

TENANT INFORMATION SHEET (THIS SHEET NOT PART OF THE LEASE AGREEMENT)

Property address: Address1 City1 CO Zip1

Property Manager: Scott R. Henderson

Manager license #: FA40024340

Tenants	Approval notice date	Date Lease Signed	Parental Guarantee	Deposit Paid Amount	Responsible Tenant	Proof of Insurance
<u>aaa</u> <u>aaaEmail</u> <u>aaaphone</u>						
<u>bbb</u> <u>bbbEmail</u> <u>bbbphone</u>						
<u>ccc</u> <u>cccEmail</u> <u>cccphone</u>						
<u>ddd</u> <u>dddEmail</u> <u>dddphone</u>						

Total number of tenants TotTen

Max number of unrelated tenants MaxTen

Dates of Lease: LeaseStartDate to LeaseEndDate

Prorated first month rent: From LeaseStartDate to ProrateEndDate1 for \$ ProrateStartAmt due on LeaseStartDate

Prorated last month rent: From ProrateStartDate2 to LeaseEndDate for \$ ProrateEndAmt due on ProrateStartDate2

Monthly rent: \$ Rent1 plus \$ PetRent for pet(s) starting on RentFullDate

Actual move in date: _____ Actual move out date: _____

Deposit:

Amount \$ SecDepAmt + Pet \$ PetDepAmt for PetNum PetType (Held by PMS or Owner) (Interest yes or no)

Deposit Pmt Details: \$ SD1 due and payable at lease signing and \$ SD2 due and payable on LeaseStartDate

Utilities paid by tenants:

		Agent will bill Resident for the following		Agent will bill Resident for the following
Water	<input type="checkbox"/>	<input type="checkbox"/>	Snow shoveling*	<input type="checkbox"/>
Sewer	<input type="checkbox"/>	<input type="checkbox"/>	Trash pick-up	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	Cable/Internet access	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	Phone (landline)	<input type="checkbox"/>
Grounds maint.	<input type="checkbox"/>	<input type="checkbox"/>		

Other information:

- Xcel discontinuance form signed
- Xcel application form signed
- Xcel 3rd party notification form signed

PERSONALIZED MANAGEMENT SERVICES
FIXED TERM LEASE AGREEMENT

Attachment to Fixed Term Lease Agreement for the Property known as:

Table with 4 columns: Address1, City1, CO, Zip1 and Street address, City, State, Zip

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 penalty of up to \$10,000 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. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Agent's Disclosure to Resident and Real Estate Licensee(s)

Agent acknowledges that Agent has been informed of Agent's obligations. Agent is aware that Agent must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.

Presence of lead-based paint and or lead-based paint hazards (check one below):

- xx Agent has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
Agent has knowledge of lead-based paint and/or lead-based paint hazards are present in the in the housing (explain):

Records and reports available to Agent (check one below):

- xx Agent has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
Agent has provided Resident with all available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Resident's acknowledgment

Resident has read the Lead Warning Statement above and understands its contents. Resident has received copies of all information, including any records and reports listed by Agent above. Resident 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 Agent's Disclosure, has informed Agent of Agent's obligations and is aware of licensee's responsibility to ensure compliance.

Certificate of Accuracy

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

Signature lines for Scott R. Henderson (Agent for owner), Personalized Management Services, and three additional parties with 'aaa (signed)', 'bbb (signed)', 'ccc (signed)', and 'ddd (signed)' labels.

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THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

1. Parties.

This lease for the rental of residential property (this "Lease") is between Personalized Management Services ("Agent") as agent for the owner(s) and:

aaa and bbb and ccc and ddd

("Resident"). If more than one person is listed above as a Resident, all references to "Resident" in this Lease shall be deemed to refer to any one person or all such persons, at Agent's option. Agent has no obligation to discuss this Lease or premises with anyone other than named above as "Resident." Agent is not obligated to respond to phone calls or letters from any other individual, except an attorney who has been engaged to represent Resident.

2. Leased Premises.

Agent hereby leases to Resident the premises described below:

Address1, City1, CO Zip1

Said premises is or is not (check one) designated as a student property ("Student Property") and subject to all applicable provisions below.

3. Term.

- (a) The term of this Lease shall be from **12:00 o'clock noon**, LeaseStartDate, to **12:00 o'clock noon**, LeaseEndDate.
- (b) **Delay of Availability:** Agent shall not be liable to Resident for any delay in providing possession of the Premises. The Lease shall remain in force; however, monthly rent shall be waived on a prorated daily basis during delay. If the delay is longer than 5 calendar days, Resident shall have the right to terminate this Lease. The termination notice must be in writing. After termination, Resident is entitled only to a refund of the deposit(s) and any rent paid. Monthly rent abatement or Lease termination does not apply if delay is for cleaning or repairs that do not prevent Resident from occupying the Premises.
- (c) For non-student properties, Resident agrees to give Agent sixty (60) days written notice of intention to vacate the premises at the end of the Lease.
- (d) If, for some reason, Agent and Resident fail to sign a new written lease agreement at the expiration of the fixed Lease term, and Resident retains possession of the premises *with permission of Agent*, Resident and Agent shall continue to be bound by the terms and conditions of this Lease on a month to month basis. The Lease may then be terminated by either party giving thirty (30) days written notice prior to the end of the rental month.
- (e) **For Student Property:**
- i. Resident and Agent agree if the Resident does not deliver a Parental Guarantee Form ("PG") for each Resident within three (3) weekdays of the date of Lease signing that:
 - A. Agent may bill Resident fifty dollars (\$50.00) for each PG missing beyond the 3-day limit; or
 - B. Agent has the right, at Agent's sole discretion, to consider Resident in breach of this agreement and to lease the premises to another party. Agent shall notify Resident in writing of said breach.
 - ii. Resident of Student Properties agrees to give Agent written notice of intention to vacate the premises at the end of the Lease, not later than one (1) week prior to the CU Off Campus Housing Fair normally held in February.
 - iii. Resident understands Agent will, at Agent's discretion, report all breaches of this agreement and/or any violations of local ordinances to the University of Colorado's Judicial Review Committee.
 - iv. Resident of Student Properties also agrees Agent has permission to release any and copies of all documents, notices, violations, invoices, statements or other information associated with the Lease to the parents signing the PG.

4. Rent.

- (a) The total rental price for the term of this Lease is \$ _____. Of this amount, the first rental payment and utilities specified in Section 11, in the amount of \$ ProrateStartAmt is due on LeaseStartDate. The remainder is payable in monthly installments of \$ Rent1 each, due on the first day of each month, beginning RentFullDate, and increasing to \$ _____ per month, due on the first day of each month, beginning _____.
- (b) The prorated rent for the beginning of the Lease from LeaseStartDate through ProrateEndDate1 shall be \$ ProrateStartAmt, payable on LeaseStartDate. The prorated rent for the end of the Lease from ProrateStartDate2 through LeaseEndDate shall be \$ ProrateEndAmt, payable on ProrateStartDate2.
- (c) Rent payment shall be made on the first day of each month to: Personalized Management Services; 5757 Central Ave. Ste. 205; Boulder, Colorado 80301 or to such other address as Agent may direct. *Resident shall incur and be charged \$10.00 per day as a late fee for payment of rent received after 5:00 o'clock p.m. on the 1st day of the month.* Such amounts shall be considered additional rent. Collection of such late fees by Agent shall not be construed as a waiver of Agent's rights under this Lease or by law to evict Resident for non-payment of rent. Such fee may be collected immediately by Agent; or, at Agent's option only, such fee may be withheld from Resident's security deposit.

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- (d) In the event there is more than one Resident, **all payments shall be paid with one check or money order. If Resident submit multiple checks for payments of rents, damages or other charges, Agent may, at Agent's sole discretion, charge Resident a \$25.00 per check fee to cover accounting time for handling multiple checks.**
- (e) **Checks signed by someone other than a Resident may be returned and late charges will apply.**
- (f) **Agent will not accept cash or credit cards for payment of rent, security deposit or other charges.**
- (g) A charge of up to **\$50.00** may be imposed for any Resident's check returned to Agent by the bank for any reason, whether the check is for rent, security deposit, or other payment. **Agent reserves the right to require a money order or cashier's check to replace any returned check or for any late payment.** Resident and Agent agree that this fee, together with any late fee imposed in Section (c), above, is a reasonable estimate of the administrative costs incurred by Agent in the event Resident's monthly rent is not paid when due, or in the event Resident's check is returned by the bank for any reason.
- (h) **Should Agent send Resident to collection Resident agrees to pay owner ALL costs of collection of outstanding debts.**

7. Notice.

All notices provided by this Lease shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or conspicuously posted, as follows:

To Resident: At the premises, or at Resident's last known address.

To Agent: Personalized Management Services.

5757 Central Ave. Ste. 205

Boulder, Colorado 80301

Notice to one Resident shall be deemed to be notice to all residents. Notice from one Resident to Agent, including notice of intent to vacate the premises and permission to enter, shall be deemed notice from all Residents.

8. **Disclosure of Information** – Agent may disclose the identities and addresses of Resident to any requesting law enforcement or other governmental agency, including the U.S. Census Bureau. Agent shall not be obligated to disclose any information to any third-party. At Agent's option, Agent may disclose information regarding rental history if requested or authorized by Resident in writing.

9. Security Deposit.

- (a) By mutual agreement between Agent and Resident, the Resident agrees to pay and maintain the security deposit, in the total amount of \$SecDepAmt, according to the following payment schedule:
- Due and payable at signing of Lease.
- Or (specify terms): \$SD1 due and payable at Lease signing and \$SD2 due and payable at move in.
- (b) Security deposit will initially be held by (check one): Personalized Management Services -or- owner
- (c) *Resident absolutely may not use the security deposit in place of rent.*
- (d) Agent, at Agent's option, may use Resident's security deposit during the term of this Lease to fulfill Resident's obligations under this Lease. In the event Agent uses Resident's security deposit or any portion thereof during the term of this Lease to fulfill Resident's obligations under this Lease, then Resident shall be obligated to redeposit such sums with Agent to replenish the security deposit to its full amount set forth in Paragraph 6(a) within ten (10) days of receipt of written notice from Agent specifying the amount due.
- (e) It is the *duty of Resident to maintain and return the premises*, including any outside areas, yards or driveways required to be maintained by Resident under this Lease, to their condition at the commencement of this Lease, except for normal wear and tear. It is the Resident's responsibility to repair any damage and replace any missing items at a time specified by Agent or before returning the premises to Agent at the termination of the Lease period, such date to be determined at Agent's sole discretion. Failure of Resident to maintain or return the premises to Agent in the condition received at the commencement of this Lease shall oblige Agent to have said damage repaired and said items replaced at the expense of Resident and charge the security deposit.
- (f) Regardless of the condition of the premises at the commencement of this Lease, it is the duty of Resident to maintain and return the premises and any exterior areas thereof in a clean condition to Agent at the termination of this Lease. Should Resident fail to return the premises and any exterior areas to Agent in a clean condition at the termination of this Lease, **Agent shall contract for such cleaning to be done at Resident's expense.** It is also the duty of Resident to return any carpets in a clean condition to Agent at the termination of this Lease. **Carpets and wood floors must be professionally cleaned upon move out.** Should Resident fail to return the carpets having been professionally cleaned by a truck mounted unit at the termination of this Lease, Agent shall contract for such carpet cleaning to be done at Resident's expense. Such carpet cleaning services shall be contracted for at a reasonable rate. Resident agrees to be held fully responsible for such cleaning and carpet cleaning charges and expenses required by Resident's failure to return the premises and any exterior areas and carpet to Agent in a clean condition. Agent may deduct from the security deposit to pay for such contracted for cleaning and carpet cleaning services and expenses, or may, at Agent's option, resort to any other legal remedy or lawful collection method available to Agent for the enforcement of this Section.
- (g) Should Agent and Resident renew the lease the Resident agrees to have the carpets **professionally** cleaned at time of renewal at the Resident's expense.
- (h) Agent shall return the security deposit to Resident within sixty (60) days after termination of this Lease or surrender and acceptance of the premises, whichever occurs last. If any cause exists for retaining any portion of the security deposit, Agent shall provide Resident with a written statement listing the reasons for the retention of any portion of the security deposit. When the statement is delivered, it shall be accompanied by payment of the difference between any sum deposited and the amount retained. Security deposit refunds will

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be issued in one check jointly payable to all persons signing the lease; the check and any deduction itemizations will be mailed to one resident only. If Resident requests separate checks be issued, Residents agree to provide Agent with a signed, written request detailing the amount due each Resident. Resident also agree to a **\$15.00 fee per check** for every check over one. Upon move out, Resident agrees to provide Agent with a forwarding address in writing. In the absence of a forwarding address, the security deposit refund will be mailed to the last known address of Resident. Agent is deemed to have complied with this Paragraph E by mailing said statement and any payment required to the last known address of Resident. Any complaints or disagreements regarding the amounts withheld from the security deposit must be presented to Agent in writing only.

- (i) Properties in the City of Boulder only: Simple interest shall be paid on the security deposit at a rate set forth by the City of Boulder and as required by Boulder City ordinance. The interest on the security deposit shall be paid, or written notice of the reasons for non-payment given, at the end of each calendar year or, at Agent's sole discretion, within sixty (60) days after termination of the lease or surrender and acceptance of the premises. Agent may withhold the payment of interest for those reasons permitted under State law for retention of the security deposit.
- (j) Agent reserves the right to transfer the security deposit to the owner of the premises. Agent also reserves the right to transfer security deposit money to a succeeding owner or property manager should the premises be sold to a new owner or should a new property manager or agent take over management of the premises. Timely written notice of such transfer of security deposit shall be made to Resident by Agent by mail. In the event of notice of dispute from Resident over ownership of the security deposit, Agent shall not wrongfully withhold the owner's name and current mailing address. Should Resident need to request return of said security deposit, Resident may contact Agent at Personalized Management Services.

10. Pets (check one).

No pets shall be allowed (even temporary or visiting pets) without the written consent of Agent, except for service animals of disabled persons. Should Resident allow a pet to reside at the premises without the written consent of Agent, such action shall constitute a material breach of this Lease and constitute grounds for immediate eviction. Resident shall also be held fully liable for any and all damages or injury caused by such unauthorized pet.

No pets allowed.

Resident has permission for PetNum pet(s) of the following type PetType. Resident agrees to pay additional rent in the amount of \$PetRent per month and to pay an additional security deposit of \$500.00 per pet for a total of \$PetDepAmt. Said deposit(s) are due and payable on LeaseStartDate. **Said deposits shall be considered part of the total security deposit for the Premises and will be returned at the end of the lease regardless whether the pet remains on the property throughout the term of the Lease.** Resident understands that Agent will inspect premises at least monthly and should the Agent at any time determine, in Agent's sole and absolute discretion, that the pet is damaging the property the Agent may rescind permission for the pet upon written notice. Such written notice shall immediately void this clause giving permission for the pet and shall leave all the terms and conditions of the original lease in full effect.

11. Eviction/Holding Over.

- (a) Agent may evict Resident from the premises or undertake other legal action to regain possession for non-payment of rent or in the event Resident fails to honor any other obligations under this Lease.
- (b) Resident shall continue to be liable for rent and be bound by the other provisions of this Lease during the time Resident remains in possession of the leased premises, during the time it reasonably takes Agent to prepare the premises to be re-rented and the time until a replacement resident begins paying rent, even though Agent has chosen to seek eviction because of Resident's breach of this Lease.
- (c) If the premises are abandoned or if Resident is evicted, Resident will remain liable for any loss of rent for the remainder of the lease term, as well as any damage to the unit, and for any and all cleaning deficiencies. Agent will use reasonable efforts to re-rent the premises to minimize any loss.
- (d) If Resident fails to vacate the premises at the end of the lease term, Agent, after notifying Resident, may remove Resident's belongings from the premises, so long as there is no breach of the peace.

12. **Abandonment** – Resident agrees that if Resident abandons, surrenders, or vacates the premises, or is evicted, and leaves behind personal property Agent shall have the right to remove and dispose of said personal property as the Agent sees fit, at Resident's sole risk and cost and without recourse by Resident or any other person against the Agent or the Agent's representatives.

13. **Occupancy** – No more than MaxTen unrelated persons may reside in the premises. Resident agrees to accept any and all liability for violation of City and County ordinances governing the maximum legal number of occupants for these premises and agrees to allow no more than TotTen persons, as listed in Paragraph 1, to reside in the premises at any time, excepting occasional visits by family members or friends. **Said visits shall be limited to not more than three (3) days without Agent's written permission.**

14. **Use** – Resident agrees to the following restrictions of its use of the leased premises:

- (a) **Governmental & Private Regulations:** Resident shall occupy and use the premises in compliance with all Federal, State, local and municipal orders, statutes, ordinances, rules and regulations and shall further comply with all reasonable rules and regulations of the Agent whenever promulgated.
- (b) **Trash:** Resident shall not permit or allow any rubbish, waste materials or other products to accumulate upon the premises, inside or outside, but shall maintain the same in a reasonably clean and sanitary condition at all times. **Failure of Resident to comply with the terms of this Section shall result in up to a \$50.00 charge for each infraction and every infraction thereafter, and each day thereafter that Resident fails to eliminate such trash from the premises.** Such charges shall be levied at the discretion of Agent whenever Agent has reason to believe the terms of this Section have been violated by Resident or his guests. Such charges shall be due and payable within ten (10) days after notification of the levy of such charges by Agent.

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- (c) **Mutual enjoyment and use:** Resident shall not permit any action taken upon these premises to become a nuisance or disturbance to any persons or neighbors.
- (d) **Storage:** Resident agrees not to repair any motor vehicles, nor store same at or near the premises. Resident further agrees not to store any items of any nature on the outside of structures on premises without prior written consent from Agent. Failure of Resident to comply with the terms of this Section shall result in up to a **\$50.00** charge for the first infraction and a **\$50.00** charge for each and every infraction thereafter, and each day thereafter that Resident fails to eliminate such stored items from the premises. Such charges shall be levied at the discretion of Agent whenever Agent has reason to believe the terms of this Section have been violated by Resident or his guests. Such charges shall be due and payable within ten (10) days after notification of the levy of such charges by Agent. Any violation of these use restrictions set forth in this Paragraph 10 by Resident shall constitute a material breach of this Lease.

15. Utilities and Services.

- (a) Resident shall be responsible for and shall pay all costs related to the following utilities and/or services connected with the premises:

	Agent will bill Resident for the following\shared utilities			Agent will bill Resident for the following\shared utilities	
Water	<input type="checkbox"/>	<input type="checkbox"/>	Snow shoveling*	<input type="checkbox"/>	<input type="checkbox"/>
Sewer	<input type="checkbox"/>	<input type="checkbox"/>	Trash pick-up	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	Cable/Internet access	<input type="checkbox"/>	
Gas	<input type="checkbox"/>	<input type="checkbox"/>	Phone (landline)	<input type="checkbox"/>	
Grounds maint.	<input type="checkbox"/>	<input type="checkbox"/>			

- (b) **Prior to the first day of the lease term**, Resident shall arrange for such utilities or services and for billing directly to Resident. Provision of and the payment for utilities and services listed above but not checked shall be the responsibility of Agent.
- (c) Resident shall remain responsible for these utilities until termination of the lease or surrender and acceptance of the premises, whichever occurs last. **Resident shall at all times keep the lease premises heated to 60 degrees.** Resident shall be financially liable for any freezing damage or other damages that may result from Resident's negligence in keeping the premises heated in the winter. Agent may withhold funds from Resident's security deposit to pay any unpaid utility bills that are the responsibility of the Resident to pay.
- (d) If Premises shares utilities, trash, grounds maintenance, snow removal, maintenance of common areas or other charges with another unit, Agent will split these bills between units according to the total number of occupants in each unit. If Agent bills Residents for utilities, trash, grounds maintenance, snow removal or other utilities; Resident agrees these bills are due and payable the first day of each month. **Although Agent will attempt to notify each unit of these charges it is Resident's responsibility to determine the amount due each month by contacting Agent.** Failure of Resident to pay utilities on time may result in daily late fees being assessed or an eviction notice to be posted.
- (e) Multi-unit and designated Student Properties: Agent will contract for snow removal and grounds maintenance services for all multi-unit and designated Student Properties. Agent will split the charges for this service between the units based upon the number of occupants in each unit. Resident agrees these charges are due and payable the first day of each month. Resident understands Agent will not terminate these contracts for snow removal and grounds maintenance.

16. Entry

- (a) Resident shall permit Agent to enter the premises at reasonable times for the purpose of making necessary or convenient repairs or reasonable inspections, or to show the premises to prospective new tenants, purchasers, or lenders, following the provision of not less than two (2) hours verbal notice from Agent to Resident.
- (b) In the event Resident is not at the premises when such verbal notice is given, a note left at the premises or a voice mail or text message or answering machine message (using the telephone number in Agent's records) given to Resident shall be deemed to be adequate notice.
- (c) Entry may be made without prior notice if Agent reasonably believes that an emergency exists, such as a fire or broken water pipe, or that the premises have been abandoned, or that the premises are being abused or damaged by Resident.
- (d) Any request by Resident for maintenance constitutes Resident's permission for Agent or its contractors to enter the premises to effect said maintenance or repairs, and in such event no notice shall be required.

17. Assignment/Subleasing/Re-Leasing:

- (a) Resident shall not assign this Lease, or sublet any portion of the leased premises, for any part or all of the term of this Lease without prior written consent of Agent.
- (b) **A subleasing/assignment fee of up to \$300.00 shall be charged** whenever Agent allows Resident to sublease the premises or assign the lease, which fee is an administrative fee covering costs associated with the completion of a sublease or assignment. Such fee shall

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not include the costs for credit and/or background checks of the prospective replacement and shall be due and payable upon the date the subleasing or assignment arrangement is approved by Agent. Such fee shall be paid immediately by check, money order, certified check, or, at the Agent's option only, may be withheld from the Resident's security deposit. The assignment or sublease of the premises shall not release Resident from the obligations contained in this Lease, without Agent's specific written agreement to release Resident.

18. Noise and Nuisance.

- (a) Resident agrees not to make, permit or engage in any excessive noise, or other act, to create any nuisance such as will disturb the peace and quiet or quiet enjoyment of the neighbors or the Agent's staff, or any unlawful act.
- (b) ***Unreasonably hostile communication with Agent's staff shall constitute an unreasonable disturbance.***
- (c) Resident expressly agrees to refrain from noise causing activities at all times. Resident specifically agrees not to create disturbances between the hours of 10:00 o'clock p.m. and 7:00 o'clock a.m., Sunday through Thursday, and between the hours of 11 :00 o'clock p.m. and 7:00 o'clock a.m. Friday and Saturday.
- (d) ***Failure to abide by the terms of this agreement will result in up to a \$50.00 charge upon the first infraction, a \$50.00 charge upon the second infraction, and the third infraction shall constitute a material breach of the lease agreement and at Agent's option shall constitute grounds for immediate eviction.*** Such charges shall be levied at the discretion of Agent whenever he has reason to believe that the terms of this Section have been violated by Resident or his guests. Such charges shall be due and payable within ten (10) days after notification of the levy of such charges by Agent.

19. **Rules and Regulations** – Resident agrees to abide by any and all rules and regulations in effect at the time of signing this Lease and to such rules or regulations which may be adopted during the term of this Lease. Upon adoption, Agent agrees to deliver a copy of such rules and regulations to Resident at the premises, and Agent's delivery of such shall be deemed to be conclusive evidence of Resident's knowledge and understanding of such rules and regulations.

20. **Resident agrees to maintain good contact with Agent** – If Agent leaves a phone message, text message or email message, Resident is required to respond within 24 hours, barring unforeseen circumstances (equipment failure, travel). Repeated failure of Resident to respond may result in breach of lease.

21. Check-in/Check-out Sheet:

- (a) A check-in/check-out sheet may be attached to this Lease. Resident should complete and sign this form within seven (7) days of date of occupancy in order to help protect both parties.
- (b) ***Failure of Resident to submit a complete and signed check-in/check- out sheet to Agent within seven (7) days of date of occupancy shall oblige Resident to pay a \$25.00/day late fee and to be liable for any and all damages or cleaning deficiencies to the premises at the termination of the lease term.***

22. **Condition of Premises** – Resident understands and agrees that Resident leases the premises "as is" and that Agent makes no promises, representations or warranties as to the condition of the premises.

23. **Furnishings** – If the premises are furnished, a separate inventory of the furnishings, including their condition, may be attached to this Lease. Both parties should complete and sign this form within seven days of occupancy in order to protect both parties.

24. Repairs and Maintenance.

- (a) If repairs are required, Agent shall be responsible for making such repairs.
- (b) Resident shall not make repairs without prior written consent of Agent. Resident shall pay reasonable charges for the repair of damage to the premises or common areas caused by the negligence or willful acts of Resident or guest of invitee of the Resident.
- (c) **Resident is responsible for the cost of all garbage disposal clog repairs. Resident is also responsible for the cost of all toilet, drain and disposal repairs required due to improper materials being put into the toilet, sinks or disposal.** Such charges shall be due and payable upon demand by Agent.
- (d) Resident shall take precautions to prevent frozen plumbing during freezing weather by keeping the premises heated to at least sixty (60) degrees. This includes periods when Resident is vacation, any and all school breaks, holiday periods, or any time Resident is away the premises. ***Resident is responsible for the cost of repairing all damage caused by broken water pipes due to violating this requirement.*** Excessive damage to the premises by Resident shall be grounds for Agent to evict Resident.
- (e) Resident agrees not to put anything other than toilet paper and human waste into the sewer or septic systems. Resident understands that should problems with the sewer/septic system occur due to other types of products or substances (i.e., feminine hygiene products, dental floss, paper towels, wipes, grease, hair clogs, etc.) being put into the system that the Resident is responsible for the costs to clear and/or repair the system as well as all the costs of all damages resulting from backups, etc.
- (f) Agent's failure to provide or maintain any recreational, laundry or other facility or common area or to repair any property or premises, shall not constitute a breach of this agreement by the Agent or owner unless such failure makes the premises *legally* uninhabitable and Resident physically vacates the premises due to such failure.
- (g) *Smoking is not permitted within the Premises and not within 15 feet of any entrance in accordance with Colorado No Smoking laws.*
- (h) *Candles are NOT permitted in or on the Premises.*

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25. Outside Maintenance.

(a) Resident shall be responsible for the routine care and maintenance of the yard and outside areas, along with all costs associated with such, as follows:

- Grounds maintenance (mowing lawn)
- Grounds maintenance (watering lawn, shrubs and trees)
- Grounds maintenance (removing weeds and trash)
- Grounds maintenance (raking leaves)
- Removing all snow and ice from the public sidewalks according to terms set in the Additional Provisions section.
- All outside hoses are disconnected AT THE FAUCET during freezing weather conditions (generally from October through May)
- Replacing the furnace filter at least every three (3) months. (Agent recommends every month)
- The mailbox will **not** have names listed for anyone not on the lease. Only persons on the lease may have their names on the mailbox.
- If the unit shares common areas, inside or outside the structure, all tenants are responsible for the cleaning and damages to those common areas.
- Other: _____

(b) The routine care and maintenance of items listed above but not checked shall be the responsibility of Agent. Resident agrees to be responsible for the replacement cost and labor cost incurred by Agent in replacing any vegetation killed or severely damaged due to Resident's failure to water such vegetation.

(c) *If Agent supplies a gasoline powered mower for Resident's use, Resident is responsible for draining all fuel from the tank at the end of the season and, at all times, storing the mower in a locale where water and weather cannot damage the mower. Should Resident not properly winterize the lawnmower, Resident will be responsible for the cost to replace the mower or to put the mower back into operating condition.*

(d) If the leased premises is a house or a rental unit with a yard or patio area, Resident agrees to maintain the exterior areas of the premises in a neat and attractive condition throughout the terms of the lease. ***Failure of Resident to comply with the terms of this Section may result in Agent's contracting with laborers, at Resident's cost, to remove weeds, debris, trash or snow and to restore and maintain the area in its original condition.***

(e) Single unit properties: If Agent observes Resident is not maintaining the grounds and/or clearing the ice and snow from the public sidewalks by the deadline as defined by City ordinances and is not maintaining the public sidewalks in a snow and ice free condition according to the City's snow removal ordinances, Agent may contract for these services at Resident's expense. Resident agrees these charges are due and payable the first day of each month. Resident understands that once these contracts are in place Agent shall have the option not to terminate said contracts.

- (f) The following items could result in a citation or ticket by the City and a charge to the Resident:
- i. Newspapers of any kind will not be left on the ground more than two (2) consecutive days. *Resident is responsible for picking up newspapers and all trash from the property.*
 - ii. Resident must remove all trash, garbage and recycling containers from the street or alley within 12 hours before or after the date of pickup.
 - iii. Complaints by neighbors for noise, trash, not mowing the lawn or too many parked cars.
 - iv. Resident must remove snow and ice from sidewalks and pathways by deadline *as defined by City ordinances.*

(g) If Agent provides any appliance or equipment to Resident, such appliances and equipment shall be listed below. Resident agrees to return said equipment to Agent in the condition it was issued to Resident. Resident agrees to be responsible for any missing or damaged equipment.

- | | |
|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Washer | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Range | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Other: _____ |

(h) *Resident agrees to use equipment responsibly.*

26. Alterations to Premises.

(a) Resident shall obtain advance written consent of Agent before making alterations to the premises including, for example, painting, adding or changing door locks, mounting anything to interior (including a TV or projector mount) or exterior, placing stickers on any surface, wall or appliance, removing carpet, or altering landscaping.

**PERSONALIZED MANAGEMENT SERVICES
FIXED TERM LEASE AGREEMENT**

- (b) Resident further agrees that alteration to the premises will be considered damage, and that Agent may require the premises to be restored (and alterations removed) to the same condition as it existed prior to Resident's occupancy, including, but not limited to repainting, whether or not consent was first obtained for any such alterations.
- 27. Parking.**
- (a) Parking on the premises is for Residents only. Any vehicles parked on the premises that are not registered to a current Resident and/or not showing current license plates will be towed at the vehicle owner's expense.
- (b) The premises include the following parking facilities: _____.
- 28. Insurance** – Neither owner's or Agent's insurance covers Resident's personal possessions in the event of loss or damage due to fire, windstorm, water, theft, vandalism, or other similar cause. Resident shall obtain and show proof of renter's insurance to insure personal possessions and to insure against Resident's personal liability. Resident agrees not to make any claims against owner or Agent for or on account of any loss or damage caused by fire, windstorm, water, theft, vandalism, or for loss or damage to any articles from any cause whatsoever.
- 29. Attorney's Fees** – In the event of any legal action concerning this Lease which results in a judgment, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court.
- 30. Liability** – Resident will be fully liable for the injury or death of any person, or damage to the property caused by the negligence or willful acts of Resident, or from Resident's use, maintenance, operation, and/or repair of the premises, buildings, improvements and equipment thereon. Resident hereby agrees to indemnify owner and Agent against any and all loss, claim, or damage occasioned by Resident's use, maintenance, operation, and/or repair of the premises, buildings, improvements or equipment thereon.
- 31. Waiver** – Any waiver, by Agent of any breach of any provision of this Lease shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this Lease, nor shall any forbearance by Agent of any rights or remedies provided for by the terms of this Lease constitute a waiver or a continuing waiver of a subsequent breach of the same or a different provision of this Lease. It is agreed that restrictive endorsements or other legends on checks or other instruments of payment presented to Agent in discharge of any of Resident's monetary obligations hereunder shall be void and utterly without legal force or effect.
- 32. Injunction** – In addition to all other remedies in this Lease provided, Agent shall be entitled to restrain by injunction the violation or attempted or threatened violation of any of the terms, covenants, conditions, or provisions of this Lease.
- 33. Subordination** – This lease shall be subordinate to all existing and future mortgages and deeds of trust upon the property.
- 34. Change of ownership or management** – In the event of a change in the ownership or management of the premises, all terms of this Agreement shall remain binding upon Resident.
- 35. Severability** – The unenforceability of any provision or provisions of this Lease shall not affect the enforceability of any other provision or provisions.
- 36. Joint and Several Liability.**
- (a) If this Lease is signed on behalf of Resident by more than one person, the liability of the persons so signing shall be joint and several. The language "joint and several" means that if more than one person has signed the lease, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all the obligations of this Lease, except where expressly otherwise agreed between Agent and Resident.
- (b) *For example, one person signing the lease may be liable for any or all damages to the premises, even if caused by another person signing the lease, and one person signing the lease is liable for the total amount of rent and charges due, even though other persons have also signed the lease.*
- 37. Electronic communications** – Resident and Agent expressly agree Agent may, at Agent's sole discretion, provide Resident with copies of any, and all documents such as leases, statements, invoices, inspection reports, pictures, etc. via email or publish these documents to a location on the Internet where Resident has unlimited access during the term of the lease. Should Resident desire hardcopies of any documents Agent may charge a reasonable fee of \$1.00 per page for said documents and \$ 10 per CD plus any additional postage & handling fees.
- 38. RESIDENT AND AGENT AGREE THAT MARIJUANA GROW ROOMS AND/OR ANY TYPE OF MARIJUANA CULTIVATION OR OTHER DRUG MANUFACTURE, IS NOT PERMITTED UNDER ANY CIRCUMSTANCES. RESIDENT UNDERSTANDS THAT FAILURE TO ABIDE WITH THIS CLAUSE MAY RESULT IN IMMEDIATE NOTICE OF EVICTION AND AGENT REPORTING RESIDENT TO THE PROPER AUTHORITIES.**
- 39. Failure of Resident to comply with any of the terms of this Lease shall result in up to a \$50.00 charge for each infraction and every infraction thereafter, and each day thereafter that Resident fails to abide by the terms of the Lease.**
- 40. Amendment of Lease** – The lease contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties.
- 41. Counterparts** – This Lease shall be binding upon the Agent only when signed by the Agent. This Lease shall be binding upon any individual Resident when signed by that individual Resident, without regard to whether other individual Residents are identified in the Lease, but, do not sign the Lease. If the Lease is signed by more than one individual as Resident, or also as Guarantor or Cosignor, all the obligations of the Resident, Guarantors or Cosignors shall be joint and several.

**PERSONALIZED MANAGEMENT SERVICES
FIXED TERM LEASE AGREEMENT**

42. Additional Provisions:

IN WITNESS WHEREOF, this Lease has been signed by Agent and Resident as of this ____ day of _____ 20__ at _____ o'clock.

“Agent”
Personalized Management Services

Agent for owner: Scott R. Henderson
Colorado Real Estate license #: FA40024340

“Resident”

aaa (signed):
Mobile #: aaaphone
Email address: aaaEmail

ccc (signed):
Mobile #: cccphone
Email address: cccEmail

bbb (signed):
Mobile #: bbbphone
Email address: bbbEmail

ddd (signed):
Mobile #: dddphone
Email address: dddEmail

**PERSONALIZED MANAGEMENT SERVICES
FIXED TERM LEASE AGREEMENT**

Mold Addendum

This mold Addendum is made LeaseStartDate (date) by Personalized Management Services ("Agent") and aaa and bbb and ccc and ddd ("Resident") and made part of that Personalized Management Services Fixed Term Lease Agreement of even date herewith (the "Lease"). Except as specifically modified by this Mold Addendum, the terms of the Lease and any other attachments thereto shall remain in full force and effect.

Resident Obligations Regarding Mold

Resident shall keep the apartment, particularly the kitchen, bathroom(s), carpets and floors, clean through regular vacuuming, mopping and use of household cleaners on hard surfaces.

Resident shall immediately and consistently remove all visible moisture from all surfaces in the apartment.

Resident shall periodically inspect all sinks, bathtubs, toilets, shower enclosures, refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, dehumidifiers 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 shall immediately inform Agent in writing of any water leaks or signs of water leaks as well as any missing grout or caulk in tiled areas.

Resident shall reasonably prevent and shall immediately clean and dry all plant watering overflows, beverage spills, cooking spills, pet urination, and overflows from fixtures and appliances.

Resident shall ensure that all shower doors and curtains are utilized to prevent water from escaping any tub or shower enclosure.

Resident shall not allow damp clothes and towels to accumulate and shall consistently hang towels on towel racks to allow them to dry.

Resident shall keep all windows and doors closed during adverse weather and when the apartment is unattended.

In the event of visible accumulation of mold on hard surfaces, Resident shall immediately clean the accumulated and surrounding area with soap or detergent and allow the area to dry. Within 24 hours of the initial cleaning, resident shall apply a spray on type of biocide (such as Lysol Disinfectant or Pine-Sol Disinfectant) in accordance with the product's instructions and labeling.

Resident shall place and store Resident's personal property to prevent it from becoming wet or damaged in the event of water leakage, backup or flooding.

Agent Obligations Regarding Mold:

Upon written notification by resident, Agent shall within a reasonable time, repair water leaks in the apartment, provided such leaks are not caused by the misuse or neglect of Resident, or any Occupants, guest or invites of Resident.

Upon written notification by resident, Agent shall within a reasonable time, clean or apply biocides to visible mold on porous surfaces such as sheetrock walls and ceilings, provided such visible mold has not been caused by misuse, use or neglect of Resident, or any Occupants, guest or invites of Resident or by any violation of the Lease or this Mold Addendum by Resident, or any Occupants, guest or invites of Resident.

Remedies:

Agent does not warrant or represent that the apartment shall be free from mold.

A breach of this Mold Addendum by Resident shall be a material violation of the Lease allowing Agent to recover possession of the apartment, following Demand for Possession or Compliance in accordance with state law, and all other rights and remedies contained in the Lease.

In the event of a breach of this Mold Addendum by Agent, Resident's sole and exclusive remedy shall be to immediately vacate the apartment and Resident's obligations to continue to pay rent shall terminate on the date Resident delivers possession of the apartment to Agent. Agent shall 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 Releases:

Resident hereby indemnifies and shall hold Agent harmless from any and all claims or cause of action, arising (in whole or in part) from Resident's breach of the obligations contained in this Mold Addendum.

Resident hereby releases Agent from any and all claims of Resident or Occupant for the presence of mold in the apartment, other than claims based on breach of this Mold Addendum by Agent and further releases Agent from any and all claims of consequential damages to Resident's personal property, or claims of adverse health conditions associated with exposure to mold.

Personalized Management Services

Agent for owner: Scott R. Henderson

"Resident"

aaa (signed):

ccc (signed):

bbb (signed):

ddd (signed):

PERSONALIZED MANAGEMENT SERVICES
FIXED TERM LEASE AGREEMENT

Lease Addendum - Pests

This is an Addendum to the Lease dated LeaseStartDate (the "Lease"), by and between Personalized Management Services, Agent (hereinafter "Agent") for the Owner of the premises known as Address1 City1, CO Zip1, and:

aaa and bbb and ccc and ddd

(collectively hereinafter "Resident"), for the premises known as Address1 City1, CO Zip1, State of Colorado ("Premises").

Resident and Agent agree as follows:

1. If Resident fails to report any pest infestation and/or problems with the Premises within seven (7) days of move-in, it shall be an acknowledgment by Resident that the Premises are acceptable, in good condition, and pest free.
2. Resident and Agent agree that any violation of this Addendum constitutes a material violation of the Lease, and Agent may terminate Resident's right to possession upon three (3) days Notice to Quit, no right to cure. There is no requirement that Agent allow Resident to cure prior to serving Resident with a Notice to Quit. Proof of the violation of this Addendum shall be by a preponderance of the evidence.
3. Resident agrees to cooperate fully with and to undertake all efforts and tasks required by Agent's pest control company employed to eradicate pests. Resident's full cooperation includes but is not limited to immediately reporting pest infestation to the Agent, making the premises available for entry to complete pest inspection and eradication treatment(s), completing all required pre-treatment activities, evacuating the premises during and after treatment for the required time frame, completing all required post-treatment activities, and immediately reporting ineffective treatment or re-infestations to the Agent in writing.
4. Resident may request reasonable extermination services at any time. All requests must be in writing. Agent will notify Resident in advance of each pest inspection, including providing a preparation sheet. Notification is presumed received if Agent hands the notice and instructions directly to Resident or if Agent posts the notice and instructions to Resident's unit.
5. If Resident promptly notifies Agent and cooperates with Agent and/or Agent's pest control company and the unit is either re-infected or the initial treatment is ineffective, Agent will promptly schedule re-inspection and re-treatment at no cost to Resident. If Resident is not fully prepared for the treatment, Resident agrees to pay \$_____. (If no amount is filled in, Resident shall be billed for the actual cost of service.) If Resident fails to cooperate fully with the treatment plan and the unit is either re-infected or the initial treatment is ineffective, Resident agrees to pay all costs of all subsequent treatments, as well as the cost of treatments for the spread of the infestation to additional units.
6. Agent, Agent's employees, officers, or directors are not liable to Resident for any damages caused by pests, including but not limited to, replacement of furniture, medications, or medical expenses. Agent, Agent's employees, officers, or directors are not responsible for any damage done to Resident's unit or personal items during pest control inspections or treatments.
7. Resident acknowledges that Agent's adoption of this Addendum, and the efforts to provide a pest free environment, does not in any way change the standard of care that Agent owes Resident under the lease. Resident further acknowledges that Agent does not guaranty or warranty a pest free environment. Resident acknowledges and understands that Agent's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on Resident's voluntary compliance and cooperation.
8. Resident acknowledges that **used** or **secondhand** furniture is the primary way that bed bugs and roaches are spread. Resident agrees to carefully inspect any **used** or **secondhand** furniture, especially bedding, acquired by or purchased by Resident that is brought into the Premises. Resident agrees not to acquire or bring into the Premises any **used** or **secondhand** furniture removed from the garbage. Resident acknowledges that sharing vacuum cleaners, etc. is another highly possible way to spread bed bugs and roaches. Agent strongly advises Resident not to share such items with other Residents.
9. **IN CASE OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE LEASE AND THIS LEASE ADDENDUM, THE PROVISIONS OF THIS LEASE ADDENDUM SHALL GOVERN. THIS LEASE ADDENDUM IS INCORPORATED INTO THE LEASE EXECUTED OR RENEWED BETWEEN THE AGENT AND THE RESIDENT.**

Personalized Management Services

Agent for Owner: Scott R. Henderson

"Resident"

aaa (signed):

ccc (signed):

bbb (signed):

ddd (signed):

**PERSONALIZED MANAGEMENT SERVICES
FIXED TERM LEASE AGREEMENT**

**Lease Addendum
Move Out and Cleaning Guidelines**

Kitchen

- 1) Clean refrigerator: shelves, crisper, freezer. Pull frig away from wall. Clean front sides and the floor.
- 2) Cupboards inside and out, under the sink and all tile and faucet fixtures.
- 3) Clean oven inside and out, range hood, exhaust fan, under burners, under stove top, drip pans controls and burner rings. Clean floor behind and around the stove.
- 4) Clean out all drawers and shelves.
- 5) Remove picture hangers, nail holes need to be filled and sanded to the surface. Leave as few marks on the walls as possible.

Living room, dining room, bedrooms

- 1) Carpet must be *professionally* steam cleaned by a truck mounted service. Management needs a copy of the receipt at move out. If we do not have a receipt at the time we do the move out inspection we will assume the carpets were not cleaned and arrange to have a company come in to clean. Any receipt received after the inspection will not be accepted.
- 2) Baseboards cleaned and dusted, finger marks and other marks cleaned off light switches, doors and walls, heaters cleaned and dusted
- 3) Mini-blinds cleaned, strung and working properly. Windowsills cleaned and windows washed.
- 4) Remove picture hangers, nail holes need to be filled and sanded to surface. Leave as few marks on the walls as possible.
- 5) Closets vacuumed and clothes hangers removed, shelves washed.
- 6) All ceiling fans dusted and cleaned.

Bathrooms

- 1) Clean toilet, toilet tank, under toilet rim, vanity sink and cupboards inside and out.
- 2) Clean chrome fixtures, mirrors, fan and medicine cabinet.
- 3) Clean bathtub, tub surround and walls. For best results use Tilex or Softscrub bathroom cleaner for tiles and fiberglass.
- 4) Clean the floor.

General

- 1) Turn in all keys (i.e., doors, mailbox, pool, etc.), garage door openers, etc. by noon the day your lease expires. You will be charged for having a locksmith rekey the locks and make new keys. You can leave your keys in the unit when you leave the premises.
- 2) Make sure all lights are working. Replace all light bulbs that do not work.
- 3) Make sure all smoke detectors and carbon monoxide detectors are in place and working. Replace any missing batteries.
- 4) Any and all holes in the drywall must be fixed and repainted to match the rest of the wall.
- 5) All screens must be in place and in good shape. No bent frames or torn screens.
- 6) If you are responsible for the yard you must have it mowed, have all the leaves raked up and all trash removed.
- 7) Replace the furnace filter so there is a new filter in place.
- 8) Make sure all floors without carpet are swept and clean.

Utilities

- 1) Please leave all utilities on in your unit until the expiration of your lease. If you turn off the utilities prior to the end of the lease you will be charged for the remainder. An \$8.00 utility transfer fee will be charged to your account upon move-out.
- 2) The management company will wait for all utility bills to come in and charge you for your portion during the term of the lease.
- 3) If you decide not to clean your unit prior to vacating we will hire a cleaning company to do the cleaning at your expense.

Charges

Please note that if you do not take care of cleaning and repairs we will hire contractors and/or other vendors to perform this work.

Our contractors/vendors do not always charge the lowest rates for parts and labor. If you are concerned about getting the best deal you should make your own arrangements for repairs and cleaning.

The following charges are in addition to the rates charged for the contractor or vendor:

- Unfilled Nail Holes: \$1 each.
- Unfilled Molly Holes or Large Nail Holes: \$5. each
- Regular Bulbs: \$1 each
- Vanity Bulbs: \$5 each
- Batteries for smoke detectors and/or carbon monoxide detectors: \$5 each

**PERSONALIZED MANAGEMENT SERVICES
FIXED TERM LEASE AGREEMENT**

Please note the following:

If the unit needs cleaning and/or maintenance when Resident moves in, Resident must notify Agent in writing, within two (2) days of move-in. Failure to notify Agent will result in Resident being charged for the repairs and/or cleaning.

Resident must provide Agent with copies of cleaning receipts at move-out. This is especially true for carpet cleaning. Failure to provide receipts will result in Resident being charged for cleaning by Agent's contractors. Agent will not attempt to contact Resident for copies of these receipts! Agent will not accept receipts for credit on cleaning once Agent's contractors arrive on site or if Agent is unable to cancel these services without penalty.

If Agent has to re-inspect the unit after the initial move-out inspection Resident will be charged \$50.00 per inspection. This means Agent will charge Resident at least \$50.00 if Agent has to do Resident's cleaning and/or repairs and then inspect again after Agent's crews do the cleaning or repairs.

Following these guidelines will help ensure the return of Resident's full deposit.

This form is not meant to be a comprehensive list of Resident's responsibilities under the Lease.

By signing below, Resident acknowledges receipt of a copy of this document and that Resident understand Resident will be charged for all repairs and cleaning regardless of the condition of the property at move-in. Charges for anything not specifically listed above will be at the rate paid to the contractor/vendor doing the work.

IN WITNESS WHEREOF, this Lease Addendum has been signed by Agent and Resident as of this ___ day of _____ 20__ at _____ o'clock.

“Agent”

Personalized Management Services

Agent for Owner: Scott R. Henderson

“Resident”

aaa (signed):

ccc (signed):

bbb (signed):

ddd (signed):

PERSONALIZED MANAGEMENT SERVICES
FIXED TERM LEASE AGREEMENT

Lease Addendum
City of Boulder Smart Regs

This is an Addendum to the Rental Agreement dated LeaseStartDate (the "Lease"), by and between **Personalized Management Services**, Agent (hereinafter "Agent") for the Owner of the property and

aaa and bbb and ccc and ddd

(collectively hereinafter "Resident"), and for the premises known as Address1, City of Boulder, County of Boulder, State of Colorado ("Premises").

- The City of Boulder's "Smart Regs" Ordinance requires all licensed rental properties to achieve a specific level of energy performance. In order to fulfill this requirement, Agent and Resident agree to cooperate in all phases of this requirement. The parties agree as follows:
- An initial audit of your unit will be required. In addition, several other potential installations and/or services may be required to fulfill the city's requirements. Resident agrees to cooperate to schedule and allow this energy conservation work to be done and further agrees to move any personal possessions requested in order to make areas accessible for the work and audits.
- Resident also hereby agrees to allow Agent to obtain copies of their utility bills from the utility provider. Resident will complete any City and/or County of Boulder Utility Release Forms and forms required by Xcel or any other energy provider for any energy related rebates. In addition, any rebates obtained due to the energy conservation work that is paid for by the Agent, will be assigned to the Agent by the Resident.
- Resident agrees that if any CFL bulbs are broken, the EPA clean-up guidelines found at <http://www.epa.gov/cfl/cflcleanup.html> will be followed by Resident.
- Resident and Agent agree that any violation of this Addendum is a material violation of the Lease, and Agent may give a demand for compliance or possession. Agent may also charge Resident a daily charge of \$50 per day until Resident cooperates with Smart Regs Compliance.

In case of any conflict between the provisions of the Lease and this Lease Addendum, the provisions of this Lease Addendum shall govern. This Lease Addendum is incorporated into the Lease executed or renewed between the Agent and the Resident.

"Agent"

Personalized Management Services

Agent for owner: Scott R. Henderson

"Resident"

aaa (signed): _____

ccc (signed): _____

bbb (signed): _____

ddd (signed): _____

**PERSONALIZED MANAGEMENT SERVICES
FIXED TERM LEASE AGREEMENT**

RENTAL UNIT ORDINANCE DISCLOSURE FOR CITY OF BOULDER

This is an important notice for Residents. Please read carefully. To get the entire ordinance in full please see the City of Boulder website.

Every person who rents or leases a dwelling unit within the City limits of Boulder, Colorado must be provided with information in accordance with the provisions of Boulder Revised Code, Section 12-2-4 Ordinance 7158). This information is as follows:

Occupancy limits

The dwelling unit you will be renting or leasing at the address of Address1, City1, CO Zip1 may be occupied by no more than MaxTen unrelated persons.

Under the current lease or rental agreement, the only people permitted to occupy the dwelling unit are:

aaa and bbb and ccc and ddd

City of Boulder laws permit a renter or lease holder to have a temporary house guest. However, if any guest becomes a resident of the apartment or dwelling unit, and if this produces a violation of the legal occupancy limit, a criminal prosecution can result.

Violations of the occupancy laws of the City of Boulder can result in criminal prosecutions and fines of up to \$2,000.00 for each day in violation.

Interest on Security Deposits

Interest on security deposits will be paid at the yearly rate specified by the City of Boulder.

Noise Ordinances

The City of Boulder has several ordinances which regulate noise. A violation of any of these noise ordinances can result in criminal prosecution and a maximum fine of up to \$1,000 and 90 days in jail. The laws include:

Disruption of Quiet Enjoyment of the Home, Section 5-9-5, B.R.C. This focuses on individuals who engage in loud behavior that disrupts a neighbor who is in his or her home. It prohibits conduct which is so loud as to materially disturb another in such in individual's home.

Unreasonable Noise, Section 5-9-6 B.R.C. This is a provision which can be used when officers, standing more than 100 feet away from a noise source, hear amplified music in a residential zone after 11:00pm.

Excessive Sound Levels, Section 5-6-2 B.R.C. 1981. This is based upon measuring sound levels with meters. Noise must not exceed 50 decibels between 11:00 pm and 7:00 am and in excess of 55 dBA between 7:00 a.m. 11:00 p.m in a residential zone. Late at night the ambient or background noise level in most neighborhoods is approximately 35 decibels. A sound 15 decibels greater than background noise (50 dBA) such as a loud stereo, will wake the average person from a deep sleep.

Fireworks Ordinance

Fireworks, Section 5-6-6, B.R.C. 1981. Except for police, military, and certain other personnel described in Boulder's Code, it is illegal for anyone to possess fireworks in any public or private place or to explode fireworks anywhere within the City of Boulder without first obtaining a permit.

Nuisance Party Ordinance

Nuisance Party Prohibited, Section 5-3-11 B.R.C. A nuisance part is a gathering at which one of a number of violations of Boulder's Code provisions occurs, These include the unlawful consumption of alcohol, the unlawful provision of alcohol to minors, property damage, obstruction of traffic, or the generation of excessive noise.

A nuisance party is also any party at which an open keg of beer is located in the front yard setback, on the front porch, or in an unscreened side yard, of a property.

Any person convicted of holding a nuisance party can be criminally prosecuted and sentenced to a fine of up to \$1,000.00 and 90 days in jail.

Trash Ordinance

Trash Contract Required, Subsection 6-3-3(b), B.R.C. 1981. Every rental property is required to maintain a valid contract with a commercial trash hauler providing for the removal of accumulated trash from the property on at least a weekly basis. The trash contract on this property is the responsibility of Resident Agent. No overflowing trash receptacles are allowed; recycling bins/carts can be put out no more than 12 hours prior to pickup and empty receptacles must be brought in within 12 hours of pick-up. Violation of these ordinances can be subject to \$250 fine plus Municipal Court appearance.

Weed & Snow Removal Ordinances

Growth or Accumulation of Weeds Prohibited, Section 6-2-3, B.R.C. 1981. It is a violation to allow weeds to grow to height greater than twelve inches.

**PERSONALIZED MANAGEMENT SERVICES
FIXED TERM LEASE AGREEMENT**

Duty to Keep Sidewalks Clear of Snow, Section 8-2-13, B.R.C. 1918. Occupants of residential units, along with property managers, are responsible to keep public sidewalks and walkways abutting their residential premises clear of snow.

Snow removal is the responsibility of the Resident Agent.

Parking on (or Blocking) Sidewalk

Parking on a Sidewalk Prohibited, Paragraph 7-6-13(a)(1), B.R.C. 1981. No vehicle may be stopped or parked on a sidewalk or within a sidewalk area. This prohibits parking in a driveway in a manner that blocks a sidewalk.

The undersigned Resident(s) acknowledge that any violation of any federal, state or local regulation, law or ordinance, including, but not limited to those referenced in the Addendum, by persons at the leased premises can expose the Agent to substantial penalty and loss and substantially endanger the property of the Agent. Consequently, all tenants hereby acknowledge that any violation of any federal, state, or local regulation, law, or ordinance by any person at the premises shall constitute a Substantial Violation of the terms of the lease, as defined by C.R.S. 13-40-107.5 and entitle the Agent to possession of the premises, following a three-day Notice to Quit. All tenants shall abide by federal, state and local regulations, laws, and ordinances, including but not limited to those referenced in this Addendum and shall cause any other person at the premises to do the same. Each Resident hereby indemnifies and shall hold the Agent harmless from any and all liability, fines, penalties, losses, and damages associated with any claimed violation of any regulation, law, or ordinance by the Agent, during the term of the lease, if such violation is in any way related to the behavior, residency, or presence of any person at the premises, other than the Agent, including, but not limited to, claims that the Agent failed to reasonably supervise, screen or remove and Resident or person at the premises. this obligation to indemnify and hold harmless shall be joint and several between all Residents, shall inure to the benefit of any successor in interest or assignee of the Agent, and shall include any cost and attorney fees of Agent in defending such claims or enforcing this Addendum.

I have read and understand these disclosures and potential consequences including that if I violate the City regulations my tenancy can be terminated and I can be subject to eviction and legal action may be taken against me by the landlord. This is to be signed by every tenant, other than minor children living with a supervising parent or other custodian.

aaa (sign):		Date:	
bbb (sign):		Date:	
ccc (sign):		Date:	
ddd (sign):		Date:	