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Residential • Commercial • Management

# RENTAL CONTRACT

## Residential

This Rental Contract is made as of \_\_\_\_\_, by and between \_\_\_\_\_ ("Agent"), and \_\_\_\_\_ (collectively "Tenant")

### PRINCIPAL TERMS

1. Capitalized terms, first appearing in quotations in this Section, and elsewhere in the Rental Contract, are definitions of such terms as used in the Rental Contract and shall have the defined meaning whenever used.

A. "PREMISES": \_\_\_\_\_

B. "TERM": Commencing \_\_\_\_\_ and expiring \_\_\_\_\_

C. "BASE RENT": \$ \_\_\_\_\_ per month

D. "TOTAL RENT": \$ \_\_\_\_\_ per month – if paid late (after the 3<sup>rd</sup>)

E. "SECURITY DEPOSIT": \$ \_\_\_\_\_ due upon execution of Rental Contract.

F. "OCCUPANTS": The property will be used only as living quarters for \_\_\_\_\_ people:

NAME	ADULT/*CHILD	NAME	ADULT/*CHILD
_____	<input type="checkbox"/> Adult <input type="checkbox"/> Child	_____	<input type="checkbox"/> Adult <input type="checkbox"/> Child
_____	<input type="checkbox"/> Adult <input type="checkbox"/> Child	_____	<input type="checkbox"/> Adult <input type="checkbox"/> Child
_____	<input type="checkbox"/> Adult <input type="checkbox"/> Child	_____	<input type="checkbox"/> Adult <input type="checkbox"/> Child

\* "Child" is any persons under the age of 18

G. "PETS": TOTAL: \_\_\_\_\_  
Name: \_\_\_\_\_ Type: \_\_\_\_\_ Breed: \_\_\_\_\_  
 male  female  neutered/spayed  
Name: \_\_\_\_\_ Type: \_\_\_\_\_ Breed: \_\_\_\_\_  
 male  female  neutered/spayed

H. "KEYS & GARAGE REMOTES": \_\_\_\_\_ keys and \_\_\_\_\_ garage opener remotes provided to the Tenant

### ADDITIONAL PROVISIONS:

2.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PARTIES, PROPERTY AND TERMS**

3. Tenant hereby rents the PREMISES for the TERM, after which, unless this Rental Contract is renewed in writing for a specified period of time or proper notice to terminate this lease is given by either party, the lease will default into a month-to-month lease with the amount of current base rent increased by \$75. If Tenant, with Agent’s written consent, takes possession of the premises prior to the above referenced start date, Tenant shall be subject to all the covenants and conditions herein, and shall pay rent at the monthly rate prescribed for the first month of the term, prorated for any partial month based on actual calendar days. Each Tenant and/or co-signer is responsible for the entire Rental Contract individually, and the obligations of Tenant are joint and several.

**AGENT**

4. Dorman Real Estate, Inc. dba Dorman Management, Inc. is the Agent for owner, and for service of notice on this property and may be contacted:

(a.) by mail or in person at 2760 N Academy Blvd, Suite 209, Colorado Springs, CO 80917;

(b.) for emergencies, by phone at 719-213-9100.

**OCCUPANTS**

5. Written permission must be received from Dorman Management, Inc. in the event additional persons wish to occupy the property.

**PAYMENT POLICIES**

6. The amount of the monthly rent will be BASE RENT plus \$50.00, totaling TOTAL RENT due in advance the **first calendar day of each month**, prior to 12:00 A.M. (midnight). As a courtesy, Tenant is provided two additional days as a “grace period”, to the 2<sup>nd</sup> and 3<sup>rd</sup> of every month. Agent has a drop-box at its office(s). Because of this, due dates do not change for weekends and/or holidays. As an incentive to abide by all terms and conditions of this Rental Contract and to pay the rent on time, a discount in the amount of  \$50.00  is offered to you. **You do not receive the discount if the rent is not paid on or before the 3<sup>rd</sup>**, or if you are in default of any of your obligations. If you pay your rent by no later than 12:00 AM (midnight) the third day of the month and you are not in default of any of your obligations, your monthly rent amount will be BASE RENT. If it is not received by that time, you agree to pay TOTAL RENT plus a late charge of \$50.00. In addition, interest shall accrue at 18% per annum from the due date of each late payment.

In the event that it becomes necessary to serve notices for non-payment of rents or non-compliance of any of the terms and conditions of this Rental Contract, Tenant agrees to pay an additional \$45.00 fee per notice posted or served.

Your rent payment is critical! Excuses for nonpayment will not be accepted, regardless of the circumstances. Failure to pay rent when due could result in immediate termination of this Rental Contract and eviction. There shall be no set off or deductions from rent for any reason.

Tenant may never withhold rent, use rent as an offset to make repairs, or at any time fail to pay anything other than the full rental amount due, regardless of any breach or alleged breach of this Rental Agreement by Landlord.

**Any and all payments submitted, regardless of the intended purpose, will be applied to the oldest balance first.**

**RENT PAYMENT**

7. Rents will be credited as paid only when actually received by the Owner/Agent. Checks sent via the mail are done so at the sender’s own risk. If rent is lost in the mail, it has not been paid. To avoid the risk of lost checks, rents may be delivered to Dorman Management, Inc at the agreed to location in Section #2. If rent is mailed, it is recommended it be mailed at least one week early to allow for any delay in delivery and sent to the above address. **Property address must be on check or payment will not be credited.**

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Tenant Tenant Tenant Tenant Agent

**CHECK POLICY**

8. Initial payments must be by cashier's checks or money orders. Afterwards, payment may be made by personal check unless the additional provisions of this contract provide otherwise. If a check is returned unpaid for any reason cashier's checks or money orders will be required for all future rent payments. Cash or credit cards will not be accepted. Post dated, third party, and temporary/counter (or "starter") checks are not accepted; the accountholders name, account/routing number, and check numbers MUST be preprinted on the check not hand-written in. If you pay by check, and your check is returned to us unpaid for any reason, you will be charged a \$45.00 fee in addition to the above charges (Section #4).

**SECURITY DEPOSIT**

9. Prior to occupancy of the premises, Tenant shall deposit with Owner/Agent the SECURITY DEPOSIT, the primary function of which is to secure the performance of the Rental Contract for the premises or any part thereof, and such deposit shall not constitute pre-paid rent. In the event of sale of the premises and/or change of management thereof, Tenant hereby agrees custody of the security deposit is transferred to the succeeding Owner/Agent. Upon such transfer, Dorman Management, Inc. shall be released from any and all liability for the security deposit. Agent may, but need not, apply all or portions of the Security Deposit to satisfy any defaults by Tenant. After expiration of this Rental Contract and any extension thereof, if Tenant has completely performed the Rental Contract obligations, then the unused portion of the security deposit less any move-out charges (if any) and utility bills, shall be refunded within **sixty (60) days** from the termination of this Lease, as defined in paragraph 19, "TERMINATION". Tenant acknowledges and consents to the fact that the security deposit is being held in an interest bearing account and that all interest income from such accounts shall be retained by Dorman Management, Inc. for purposes of offsetting expenses associated with maintenance or management of these accounts. Tenant will be responsible for providing Owner/Agent with the address to which the security deposit and any accounting for it will be sent, in writing. Tenant understands and agrees that the security deposit is made jointly as one deposit, even where there is more than one Tenant, and the entire amount shall be maintained by Owner/Agent until the Term, including any extensions, has ended, and the property has been returned to the Owner/Agent in the condition required by this Rental Contract. No partial return of any portion of the security deposit will be made to any departing Tenant.

**PETS**

10. Only PETS defined in 1.G. of this Rental Contract are permitted (other caged or aquarium dwelling pets may be excluded on a case by case basis at Agent's sole discretion). If pets are permitted, they must be listed in this Rental Agreement and by listing them, full liability for damages and injuries they might cause to both property and people is the Tenant's responsibility. Any pets not listed in this Rental Contract found on the property during the tenancy will be a breach of this Rental Contract.

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Tenant specifically represents, warrants, understands and agrees:

- A. That pet(s) if they are dogs, have not been attack-trained nor are they known to be considered vicious nor do they have a history of biting people or animals or causing property damage.
- B. That Tenant is solely responsible for any and all damage or loss to the Owner/Agent's property caused by pets.
- C. That all pet waste shall be removed and disposed of promptly and properly.
- D. That all pets will be maintained so as not to cause annoyance or irritation to others.
- E. That any change in pet status after the date of this Rental Contract (other than the elimination of a pet or pets) must be approved in advance of the change, in writing, by Owner/Agent.

**TENANT OBLIGATIONS**

11. Tenant agrees to:

- A. Insure that nothing is done which is, or may place the Owner/Agent, in violation of the applicable building, housing, occupational, zoning, health codes, and all laws, ordinances, rules, regulations or neighborhood covenants, and shall comply with all such matters. Tenant shall pay all fines for any violation(s) caused by Tenant.

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Tenant      Tenant      Tenant      Tenant      Agent

- B. Keep the dwelling and property clean and sanitary, removing garbage and trash before they can attract pests, maintaining the plumbing in good working order to prevent leaks, stoppages, discharges from pipes, faucets, drains, fixtures, etc. Tenant shall remove snow from sidewalk(s) and driveway of Property, and maintain all landscaping.
- C. Operate all electrical, plumbing, sanitary, heating and cooling, mechanical and ventilating systems and other equipment properly, safely and reasonably.
- D. Assure the Owner/Agent's property is safeguarded against damage, loss, removal or theft and maintained as required to keep it in good working order and condition, including without limitation taking affirmative action to prevent frozen pipes and/or water damage.
- E. Conduct yourself (and all family, friends, guests and visitors conducting themselves) in a manner which will avoid disturbing others.
- F. Grant access at any time and upon reasonable notice for the purpose of inspecting said property, for protection of the premises or property. Tenant specifically authorize the Owner/Agent to enter the premises for purposes of serving legal notices any time the rent has not been received and is overdue, or this Rental Contract has been breached or terminated, and for protecting the Owner/Agent's equipment, making repair estimates or any other legitimate purposes. Owner/Agent shall also have the right to show the property to prospective tenants or purchasers at reasonable times and to place a "For Rent" or "For Sale" sign in an appropriate location on the property.
- G. Tenant understands and agrees that lawns, shrubs and trees are to be watered on a regular basis throughout the year. Any sprinkler system on the property is a convenience to Tenant, but not an obligation by Owner/Agent to have in working condition. Also, lawns must be fertilized three times per year, mowed and weeded as needed as determined by Owner/Agent. Tenant is responsible for disconnecting hoses from silcocks during freezing temperatures. Tenant agrees to only park vehicles on designated parking areas and specifically authorizes the Owner/Agent to have any such vehicles removed and stored at the Tenant's expense. If Tenant fails to perform any obligation under this paragraph, or any other obligation in this Rental Contract, Owner/Agent may cause said obligation to be performed at Tenant's expense. The Tenant will pay for damage resulting from the negligence or failure to comply with this Rental Contract by Tenant or those by, through or under Tenant.
- H. Provide contact phone numbers and email addresses to Owner/Agent within three (3) days of any change of such contact information.
- I. No Smoking in or near buildings. All cigarette butts must be picked up from yard.
- J. No water beds allowed.
- K. Make no alterations to the subject property without Owner/Agent's WRITTEN consent. Any improvements made by Tenant shall become the property of Landlord at the conclusion of this Rental Contract if so elected by Owner/Agent in writing, or shall be removed by Tenant and all damage restored by Tenant prior to the conclusion of this Rental Contract. Tenant warrants that any work or repairs performed by Tenant will be undertaken only by persons competent and qualified to perform it, in a good and workmanlike manner, and with all required permits and at Tenant's sole cost and expense. Tenant will be responsible for all activities to assure that work is done in a safe manner which will meet all the applicable codes and statutes. Tenant further warrants that he/she will be accountable for any mishaps and/or accidents resulting from such work, and will defend, indemnify and hold the Owner/Agent free from harm, litigation, or claims of any other person. If repairs are needed beyond the competence of the Tenant, Tenant is urged to contact the Owner/Agent.
- L. All existing rules concerning the Tenant's use and occupancy of the premises have been furnished to the Tenant in writing. Additionally, Landlord may, from time to time, adopt further or amend written rules concerning the Tenant's use and occupancy of the premises.
- M. Tenant is responsible for obtaining and complying with all HOA Rules & Regulations, if applicable.
- N. Tenant shall run no commercial business from the premises without the written consent of Owner/Agent.
- O. Tenant shall not grow, store or consume marijuana on the premises, regardless of legality.
- P. Tenant shall change the air filter on the furnace heating system, at Tenant's expense, at least monthly during the heating season, and failure to do so will result in additional furnace cleaning charges to Tenant.

**UTILITIES**

12. Tenant shall have utilities in their name and is responsible for timely payment of all utilities, services such as electricity, garbage, water, sewer, gas, telephone, cable and any other personally incurred charges through the last day of the Rental Contract term or the last day of possession whichever is later. Owner/Agent is not responsible for the consequences resulting from the interruption of service. All utilities must be put into Tenant’s name, along with a completed 3<sup>rd</sup> Party Notification Utility form given to Agent, no later than 1<sup>st</sup> date of occupancy. Possession will not be transferred to Tenant without Tenant’s submission of utility account numbers to Agent.

**INSURANCE/LIABILITY**

13. During the term of this Rental Contract, Tenant shall and Owner may each carry and maintain comprehensive public liability insurance respectively insuring themselves against liability for injury to persons or property occurring in or about the leased premises, or arising out of the maintenance, use, or occupancy thereof. Tenant shall also be responsible for insuring Tenant's personal possessions and for housing themselves when or if the property becomes unlivable. Owner may also carry fire and casualty insurance insuring the house and Owner's contents, but not the Tenant's contents thereof. The Tenant also agrees to make a diligent effort to report any hazardous conditions to the Owner/Agent in writing as soon as they are discovered to enable them to be remedied, if the obligations of Owner/Agent. The Tenant agrees to accept full liability for any liability, mishaps or accidents and to defend, indemnify and hold the Owner/Agent free from harm or loss arising from claims of any other parties, regardless of cause.

Tenant agrees to neither hold nor attempt to hold Owner or Agent liable for any injury or damage occasioned by defective electrical wiring, breakage or stoppage of plumbing or sewage, or any other condition of or on the property. Owner/Agent shall not be liable for damage suffered by Tenant due to appliance breakdown or malfunction.

Tenant agrees that Owner/Agent shall not be liable for any personal injury, property damage, or bodily injury sustained by Tenant or those by, through or under Tenant which occurs on the property. This release of liability shall apply to all bodily and personal injuries and property damage, regardless of cost, except for any caused by the Gross Negligence of Owner/Agent. Tenant undertakes and agrees to defend, indemnify and hold Owner/Agent harmless from any such personal injury, bodily injury, or property damage.

Tenant acknowledges that Owner/Agent has made no representations as to the environmental condition of the property, which includes but is not limited to such things as radon gas, hazardous materials, asbestos, mold, lead-based paint, or any other environmental hazard or condition. In the event any such environmental hazard shall be found or identified on the property, Owner/Agent shall not be liable for any injury or damage sustained by Tenant or those by, through or under Tenant due to or arising from such environmental hazard and Tenant specifically waives and releases Landlord from such liability to include, but not be limited to any moving or relocation expenses incurred by Tenant. Tenant warrants and represents that it will not cause or permit any hazardous material to be used, stored, generated, or disposed of on or in the property.

**PROTECTING THE OWNER’S PROPERTY**

14. Any removal of the Owner/Agent’s property without express written permission shall constitute default in the terms of this Rental Contract and may be construed by the Owner/Agent as voluntary termination without notice to the Tenant. The Owner/Agent shall have the sole option of accepting the return of the removed property as full liquidated damages for said unauthorized removal, or of filing formal criminal charges for theft and unlawful conversion against the Tenant. The Tenant hereby agrees to return said property to the Owner/Agent in the same condition received, unless a formal report of failure has been made and the Owner/Agent has removed the item(s). The Tenant agrees to keep the dwelling locked when absent, to protect all property.

**INSPECTION & INVENTORY**

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Tenant Tenant Tenant Tenant Agent

15. The Tenant warrants that the dwelling and property being rented is hereby accepted as being in good, clean and safe condition together with all furnishings unless a written notice is delivered to the Owner/Agent within ten (10) days after moving into the above property. The absence of such a notice shall be conclusive proof that there was no defective or hazardous equipment or conditions existing as of the tenancy. Only if this written exception is delivered to the address agreed to in Section 2 within the ten (10) day time limit necessary action shall be initiated to correct any appropriate defects. Any defects noted after the first ten (10) days will be deemed to have been caused by the Tenant. Time is of the essence. To protect the interests of the Tenant, the Tenant is given this opportunity to document any defects in the property he/she will occupy. This will establish the initial condition according to the Tenant. The Owner/Agent agrees as a part of this Rental Contract to have any material functional defects and any cleanliness issues listed on the notice described in this Section reasonably corrected unless otherwise noted in this contract's additional provisions. If the cost of correcting the listed defects will exceed \$ 250.00 the Owner/Agent may unilaterally terminate this Rental Contract. The Tenant is encouraged to report all defects on or about the property in such notice, no matter how slight. The Owner/Agent will normally not repair any cosmetic or non-functional items such as carpets, chipped sinks, etc. nor do any painting inside or out; however, by adding these items to the inspection notice the Tenant will have provided Owner/Agent with evidence as to the condition of the property upon move-in. The inspection should include the property as well as outbuildings, fences, landscaping, shrubs, etc. (where applicable). It is the responsibility of the Tenant to provide the notice and any move-in condition report to the Owner/Agent within ten (10) days from the date of occupancy. Failure to do so will result in Tenant being charged for any undocumented damage to the property or other defects at the time of move out. If there is any sign of property-damaging insects or vermin, this should be reported by Tenant any time it is noted.

**MAINTENANCE**

16. In the event professional assistance is needed, contact Agent rather than risking damage to the property or causing injury. All repairs must be approved in advance by the Owner/Agent. If the cost of correcting any one defect will exceed \$ 2,000.00, whether the responsibility of Owner/Agent or Tenant, the Owner/Agent may unilaterally terminate this Rental Contract.

For qualified emergencies, contact Dorman Management, Inc. at the phone number listed in Section 2, as soon as possible. A reasonable attempt to contact Agent and a reasonable amount of time to hear back from the on-call property manager must transpire before Tenant may contact vendors directly for qualified emergencies.

Emergencies are:

- A. Free flowing water that cannot be turned off.
- B. Sewer/septic back-up into the property.
- C. Heating system not functioning when temperatures are forecasted to be below 40 degrees Fahrenheit.
- D. Total loss of power after circuit panel has been checked. In the event of power loss contact your local utility company to determine if the power loss is widespread. If a gas or carbon monoxide leak is suspected, immediately contact your local utility company or fire department, and vacate the dwelling.

All other repairs completed without authorization of the Owner/Agent will be the responsibility of the Tenant for payment. Tenant agrees not to permit any deterioration of the property during the period of the tenancy. Tenant agrees to pay any vendor charges resulting from Tenant's failure to meet vendor as pre-scheduled by Tenant.

Tenant acknowledges it is Tenant's responsibility to maintain all appliances and components pertaining to the property. In the event said appliances should fail or damage is caused to appliances or other parts of the premises due to tenant neglect (i.e. failure to supply salt for the water softener, report water leaks in a timely manner, water erosion on exterior due to missing splash backs, etc. - these items are a few examples but are not considered to be the only things that could happen), Tenant shall be liable for the cost to repair or replace all such damages and these shall in no way be considered normal wear and tear.

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 Tenant      Tenant      Tenant      Tenant      Agent

Should this property have a home warranty, Tenant may be required to pay the home warranty co-pay to initiate service. Should this occur and the warranty covered repair was not caused by Tenant's direct actions or negligence, Owner/Agent shall reimburse Tenant for said co-pay after tenant has communicated in writing to Owner/Agent the need for reimbursement.

**SMOKE AND CARBON MONOXIDE (CO) DETECTORS**

- 17. The undersigned Owner/Agent and Tenant certify that prior to occupancy:
  - A. Smoke detector(s), and CO detector(s) located in the property have been checked and determined to be operational.
  - B. Tenant agrees that they will not remove the smoke and the CO detector(s), nor the batteries therefrom.
  - C. If the detector(s) are not operational, the Tenant agrees to immediately inform Agent.
  - D. Tenant agrees to change all detector(s) batteries at least twice a year.
  - E. Tenant agrees to pay the Landlord \$25.00 for the replacement expense of missing or nonfunctioning batteries for any detectors, and \$75.00 for the replacement of any missing or nonfunctioning detectors themselves, located within the property upon move-out.

**LOCKS**

- 18. If locks require replacing, Tenant will contact Owner/Agent who will have the locks replaced at Tenant's expense. The Owner/Agent will be given duplicate keys to any changed or added locks within 24 hours of said lock installation. No locks may be changed or additional locks installed without written permission of the Owner/Agent. If Tenant becomes locked out, Owner/Agent, at their option, may in response to a request by Tenant deliver an extra key to Property for a minimum fee of \$50.00 during business hours and \$125.00 after hours.

**ASSIGNMENT & SUBLEASING**

- 19. Assignment of all or any portion of this Rental Contract, or sub-leasing all or any portion of the premises without first obtaining the written permission of the Owner/Agent, are not permitted, and Owner/Agent may withhold such permission for any reason.

**LEGAL COSTS**

- 20. If it is agreed to by the Owner/Agent and Tenant, that if the Tenant desires to continue to rent the premises after being in default or after being served with eviction or with notice of termination, and Tenant cures such default, Owner/Agent may, but need not, agree in writing to a continuation of this Rental Contract. Whether or not this Rental Contract is continued, Tenant agrees to reimburse the Owner/Agent for actual costs incurred to enforce collection of rents, to serve notice, for filing fees, etc., including cost of attorney fees, collectors, law enforcement officials, etc., and such shall be paid prior to any regaining entry or reinstatement of his status as Tenant. In the event of any legal dispute involving the amount of the costs, in consideration of the mutual covenants expressed herein, both Tenant and the Owner/Agent agree that they will each pay their own legal costs and expenses of lawyers and court costs, etc. in that dispute concerning the amount of the costs and hereby hold the other harmless from such costs.

All costs incurred by Landlord to collect any rent, damages or any other obligation under this Lease or to enforce this Lease are also recoverable from Tenant.

**TERMINATION**

- 21. The Tenant shall notify the Owner/Agent of their intent to renew or terminate this Rental Contract in writing at least thirty days prior to expiration of the Rental Contract. Failure to do this will result in Tenant being charged up to one month's rent. Any renewal shall require written agreement by Owner/Agent, which may be withheld in Owner/Agent's sole discretion. Partial rents will not be accepted if Tenant vacates prior to the end of the month. Should the Tenant continue to occupy the premises after the effective date of termination, per proper notice by either party, the Tenant will be considered as "holding over" and the new monthly rent, known as Holdover Rent, shall be twice the amount as last charged prior to termination. Tenant shall continue to adhere to all contract terms

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 Tenant      Tenant      Tenant      Tenant      Agent

and conditions, rental payments and utility costs through and up to the end of the Rental Contract or the date that all keys and garage door openers, if any, for the property are returned to the Owner/Agent, at Owner's/Agent's address of notice, whichever is later.

**MOVE-OUT TERMS**

22. Upon move out the Tenant agrees to the following:

- A. Owner/Agent will arrange for all carpeted areas to be professionally cleaned at the Tenant's expense after the Tenant has vacated the property. Cost of carpet cleaning will be deducted from the Tenant's security deposit or otherwise reimbursed to Agent by Tenant.
- B. Owner/Agent will arrange for chimneys to be professionally cleaned at the Tenant's expense after the Tenant has vacated the property. Cost of chimney cleaning will be deducted from the Tenant's security deposit or otherwise reimbursed to Agent by Tenant.
- C. Tenant is responsible for having all light bulbs in working order. A minimum charge of \$10.00 per non-working bulb will be deducted from the Tenant's security deposit, or otherwise reimbursed to Agent by Tenant, and \$25 for each missing or non-working battery.
- D. Clean the entire premises, including (but not limited to) the oven, refrigerator, walls, ceilings, windows, baseboards, blinds, fans, cabinets, overhead fixtures, bathrooms, etc. Regardless of who corrects any cleanliness issues noted on Tenant's move-in report/notice defined under "INSPECTION & INVENTORY" of this contract, Tenant is still obligated to surrender possession of premises in a clean condition.
- E. Fill nail holes in walls and return to original condition. Make any other repairs which were caused by your tenancy, beyond normal wear and tear. **Dirt is not normal wear and tear.**
- F. Remove all personal belongings, trash, and pet droppings.
- G. Mow and trim the lawn and rake leaves, if applicable.
- H. A coordination fee of \$45 per hour will be charged for coordinating the correction of any tenant caused damage.
- I. Tenant will be responsible for Holdover Rent during time property is not rentable or not fully marketable because of tenant caused damage or noncompliance with the Move-Out Terms.
- J. **Do not turn off the utilities.** Ask for a final reading in your name, the day after the last day of the lease term.
- K. All KEYS & GARAGE REMOTES must be returned to the office.
- L. Furnish Agent with your forwarding address.
- M. **You are responsible for the entire last month's rent, regardless of when you vacate. Your security deposit is not your last month's rent payment.** If we put a new tenant in the property prior to the end of the month, you will be refunded your paid Rent for the number of days rent that the new Tenant pays.
- N. Any personal property left by Tenant will be deemed abandoned and will be removed and disposed of at Tenant's expense. Owner/Agent has no obligation to store or protect any personal property left by the Tenant.

**BANKRUPTCY/FORECLOSURE**

23. If the Tenant shall become insolvent, or if bankruptcy proceedings shall be initiated by or against the Tenant during the above tenancy, the Owner/Agent is hereby irrevocably authorized *at their* option to immediately terminate this Rental Contract. No receiver, trustee or other judicial officer shall have any right, title or interest in to the above-described property by virtue of this Rental Contract. If the Owner shall become insolvent or if the Owner shall initiate bankruptcy proceedings during the above tenancy, Tenant's responsibility to comply with this Rental Contract is not affected until the bankruptcy court or representative notifies them of any termination. If the property goes into foreclosure, the Rental Contract remains in effect until the issuance of the Public Trustees deed. At that point, the Rental Contract is voided and continued occupancy is subject to the directives of the new Owner.

**EARLY TERMINATION**

24. A. Military Clause: The Tenant shall have the privilege of termination of this lease due to a permanent change of duty station, PCS orders, as a result of military transfer outside the Pikes Peak region, providing the tenant notifies the Property Manager of their intent to terminate this Rental Contract in writing at least thirty (30) days prior to actual vacating the premises. Said notice is to be accompanied by a copy of the military orders affecting said transfer.



- B. If Agent is presented with a restraining order issued by a court citing domestic violence perpetrated against one of the named Tenants, Tenant may terminate this agreement with thirty (30) days prior written notice. Tenant will additionally be responsible for one month's rent beyond the 30-day notice period payable within 60 days of termination.
- C. If the Tenant terminates possession of the property under this Rental Contract for any other reason prior to the expiration date stated in Section 1, Tenant shall be liable for the following costs:
  - The monthly rent until the property is re-rented, or the end of the Term, whichever is earlier.
  - An Administrative/Marketing Fee of \$500.00 which shall be paid to Dorman Management, Inc.
  - All utilities until the property is re-rented.
  - Cost to re-key all locks (\$50 minimum).
  - Any other additional charges incurred to get the property re-rented.
  - All maintenance and other costs that are the responsibility of Tenant under this Rental Contract.
- D. Tenant agrees that if default or breach be made in the payment of rents or in the performance of any other condition herein, this Rental Contract may be forthwith terminated at the election of the Landlord and/or Agent, and the Tenant will immediately surrender and deliver up possession of the premises to the Landlord upon receiving written notice from the Landlord and/or Agent stating the breach of conditions of this Rental Agreement and the election of the Landlord and/or Agent to so terminate this Rental Agreement. Alternatively, Landlord and/or Agent may, without terminating this Rental Contract, terminate Tenant's right to possession of the premises, and the Tenant will immediately surrender and deliver up possession of the premises to the Landlord upon receiving written notice from the Landlord and/or Agent stating the breach of conditions of this Rental Contract and the election of the Landlord and/or Agent to so terminate Tenant's right to possession. Unless Landlord and/or Agent delivers written notice of its termination of this Rental Contract, any actions by Landlord and/or Agent shall be, and be deemed to be, termination of Tenant's right to possession only, and not termination of this Rental Contract. In the event of termination of Tenant's right to possession, Tenant shall be liable for all of the costs listed in Section 22.C. above. In addition, Landlord and Agent shall have any and all other remedies available under applicable law, which rights and remedies shall be cumulative. In the event that it shall be necessary for the Landlord and/or Agent to employ an attorney to enforce any of the provisions hereof, or to enforce the collection of any rents due under the terms of this Rental Agreement, the Landlord and/or Agent shall recover from the Tenant all court costs incurred in maintaining such action, together with reasonable attorney fees whether or not court action is initiated.

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**LEAD BASED PAINT WARNING**

25. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Tenant acknowledges receipt of the required LEAD BASED PAINT DISCLOSURE and brochure; the disclosure is deemed to be attached to and made a part of this contract.

**DRUG AND CRIME FREE HOUSING**

26. The Tenant, any member of the Tenant's household, or any guests or other persons under the Tenant's control shall not engage in or facilitate criminal activity on or near the property, including, but not limited to, violent criminal activity as defined in Titles 16 and 18, C.R.S. of the Colorado Criminal code. Any violation of the Criminal Statues of the State of Colorado or any breach of the Rental Contract that otherwise jeopardizes the health, safety, and welfare of the Landlord, their Agent, other residents and guests or which involves imminent or actual serious damage is grounds for termination of the Rental Contract by Owner/Agent. For purposes of this Section 24, proof of violation need be shown only by a preponderance of the evidence under civil law, unless otherwise provided by law, and a conviction is not necessary to cause termination of the Rental Contract (Article 40-107.5 of the Title 13, C.R.S.).

**GOOD FAITH PLEDGE AND UNDERSTANDING**

X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_ X \_\_\_\_\_  
 Tenant      Tenant      Tenant      Tenant      Agent

27. By signing this Rental Contract, Tenant stipulates and warrants that all questions you might have had have been answered and that you thoroughly understand all provisions as to the rights, duties and obligations of all parties. Further, you agree to pay the rent on time, maintain the property and fulfill all your obligations hereunder or face the full financial and legal consequences of default and termination. You expressly warrant that you have the legal right to bind all occupants 18 years or older and to sign for them committing yourself and them to this Rental Contract.

**RECOMMENDATION OF COUNSEL**

28. By signing this document Tenant warrants that you understand all the terms and conditions under which the Owner/Agent has agreed to entrust his or her property to you. Should you not, or have any questions, it is recommended that you seek legal counsel.

The heading of the paragraphs contained herein are for convenience only and do not define, limit or construe the content of such paragraphs. Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**COLORADO LAWS**

29. In the event any portion of this Rental Contract shall be found to be unenforceable under Colorado law, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception. In like manner, any obligations of either Owner/Agent or Tenant, which may be enforceable at law, shall be binding on both parties if included herein. Wherever used herein, the singular shall include the plural, and the use of one gender shall be applicable to all genders. All obligations of Tenant, where there is more than one Tenant, shall be joint and several. All rights granted to the Owner/Agent by the Tenant shall be cumulative and in addition to any new law or right which might come into being. Any exercise or failure to exercise, by the Owner/Agent of any right shall not act as a waiver of any other rights or the future exercise of said rights. This Rental Contract represents the entire agreement between the parties hereto. No other terms or conditions shall have any effect unless endorsed herein in writing. This Rental Contract shall be initialed (pages 1-11) and signed (page 11) by all parties.

**ATTACHMENTS**

30. The following attachments are incorporated herein by reference (check those that apply):

- Multi-Family Addendum/Amendment
- Septic Addendum

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X \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_  
Tenant

X \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_  
Tenant

X \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_  
Tenant

X \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_  
Tenant

X \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_  
Agent