8.2. Security Deposit Amount : \$ _____

8.3. Deposit Handling / Return:

Within 60 days after move-out, we will send out the inspection report and the security deposit accounting, including any refund or an itemized statement and bill for amounts due beyond the deposit, as permitted by law.

9. PRE-PAYMENT OF RENT

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Tenant is not required to pre-pay rent other than the First Month's Rent due at signing, unless otherwise agreed in writing.

10. LATE RENT, POSTING, AND LEGAL FEES

10.1. Late Fee:

Rent is considered late after 5:00 PM on the 5th of the month. A \$75 late fee will be assessed on the 6th.

NSF / RETURNED PAYMENT FEE Returned Payment Fee: \$30 per occurrence.

10.2 Posting and Legal Submission Fees (after the 10th):

If arrangements to pay have not been made in writing by the 10th of the month, Tenant agrees to the following additional charges:

- Posting Fee: \$75
- Attorney/Lawyer Fees: actual costs billed to Tenant
- Court costs and related service fees: actual costs billed to Tenant

10.3. No Waiver:

Charging fees does not waive Landlord's/Manager's right to begin legal action, including eviction, as permitted by law.

11. PARKING

11.1. Designated Parking:

Tenants may park only in designated parking areas provided with the Property.

11.2. Prohibited Parking:

- No vehicles parked on lawns/grass
- No inoperable/non-running vehicles stored on the Property
- No vehicle repairs performed on site (unless approved in writing)

11.3. Towing:

Unauthorized vehicles may be towed at Tenant's expense.

12. UTILITIES & SERVICES

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12.1. Landlord Responsibility:

Landlord/Property Manager is not responsible for utilities/services unless specifically stated in writing.

12.2. Tenant Must Set Up Accounts:

Tenant is responsible to set up and maintain utilities in Tenant's name prior to move-in (unless prohibited by provider/HOA).

12.2. Utilities Responsibility (check all that apply):

☐ Electricity ☐ Gas ☐ Water ☐ Sewer ☐ Trash ☐ Internet/Cable ☐ Other: _____

12.3. Providers for this address:

Electric/gas: ☐ Colorado Springs Utilities ☐ Black Hills Energy ☐ Mountain View Electric ☐ Other: _____

Water/Sewer Options: ☐ Colorado Springs Utilities ☐ security water and sanitation ☐ Other: _____

Internet Options (Tenant choice): ☐ Xfinity ☐ CenturyLink ☐ StratusIQ ☐ Other: _____

Trash Options (Tenant choice): ☐ Springs Waste ☐ Waste Management ☐ Bestway Disposal ☐ Other: _____

13. APPLIANCES & LAUNDRY

Appliances Included (check all that apply):

☐ Refrigerator ☐ Oven/Range ☐ Dishwasher ☐ Microwave ☐ Disposal ☐ Washer ☐ Dryer ☐ Other: _____

Laundry Configuration:

☐ Washer/Dryer included in unit
☐ Washer/Dryer hookups in unit
☐ Shared laundry (shared with: _____)
☐ No laundry provided

Appliance Care:

Tenants must use appliances properly and promptly report failures through the Tenant Portal.

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14. PETS (INCLUDING SERVICE/ESA)

14.1. Pets Permitted:

☐ Pets Allowed ☐ No Pets Allowed

14.2. Approved Pet Details (if allowed):

Pet Name: _____ Type/Breed: _____ Weight: _____ Age: _____

Pet Name: _____ Type/Breed: _____ Weight: _____ Age: _____

14.3. Pet Screening Requirement:

All pets must be screened and approved prior to occupancy and added to the lease and application. Pet

Screening Link: _____

14.4. Pet Fees (if allowed):

Pet Deposit: \$ _____ Monthly Pet Rent: \$ _____ Other: _____

14.5 Unauthorized Pets:

Any unauthorized pet will result in an immediate \$300 Unauthorized Pet Fee, plus any pet deposit/pet rent

retroactively if the Owner allows the pet. If pets are not allowed, the unauthorized pet constitutes a lease

violation and Tenant will have 10 days to correct after written notice.

14.5. Service Animals / ESA:

Service animals and properly documented ESAs are handled in accordance with applicable law and must

be registered with management prior to or during the term.

15. MOVE-IN INSPECTION

Tenant is required to complete and return the Move-In Inspection within five (5) days of move-in. If it is not

completed within that timeframe, the most recent inspection conducted by management will be deemed

accepted and incorporated as part of this Agreement. The purpose of this inspection is to document the

condition of the Property and to protect the Tenant from liability for any prior or pre-existing damage.

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16. SMOKING POLICY

No Smoking:

Smoking is not permitted anywhere on the Property, including vaping and marijuana/tobacco products.

17. RENTERS INSURANCE

17.1. Tenant must maintain renters insurance for the duration of tenancy with minimum \$100,000 liability and provide proof before the start of the term and upon renewal.

17.2. Interested Party:

Guardian Real Estate Solutions must be named as an additional interested party.

17.3. Failure to Provide Proof:

If we do not have current proof on file and are unable to obtain it from Tenant, Guardian Real Estate Solutions may place coverage and bill Tenant monthly for the policy.

18. SUBLETTING / ASSIGNMENT

18.1. Subletting:

Tenant may not sublet all or any part of the Property without prior written consent. If allowed, Tenant remains fully responsible for the subtenant and all related costs (including eviction/legal costs).

18.2. Assignment:

Tenant shall not assign this Agreement without the prior written consent of Guardian Real Estate Solutions.

Any proposed assignee must complete the application and approval process, and any approved lease assignment shall be prepared and executed solely by Guardian Real Estate Solutions.

19. NOTICES

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19.1. Notice Delivery:

Notices must be in writing and delivered to the addresses below, and or filled out in person.

19.2. Landlord/Manager Notice Address:

Guardian Real Estate Solutions, 2301 E Pikes Peak Ave, Colorado Springs, CO 80909

Email: info@homefortproperties.com

20. AUTHORIZED PERSONS

Only Tenant(s), approved Occupants, and approved Guests are permitted on/in the Property unless otherwise approved by Landlord/Manager.

21. OCCUPANCY, GUESTS, AND UNAUTHORIZED OCCUPANTS

21.1. Occupancy Limitation:

Only individuals listed may reside at the Property.

21.2. Guest Stays / Written Notice:

Tenant must notify Guardian Real Estate Solutions in writing if any guest intends to stay longer than seven (7) days...

21.3. Unauthorized Occupancy:

Unauthorized occupants constitute a lease violation...

22. MAINTENANCE

22.1. Reporting:

All maintenance requests must be submitted immediately through the Tenant Portal.

22.2. Emergencies:

Call 719-445-9468 immediately. Call 911 first if there is danger to people/property (fire, gas leak, life safety). For flooding or major water issues, call Guardian Real Estate Solutions immediately.

22.3. General Tenant Maintenance Responsibilities:

Tenant is responsible for routine upkeep including (as applicable):

- Light bulbs, filters, basic housekeeping

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- Proper disposal practices; keeping drains clear
- Lawn care and exterior upkeep to HOA/community standards (if applicable)

22.4. Bill-Back for Tenant-Caused Issues:

If maintenance is required due to tenant misuse/negligence, costs may be billed back (examples: wipes/toys flushed; service call where breaker was simply flipped and no repair was needed). If the issue is a true system failure (plumbing failure, wiring failure), management will coordinate repairs per owner responsibility.

24. ALTERATIONS

No Alterations Without Permission:

Tenant may not alter/modify the property (paint, fixtures, locks, mounts, landscaping changes) without written approval.

25. RIGHT OF ENTRY / ACCESS

25.1. Notice and Permission:

Guardian Real Estate Solutions will not enter without prior notice and tenant permission, except in emergencies.

25.2. Keys/Access Provided:

Access will be provided after receipt of required amounts due at signing and any required approvals.

26. HOA / COMMUNITY RULES AND SHARED AMENITIES

26.1. HOA Rules:

If the Property is in an HOA/community, Tenant must comply with all rules. Fines caused by Tenant are billed to Tenant.

26.2. Shared Amenities Access (if applicable):

☐ Pool ☐ Gym ☐ Clubhouse ☐ Parking ☐ Other: _____

27. ABANDONMENT

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27.1. Abandonment / Default:

If Tenant abandons/vacates without notice, it may be treated as default. The Property may be inspected with proper notice as required.

27.2 Lock Change After Posting / No Contact:

If the Property appears abandoned and we do not hear from Tenant, after 10 days past posting of violation (and as permitted by law), Guardian Real Estate Solutions may enter, secure the property, and change locks.

28. DEFAULT

28.1. Tenant Default:

Default occurs for non-payment and other uncured violations after written notice and the applicable cure period (or longer if required by governing law). Landlord may pursue remedies including termination and legal action.

29. PROHIBITED ITEMS AND ACTIVITIES

The following items and activities are strictly prohibited on or within the Property without prior written approval from Guardian Real Estate Solutions:

- Waterbeds or any liquid-filled furniture
- Open or unsecured trampolines
- Above-ground or in-ground swimming pools not provided by the Property
- Growing, cultivating, processing, or storing marijuana or any controlled substances
- Storage or use of illegal drugs or paraphernalia
- Manufacturing, selling, or distributing any illegal substances
- Storage of hazardous, flammable, or explosive materials, including but not limited to gasoline, propane tanks, fireworks, chemicals, or ammunition beyond normal household quantities
- Operating any business, store, or commercial enterprise from the Property without written approval
- Use of the Property for any illegal activity
- Firearms discharge on the Property
- Large bonfires or open flames not contained in an approved fire pit
- Unauthorized structural modifications or construction
- Excessive storage that creates a safety or fire risk
- Any activity that endangers the Property, neighbors, or occupants

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Violation of any item in this section shall be considered a material breach of the Lease and may result in fines, required corrective action, or immediate termination of tenancy as allowed by law.

30. RENEWAL NOTICE / RENT INCREASES / MONTH-TO-MONTH

30.1. Renewal Notice:

Guardian Real Estate Solutions will provide 60 days' notice for renewal and any rent increase.

30.2 Failure to Sign Renewal:

If Tenant does not sign renewal terms by the deadline, tenancy converts to month-to-month at the renewal rent amount plus a month-to-month administrative fee of \$300, as permitted by law.

31. EARLY TERMINATION / BREAKING THE LEASE

31.1. Military Deployment:

No early termination fee. Tenant must provide notice as soon as possible; rent owed through end of the month of move-out (or as required by SCRA).

31.2. All Other Early Termination:

60 days written notice required and one month's rent early termination fee (in addition to rent owed through the notice period). Security deposit may not be used to pay this fee.

32. MOVE-OUT, CLEANING, KEYS, AND RE-KEY

32.1. Move-Out Inspection:

Final inspection will be completed after Tenant vacates and removes all belongings unless otherwise agreed in writing.

32.2. Cleaning Standard / Carpet Cleaning:

Property must be returned to the same cleanliness standard as move-in. Carpets must be professionally cleaned; receipt must be provided.

32.3. Keys / Copies:

All keys, remotes, and any copies made must be returned by move-out.

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32.4. Re-Key Fee:

If any keys are missing, a \$225 re-key charge will be assessed.

32.5. Deposit Accounting:

Within 60 days after move-out, we will send out the inspection report and security deposit accounting, including any refund or bill for amounts owed beyond the deposit.

33. DISPUTE RESOLUTION / GOVERNING LAW / MISCELLANEOUS

33.1. Governing Law: Colorado law (and the jurisdiction where the property is located) governs this Agreement.

33.2. Dispute Resolution:

Parties agree to attempt an amicable resolution. If unresolved, disputes may be handled through binding arbitration if lawful and mutually enforceable.

33.3. Indemnification:

Tenant indemnifies Landlord/Manager for losses arising from Tenant's use/occupancy except for Landlord gross negligence/willful misconduct.

33.4. Sale of Property:

The sale of the Property or a change in property management shall not terminate or alter this Lease; this Agreement shall remain in full force and effect and will be transferred to any new owner or management company.

34. CO-SIGNER

Co-Signer Required? ☐ Yes ☐ No

If yes, Co-Signer Addendum is attached and incorporated.

35. ADDITIONAL TERMS FOR THIS PROPERTY

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36. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties, including attachments/addenda, and supersedes prior discussions.

AMOUNT DUE AT SIGNING

First Month's Rent: \$ _____

Security Deposit: \$ _____

Pet Fees (if applicable): \$ _____

Other (if applicable): \$ _____

Total Due at Signing: \$ _____

37. SIGNATURES

Landlord / Property Manager (Guardian Real Estate Solutions):

Signature: _____ Date: _____

Print Name/Title: _____

Tenant:

Signature: _____ Date: _____

Print Name: _____

Additional Tenant (if applicable):

Signature: _____ Date: _____

Print Name: _____

Co-Signer (if applicable):

Signature: _____ Date: _____

Print Name: _____

TEEMPLATE ONLY