**LIFTVIEW CONDOMINIUMS MASTER RENTAL AGREEMENT**

THIS RENTAL AGREEMENT, dated this day of between and:

Name Social Security Number

hereinafter referred to as "Tenant." All persons who are to occupy the Premises must be listed above and all persons over 18 years of age must sign this Rental Agreement.

 **1. DESCRIPTIONS AND TERM**

 A. The Landlord, in consideration of the rent reserved herein to be paid by said Tenant and of the other covenants, agreements and conditions hereinafter contained to be kept, performed and observed by said Tenant, does hereby let and lease unto said Tenant Condominium Number in Building  located at 998 W. Beaver Creek Blvd, Avon CO, LiftView Condominiums , in the County of Eagle, State of Colorado, including  hereinafter referred to as the "Premises," to be used and occupied only by the above-listed persons as a private residence, and for no other purpose, for the Term beginning on  and ending on  (the "Term"). Tenant agrees to give written notice of intent to vacate to Landlord at least 30 days prior to expiration of the Term of this Rental Agreement or 30 days prior to the expiration of any month-to-month holdover period.

 B. As part of this Lease, Landlord does hereby let and lease unto Tenant parking privileges pursuant to the LiftView Condominiums Rules and Regulations attached hereto as "Exhibit A" and incorporated by reference.

 **2. RENT**

 A. The total monthly rent under this Rental Agreement shall be *$* , which amount shall be payable on the *1st of* each and every month during the Term of this Rental Agreement, in advance, without notice or demand, offset or deduction, commencing on . Landlord or Manager acknowledges upon execution hereof the receipt of the first month's rent being  *,* for the period from to Thereafter, rent shall be due and payable, in advance, on the *1st* of each month during the Term of this Rental Agreement. Tenant shall be liable for the payment of all rent due prior to the expiration of the Term of this Rental Agreement or any extension thereof. In no event shall any monthly installments of rent be prorated to the date the Tenant vacates the Premises. All rent shall be paid at the address of the Landlord or Manager, as hereinafter defined.

 B. Any payment received after the **5th**day of any calendar month in which the rent is due shall be subject to a *$*  late fee. Beginning on the *6th* day of any calendar month, an additional *$*  charge, per day, will be assessed each day the rent is not received at the address of the Landlord or Manager. In addition to the charges described above, any rent or charge not received by the 3rd day of any calendar month shall accrue interest at 18% per annum until paid.

 C. Any check tendered by Tenant and returned to Landlord unpaid for insufficient funds, or otherwise, will incur a *$*  fee in addition to the late charges described in paragraph B above. Upon the dishonor of any check tendered by Tenant, Landlord may, at its sole and absolute discretion, require that all future payments be made by cashier's check, certified check, or money order.

 **3. SECURITY DEPOSIT**

 Tenant deposited with the Landlord on \_\_\_\_\_\_\_\_\_\_(date), $ as a Security Deposit for the payment of all rent and other amounts agreed to be paid, and for faithful performance of all the terms, conditions and covenants of this Rental Agreement, including any loss, damage or expense, including attorneys' fees, sustained by Landlord because of Tenant's failure to comply with this Rental Agreement. Among other items, the cost of labor and materials for cleaning and repairs, over and above "normal wear and tear", the amount of delinquent payments and late charges may be deducted from the Security Deposit. Tenant agrees that this security Deposit may not be used by the Tenant to offset any month's rent, including rent for the last month of occupancy; provided, however, Landlord shall have the right, but not the obligation, to apply the Security Deposit, or so much thereof as has not been retained by Landlord for other reasons, to unpaid rent or portions thereof. Tenant agrees that the Landlord shall have sixty (60) days after the termination of the Rental Agreement, or expiration of the Term, whichever occurs last, to return the Security Deposit, or any portion thereof, without interest, to Tenant. A Statement of the reasons for Landlord's retention of any portion of the Security Deposit shall accompany the refund, if any. If the Tenant has not received a refund of the unused portion of the Security Deposit within 60 days after termination of this Rental Agreement, Tenant may request return of the deposit by written request to the Landlord at the address set forth herein. In the event of a dispute regarding the return of the Security Deposit, Manager will provide Tenant with Landlord's mailing address. Landlord, in its sole and absolute discretion, shall have the right at any time, but without obligation, to apply all or any part of the Security Deposit towards the curing of any default by Tenant. If such Security Deposit is so applied, Tenant shall, upon demand by Landlord, deposit with Landlord within three (3) working days an amount equal to the amount of the Security Deposit so applied. In the event of a sale or transfer of title of the Premises and /or substitution of the Manager thereof, Tenant agrees that the Security Deposit may be transferred to the succeeding Landlord and/or Manager, whereupon Landlord and Manager shall be released from any and all liability for said Security Deposit. \*In addition to the above, please reference and initial Amendment "A" located on the last page of this rental agreement, and hereby made a part of this Rental Agreement.

 Initial\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **4. UTILITIES**

All charges for heating and electrical shall be paid by \_\_\_ Tenant \_\_\_\_Landlord.

 All charges for water shall be paid by \_\_\_\_\_Tenant \_\_\_\_\_Landlord. Price per gallon as charged by the HOA, which is adjusted in accordance with Eagle River Water rates.

Tenant shall give the Landlord prompt notice of any defects in or accidents to the water lines, pipes, or faucets, electric wiring, heating apparatus, or other part of the Premises in order that same may be repaired as soon as reasonably possible. Tenant may be held liable for any additional damages caused by Tenant's failure to give prompt notice of defects or accidents. Landlord will have no liability for interruption or discontinuance of services provided. Tenant shall be responsible for and shall pay in full for any drain stoppages caused by Tenant, Tenant's family or guests.

 **5. CONDITION AND REPRESENTATION OF PREMISES**

 The parties hereto have executed a Condominium Inspection report, which is incorporated herein by reference as though fully set forth herein. The inspection report details the condition of the Premises and its contents, which the Tenant has been provided an opportunity to verify. The Tenant accepts the Premises in its present AS IS condition and the Inspection Report shall be conclusive evidence that the Premises were in a clean and orderly condition when possession was taken by Tenant. Tenant agrees to keep the Premises in a good clean condition; to make no alterations or additions to the same without prior written consent of Landlord; to obey all laws and ordinances affecting the Premises; to replace all glass broken or cracked; to repay the Landlord the cost of all repairs made necessary by the negligent or careless use of the Premises by Tenant, Tenant's family or guests; and to surrender the Premises at the termination of the Lease in like conditions as when taken, reasonable wear and tear excepted. Tenant shall pay to Landlord the cost of all repairs Landlord has made in the Premises on behalf of the Tenant within 14 days of Tenant's receipt from Landlord of a statement for said repairs, and such costs, if not paid when due, shall be added to and become part of the rent payable. Tenant acknowledges that during the Term, it will be responsible, at its sole cost and expense, for all repairs, maintenance and replacements in the Premises, excluding the utility systems and appliances furnished by Landlord, unless damage was due to the Tenant's negligence, in which event Tenant will be responsible. Charges described in this paragraph shall survive the termination of this Rental Agreement.

 **6. DESTRUCTION OF PREMISES**

 In case of partial destruction or injury to the Premises by fire, the elements or other casualty, the Landlord shall repair the same with reasonable dispatch after notice to Landlord of such destruction or injury, unless Landlord elects to terminate this Rental Agreement as described below. In the event that Premises are damaged by fire, the elements, or other casualty, or in the event the building of which the Premises are a part (even if the Premises are not affected) he injured or destroyed, the Landlord may decide within a reasonable time not to rebuild. If Landlord elects not to rebuild, the term of this Lease shall cease and the rent shall be paid up to the date of such injury or damage and both parties shall be relieved of future obligations hereunder.

 **7. CONDEMNATION**

 If the whole, or any part of the premises shall be taken by any competent authority for any public or quasi-public use or purpose, the Term of this Rental Agreement shall terminate as of the date on which possession of the part to be taken shall be required any awards received as a result of the taking shall belong to and be the sole property of the Landlord.

 **8. RIGHT OF RE-ENTRY**

 Landlord, its agents or employees, shall have the right at any time to enter the Premises by use of a master or pass key or other means, to include disarming any intrusion alarm, if applicable, to examine the Premises to make repairs, additions or alterations as deemed necessary or proper for the safety, maintenance, replacement of items in, improvement or preservation of the Premises, and to perform repairs that Tenant failed to perform which are the Tenant's responsibility hereunder. However, nothing shall require the Landlord to make such repairs addition or alterations. Landlord shall not be liable in any manner for any inconvenience, discomfort, disruptions or interference with Tenant's occupation of the Premises by reason of making any repairs, alterations or improvements to the Premises. All repairs, alterations or improvements may be done during the usual working hours of Landlord or its agents or employees, unless Tenant shall request in writing that such repairs be done during other hours and prepay any additional charges resulting from such request. Landlord, its agents or employees may enter the Premises for the purpose of showing the Premises to prospective Tenants, mortgagees or purchasers.

 **9. ASSIGNMENT AND SUBLETTING**

 The Tenant shall not allow anyone to share the Premises, keep roomers or boarders, nor assign, sublet or transfer the Premises or any interest therein without the Landlord's prior written consent, which consent shall not be unreasonably withheld. Additionally, such written consent to one assignment or transfer of this Rental Agreement or subletting shall not be considered as a waiver of the requirement of Landlord's consent to any subsequent assignment, transfer or subletting, nor shall such written consent by Landlord to an assignment or transfer release the transferring Tenant from Liability of rent or otherwise. Any reported transfer, assignment or subletting without the Landlord's written consent having been first obtained shall be null and void and of no force or effect and shall be considered a breach of this Rental Agreement.

 **10. WAIVER OF LANDLORD LIABILITY**

 The Tenant agrees that Landlord shall not be liable for any damage and/or injury to the Tenant, the Tenant's family, guests, agents or employees or to any person entering the Premises or the building or the Sunridge At Avon Phase I community of which the premises are a part, or to the goods and personal property of such Tenant or Tenant's family, guests, agents or employees, resulting from any defect in the structure and/or any equipment held within such structure, or from any cause or reason whatsoever. Tenant further indemnifies and holds Landlord harmless from all claims of every kind and nature, including without limitation claims caused by damage from water, rain, snow, sleet, ice, fire, frost, storms and/or by breakage, stoppage or leakage of water, gas, heating and sewer pipes, or plumbing upon, about or adjacent to the Premises. LANDLORD STRONGLY URGES Tenant TO OBTAIN INSURANCE ON THE PERSONAL PROPERTY OF SUCH Tenant. Tenant's PERSONAL PROPERTY IS NOT COVERED FOR ANY LOSS BY LANDLORD'S INSURANCE.

 Initial\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **11. RULES AND REGULATIONS**

 The Tenant agrees that all Rules and Regulations, attached hereto as "Exhibit A", approved and adopted by the Landlord and made known to the Tenant through this Rental Agreement has the same force and effect as this Rental Agreement, and the Tenant agrees that Tenant and Tenant's family and guests will abide by all such Rules and Regulations, as well as all Town Of Avon and Eagle County laws and ordinances affecting LiftView Condominiums. Tenant agrees to inquire from time to time during the Term of this Rental Agreement as to any changes or corrections to such Rules and Regulations, in addition to any additional Rules and Regulations now or further adopted by Landlord, and further agrees that Tenant and Tenant's family and guests will abide by all such Rules and Regulations now or further adopted by Landlord, and further agrees that Tenant and Tenant's family and guests will abide by such changes or additions. A copy of said Rules and Regulations shall be signed by Tenant and attached hereto and made a part of this Sunridge Master Condominium Rental Agreement. The failure of the Tenant or their guests to comply with the terms of the Governing Documents of Liftview shall constitute a default under this Rental Agreement and of the Liftview Declaration and such default shall be enforceable by either Liftview or the landlord, or by both of them.

 **12. VACATING THE PREMISES**

 Tenant agrees that upon the expiration of the Term of this Rental Agreement, or upon termination of this Rental Agreement, or the Termination of Tenant's possession of the Premises, whether or not this Rental Agreement has been terminated, Tenant will immediately peacefully surrender and deliver the Premises described above, together with all improvements made to said Premises, to the Landlord, Landlord's agents and assigns. Tenant agrees to accompany Landlord or Manager on a final inspection of said Premises upon expiration or termination of this Rental Agreement and agrees to assist Landlord or Manager in completing a final inspection report at a mutually agreeable time. Tenant agrees that should Tenant not accompany Landlord or Manager on the final inspection of the Premises, within 3 days after request by Landlord or Manger, Tenant will accept the report as completed by the Landlord or Manager of the physical condition of the Premises and to pay for any and all damages assessed as a result of such inspection report.

 Tenant agrees to vacate the Premises prior to 5:00 p.m. on the last day of the Term of this Rental Agreement. No payments of money by the Tenant to the Landlord after giving notice of termination or demand for possession by the Landlord to the Tenant shall reinstate, continue, or extend the Term of this Rental Agreement or affect any notice given to Tenant prior to the payment of such money. It is agreed that after the service of such notice or the commencement of a lawsuit or after final judgment granting the Landlord possession of said Premises, the Landlord may collect/receive any amounts of money due under the terms of this Rental Agreement, and the payment of such amounts of money shall not waive said notice or in any other manner affect any pending lawsuit or judgment further obtained. Any personal property of Tenant remaining in the Premises after the expiration or termination of this Rental Agreement shall be deemed to be abandoned and Landlord may take such action as it desires to keep, sell or dispose of such property.

 **13. HOLDOVER OF TENANCY**

 Tenant agrees that Tenant's occupancy of the Premises beyond the Term of this Rental Agreement, if further extension is not agreed upon, shall not be deemed as a renewal of this Rental Agreement for the whole Term or any part thereof, but with Landlord's consent the same shall constitute a month-to-month tenancy. All other conditions of this Rental Agreement shall remain in full force and effects during such month-to-month tenancy, provided that Landlord may, upon 10 days' prior written notice to Tenant, modify the amount of the monthly rent to be paid by Tenant. Such month-to-month tenancy may be terminated by either party upon 30 days' written notice prior to the end of any calendar month.

 **14. RIGHT TO MORTGAGE**

 This Rental Agreement is subordinate to the lien of any mortgage or deed of trust now or hereafter encumbering the Premises and to all advances made or hereafter to be made thereunder. Tenant, within 10 days after the request of any lender or Landlord, will execute without any cost any instrument necessary or desirable to evidence the subordination of this Lease to any such mortgage or deed of trust. A refusal to execute such instrument shall entitle Landlord or assigns or legal representatives to the option of canceling this Rental Agreement on thirty (30) days' prior notice, without incurring any expense or damage, and the Term hereby granted is expressly limited accordingly.

 **15. QUIET POSSESSION**

 Landlord covenants that the Tenant, upon payment of rent and other charges hereunder and performing all of the covenants and observing all of the rules and regulations of this Rental Agreement, shall and may peacefully and quietly have, hold and enjoy the Premises for the above indicated Term.

 **16. DEFAULT**

 In the event of any default by Tenant in the full and timely payment of rent, any part of rent, or other monetary obligations or charges under this Rental Agreement, or if Tenant shall fail to fully observe or perform any of the conditions, covenants or agreements contained herein, or if Tenant shall abandon or vacate the Premises, or should Tenant enter into any bankruptcy proceeding, either voluntary or involuntary, or if Tenant shall have made any false statements to Landlord or Manager, or in the event of any misrepresentation by Tenant, then and in that event, and as often as the same may happen, it shall be lawful for the Landlord, at its election, with or without prior notice to either: (1) re-enter and repossess the Premises, with or without legal proceedings, as may be provided by applicable law, without thereby terminating this Rental Agreement and without prejudice to any claims for rent or breach of any covenants; provided, however, that in the event Landlord is able to re-let the Premises, Tenant shall be liable for a sum equal to the difference between the rent and other charges incurred in re-letting, reduced by that which Landlord realizes from such re-letting, or (2) Tenant shall remain liable to Landlord for the rent and other charges payable for the balance of the Term reduced by the proceeds, if any, in re-letting the Premises. Alternatively, at the option of landlord, in the event this Rental Agreement is terminated, Landlord shall be entitled to recover against Tenant, as damages for loss of the bargain and not as a penalty, an amount equal to the worth, at the time of termination, of the excess, of the amount of rent and other charges under this Rental Agreement for the balance of the Term, less the reasonable rental value of the Premises for the same period plus all amounts incurred by Landlord in order to obtain possession of the Premises and re-let the same, including attorney's fees. No action on the part of Landlord shall be construed as an election by Landlord to terminate this Rental Agreement unless written notice of termination is given to Tenant.

 The rights and remedies created in this Rental Agreement are cumulative and the exercise of any remedy shall not be taken to exclude or waive the right to exercise any other right or remedy.

 **17. PARTIAL PAYMENT OF AMOUNTS DUE**

 Acceptance by the Landlord, or Landlord's agents or assigns, of a partial payment of rent or other charges due under this Rental Agreement shall not be construed to waive any right of the Landlord, or Landlord's agents or assigns, or affect any notice of legal proceedings, unless both parties agree otherwise, in writing. any payment of less than the full amount of rent for a given month, regardless of endorsements to the contrary on a check or money order given by the Tenant in payment , shall be deemed a partial payment. Waiver by Landlord of any breach or condition of this Rental Agreement shall not be construed as a waiver of subsequent breaches or conditions.

 **18. ABANDONMENT**

 Ten days' physical absence by Tenant with rent remaining unpaid, or 10 days after the removal of a substantial portion of Tenant's personal property with rent remaining unpaid, and in either case, reason to believe that Tenant has vacated the Premises with no intent to continue to reside in the Premises, shall constitute abandonment of the Premises by Tenant. In such event, and in addition to Landlord's remedies set forth in the Default section of this Rental Agreement, Landlord may, but is not obligated to, enter into the Premises and re-let said Premises. Any personal property of Tenant remaining in the Premises shall be deemed to be abandoned and Landlord may take such action as it desires to keep, sell or dispose of such property.

 **19. NO OFF-SET FROM RENT DUE**

 Tenant releases and waives any right or power, now or in the future, whether created or allowed by statute, ordinance or otherwise, to deduct or off-set any sums due from rent or other charges due, whether such claim to off-set arises from Landlord's breach or failure or from any cause whatsoever.

 **20. NOTICES**

 Notices may be served upon Tenant in person, by certified mail, whether or not said mail may be accepted by Tenant, or by posting a copy of notice in the Premises. Landlord's or Manager's address of notice shall be the following:

or to such other address as Landlord notifies Tenant in writing.

 **21. TERMS**

 The terms "Landlord" and "Tenant" as used herein, or any pronoun used in its place, shall mean and include the masculine and the feminine, and the singular or the plural number according to the context used.

 It is agreed that these terms used shall include the executors, administrators, successors, heirs, subleases, assigns and legally appointed representatives of the parties, subject to the provisions of the Joint and Several Liability clause,

 The term "Manager" as used hereunder shall mean:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **22. JOINT AND SEVERAL LIABILITY**

 It is understood and agreed that each party signing this Rental Agreement as a Tenant is liable for the full amount of the rent and obligations of each party signing are joint and several.

 **23. SEVERABILITY**

 Should any court of competent jurisdiction declare any provision of this Rental Agreement invalid, the remaining provisions shall remain in full force and effect regardless of such declaration.

 **24. COSTS AND ATTORNEY'S FEES**

 If Tenant defaults under this Rental Agreement, and Landlord has obtained the services of an attorney with respect to the collection of these amounts, or Landlord has obtained the services of any attorney with respect to enforcing or attempting to enforce any of the terms and agreements of this Rental Agreement, Tenant agrees to pay to Landlord any costs or fees involved, incurred or paid by Landlord, including reasonable attorneys' fees, regardless of the fact that a suit has not been initiated, and if a suit is initiated, the Tenant shall also pay the costs for such suit. In the event either party brings an action against the other arising out of the provisions of this Rental Agreement, the prevailing party in such action shall be entitled to recover from the other party any and all costs or fees involved, including reasonable attorneys' fees.

 **25. WAIVER**

 No waiver of any Term, provision, covenant or condition of this Rental Agreement by Landlord shall be deemed to imply or constitute a further waiver of the same or any other term, provision, covenant or condition of this Rental Agreement. Whenever in this Rental Agreement Landlord reserves the right and power to give or withhold its consent to any action on the part of the Tenant, such right and power shall not be exhausted by the exercise on one or more occasions, but shall be a continuing right and power for the entire term of this Rental Agreement. Pursuit of any of the remedies provided to the Landlord shall not preclude pursuit of any of the other remedies provided in this agreement, or under law, nor shall the pursuit of any remedy constitute a forfeiture or waiver of any rent due to Landlord or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, covenants and conditions contained in this Rental Agreement. Forbearance by Landlord to enforce one or more of the remedies in this Rental Agreement provides upon an event of default shall not be deemed or construed to constitute a waiver of such default. The receipt by Landlord of rent with knowledge of the breach of any term, provision, covenant, or condition contained in this Rental Agreement shall not be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, covenants and /or conditions.

 **26. RELEASE OF LANDLORD LIABILITY**

 Tenant hereby releases Landlord, its agents, employees, successors and assigns, from any and all claims and/or damages for loss or theft of Tenant's personal property and/or which may arise out of any accidents or injuries to Tenant, Tenant's family or guests, that may occur in or about the Premises, the Liftview complex, or in connection with the existence of attractive nuisances on the Premises, playground equipment, and/or other recreational facilities or areas in or around the Premises of the Liftview Community. Tenant hereby assumes for himself/herself, members of Tenant's family and guests, any and all risks from any accidents in connection with any recreational facilities or areas. Tenant agrees that Landlord shall not be liable for any injury sustained by Tenant or any of such persons in connection with use of any of the aforesaid. all recreational facilities are supplied for the use of Tenant and at no charge for such use and Landlord shall not be liable for the failure to operate said facilities and Tenant’s, Tenant's family, and guests assume all risk for damage to persons or property arising out of the use of said facilities. Landlord reserves the right to close any or all facilities at any time.

1. **SECURITY**

 Tenant expressly acknowledges that neither Landlord or its agents has represented to Tenant that LiftView Condominiums is a secure complex and Tenant assumes all risk to persons and property.

 Initial\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **28. REPRESENTATIONS AND ENTIRE AGREEMENT**

 Tenant represents that in entering into this Rental Agreement Tenant has relied solely upon the statements contained in the Rental Agreement and that this Rental Agreement and any or all attachments contain the entire agreement between the parties. Tenant acknowledges that Tenant has read and fully understands this Rental Agreement and that no agent or representative of the Landlord has authority to change, add to, or detract from, the terms and provisions of this Rental Agreement, unless reduced to writing and executed by all parties. Tenant acknowledges receipt of a copy of this Rental Agreement and any or all attachments.

 **29. ADDITIONAL PROVISIONS**

THIS RENTAL AGREEMENT IS EXECUTED BY THE PARTIES ON THE DAY AND YEAR INDICATED ABOVE.

LANDLORD:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTE: ALL TENANTS OVER THE AGE OF 18 MUST SIGN THIS RENTAL AGREEMENT