

## RESIDENTIAL LEASE

**1. PARTIES.** The parties to this Residential Lease (“Lease”) are:

Landlord: Town of Frisco, Colorado

Tenant: \_\_\_\_\_

**2. PROPERTY.** Landlord leases to Tenant(s) the following real property (“Property”):

Address: \_\_\_\_\_

City Frisco State: Colo Zip: 80443

**3. ACTING PROPERTY MANAGER.**

PMI Summit Colorado and its managing broker, John Conti, will act as the property manager. All future inquiries about this Lease, including but not limited to, rental payments, security deposits, and requests for repairs should be directed to the person or entity listed below until written notice is given to Tenant by Landlord:

Name of property manager: PMI Summit Colorado c/o John Conti

Phone: 970-389-9176

Mailing Address: PO Box 4965 Dillon CO 80435

Street Address: 120 Buffalo Street Dillon CO 80435

E-mail: [John@pmisummitcolorado.com](mailto:John@pmisummitcolorado.com)

**4. TERM; TERMINATION.**

a. Primary Term: The primary term of this Lease begins and ends as follows:

Commencement Date: 12:00 a.m. on \_\_\_\_\_

End Date: 11:59 p.m. on \_\_\_\_\_

b. Delay of Occupancy: If Tenant is unable to occupy the Property by the 5th day after the Commencement Date because of construction on the Property or a prior tenant's holding over of the Property, Tenant may terminate this Lease by giving written notice to Landlord before the Property becomes available to be occupied by Tenant, and Landlord will refund to Tenant the security deposit and any rent paid. Landlord will abate rent on a daily basis for a delay caused by construction or a prior tenant holding over.

Landlord is not obligated to prorate rent if Tenant surrenders the Property before the effective termination date. Tenant may, however, terminate this Lease upon thirty (30) days written notice to Landlord, and Tenant shall vacate the Property on or before the date of termination. If Tenant is employed by the Town of Frisco, this Lease shall terminate twenty-one (21) days after the date

Initials: Landlord or Agent \_\_\_\_\_

Initials: Tenant \_\_\_\_\_

of any termination of such employment by Tenant or the Town of Frisco, unless otherwise agreed to in writing between Landlord and Tenant.

**5. RENT.**

- a. Monthly Rent: Tenant will pay Landlord monthly rent in the amount of \$\_\_\_\_\_ for each full month during this Lease. The first full month's rent is due and payable prior to the commencement date stated above.  
Thereafter, Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before the 1st day of each month during this Lease. (The due dates listed above are collectively referred to herein as the “**Due Dates.**”) Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent. There will be no rent increases through the Primary Term of the Lease.
- b. Prorated Rent: Tenant will pay Landlord a prorated rent for any partial months pertaining to the term of the lease.
- c. Place of Payment: Unless this Lease provides otherwise, Tenant will remit all amounts due to Landlord under this Lease to the person or entity listed in Paragraph 3, at the address listed in Paragraph 3, and make all payments payable to the named person or entity. Landlord may later designate, in writing, another person or place to which Tenant must remit amounts due under this Lease. **Tenant must place the Property address and Tenant's name on all payments.**
- d. Method of Payment: Tenant must pay all rent, in full, on the Due Dates listed herein, and without demand, deduction, or offset, except as permitted by Law or this Lease. Tenant may not pay rent in cash, is  required to pay monthly rent in one payment, and will pay all rent by:  cashier's check,  electronic payment through the PMI tenant portal (preferred), or personal check. **NO CREDIT CARD PAYMENTS ALLOWED.** If Tenant fails to timely pay any amounts due under this Lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this Lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this Lease for Tenant's failure to make timely payments with good funds.
- e. Late Charges. For any payments not received by Landlord, in full, by the Due Dates, Tenant will pay Landlord an additional late charge of \$10.00 per day thereafter until rent and late charges are paid in full. Landlord's acceptance of a late charge does not waive Landlord's right to exercise other available remedies.
- f. Returned Payment: Tenant will pay Landlord \$75.00 for each payment Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges, until Landlord receives payment in full.
- g. Application of Funds: Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant (e.g. late charges, returned payment charges, repairs, brokerage fees, periodic utilities, pet charges) and then to rent.

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**6. SECURITY DEPOSIT.**

Payment. On or before execution of this Lease, Tenant will pay a security deposit to Landlord in the amount of \$\_\_\_\_\_ by  cashier's check,  electronic payment,  personal check, or  other means acceptable to Landlord.

- a. Application of Funds. No interest or income will be paid to Tenant on the security deposit. The amount of \$200 of the security deposit is non-refundable as a carpet cleaning fee for the unit. Landlord shall have 30 days from Tenant's surrender of the Property and providing Tenant's forwarding address, in writing, to provide Tenant an accounting for or refund of the Security Deposit. Any refund of the Security Deposit will be made payable to all Tenants named in this Lease. Upon request at move-out, for a fee of 10% of the Security Deposits held, Tenant will receive the accounting for the Security Deposit refund within 10 business days of an approved Move-Out Inspection Report instead of the 30-day period. Landlord may deduct from the Security Deposit: (a) damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property; (b) costs for which Tenant is responsible to clean, deodorize, sanitize, exterminate, and maintain the Property; (c) unpaid or accelerated rent; (d) unpaid late charges; (e) unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease; (f) unpaid pet charges; (g) replacing unreturned keys, garage door openers, security devices, or other components; (h) the removal of unauthorized locks or fixtures installed by Tenant; (i) Landlord's cost to access the Property if made inaccessible by Tenant; (j) missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date); (k) packing, removing, and storing abandoned property; (l) removing abandoned or illegally parked vehicles; (m) costs of reletting (as further outlined in Paragraph 17(b)), if Tenant is in default; (n) attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant; (o) mailing costs associated with sending notices to Tenant for any violations of this Lease; (p) any other unpaid charges or fees or other items for which Tenant is responsible under this Lease; (q) cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord; (r) damages to the Property caused by smoking, vaping, including but not limited to stains, burns, odors, and removal of debris; and (s) costs to rekey certain security devices. If deductions exceed the Security Deposit, Tenant will pay Landlord the remaining amount within 10 days after Landlord makes written demand.

- 7. **UTILITIES.** \_\_\_\_\_ **(to be completed as to which utilities are included in rent based on the particular unit)** Tenant must keep the temperature in the Property at a sufficient temperature at all times to prevent the freezing of pipes.

**8. USE AND OCCUPANCY.**

- a. Occupants: Tenant may use the Property as a private residence only, and if the Property is provided by Landlord to Tenant as a sublease under a separate lease agreement, Tenant shall comply with all limitations on the use and occupancy of the Property under such separate lease agreement, a copy of which the Tenant acknowledges having received and reviewed prior to Tenant's execution of this Lease.

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- b. Phone Numbers Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) not later than 5 days after a change.
- c. HOA Rules: Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant, and any resulting administrative fees assessed by Landlord's agents or any other entity as provided by law.
- d. Prohibitions: Unless otherwise authorized by this Lease, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums. Tenant may not permit any part of the Property to be used for: (i) any activity which is a nuisance, offensive, noisy, or dangerous; (ii) the repair of any vehicle; (iii) any business of any type, including but not limited to child care; (iv) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant; (v) any illegal or unlawful activity; or (vi) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.
- e. Guests: Tenant may not permit any guest to stay on the Property longer than the amount of time permitted by any owners' association rule or restrictive covenant or **14 days** without Landlord's written permission, whichever is less.
- f. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (for example, pool or tennis courts).

9. **PARKING RULES.** Tenant is permitted to park automobiles, passenger trucks not exceeding 10,000 GVW, and motorcycles, on the property. Trailers, boats, recreational vehicles, jet skis are not permitted. **HOA parking guidelines must be adhered to by the Tenant.** Tenant may not park or permit any person to park any vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owners' association. Tenant may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense: (a) any inoperative vehicle on or adjacent to the Property; (b) any vehicle parked in violation of this paragraph or any additional parking rules made part of this Lease; or (c) any vehicle parked in violation of any law, local ordinance, or owners' association rule. Tenant must promptly inform Landlord of any changes in Tenant's vehicle information (type, year, make, model, and license plate number including state) not later than 5 days after a change.

10. **PETS.** Unless the parties agree otherwise in writing, **Tenant is not allowed to have any pets on the Property, even temporarily** (including but not limited to any mammal, reptile, bird, fish, rodent, or insect). (A certified service animal or emotional support animal is not considered a pet, but Tenant must provide legal documentation for such animals reflecting that the animal has been certified and trained as a support animal, must be either a dog or a cat, and the animal must go through Landlord's screening process prior to having any such animal on the Property.) Any pet that is permitted on the Property will require a \$200 non-refundable damage/cleaning deposit that

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is in addition to the \$200 non-refundable portion of the security deposit under Section 6 above. If Tenant violates this Paragraph, Landlord may take all or any of the following action: (i) declare Tenant to be in default of this Lease and exercise Landlord's remedies under Paragraph 18(b); (ii) charge Tenant, as additional rent, an initial amount of \$\_\_\_\_\_ and \$\_\_\_\_\_ per day thereafter per pet for each day Tenant violates the pet restrictions; (iii) remove or cause to be removed any unauthorized pet and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized pet; and (iv) charge to Tenant the Landlord's cost to remove any unauthorized pet, exterminate the Property for fleas and other insects, clean and deodorize the Property's carpets and drapes, and repair any damage to the Property caused by the unauthorized pet. When taking any action under this Paragraph, Landlord will not be liable for any harm, injury, death, or sickness to any pet.

## 11. ACCESS BY LANDLORD

- a. Advertising: Landlord may prominently display a "For Sale", "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period. Landlord or Landlord's contractor may take interior or exterior photographs or images of the Property and use the photographs or images in any advertisements to lease or sell the Property.
- b. Access: Landlord or anyone authorized by Landlord may enter the Property at reasonable times to make repairs or to show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Landlord will attempt to contact Tenant prior to entering the home. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (i) survey or review the Property's condition and take photographs to document the condition; (ii) make emergency repairs; (iii) exercise a contractual or statutory lien; (iv) leave written notices; or (v) seize nonexempt property if Tenant is in default of this Lease.

Trip Charges: If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any area of the Property), Landlord may charge Tenant a trip charge of \$75.00.

- c. Key box: Tenant authorizes Landlord or its agent to place a key box on the Property, containing a key to the Property, during the last 60 days of this Lease or if Landlord lists the Property for sale with a Licensed broker during the Term of this Lease. If Landlord or Landlord's agents are denied or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 11(c).

12. **MOVE-IN CONDITION.** Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to Landlord within two (2) days after the Start Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed to be free of damages, unless otherwise expressed in this Lease. The Inventory and Condition Form is not a request for repairs and is used for documentation purposes only Tenant must direct all requests for repairs in compliance with Paragraph 16(a).

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**13. MOVE-OUT.** Upon termination of this Lease, Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property. The term “normal wear and tear” means deterioration that occurs from normal use, and without negligence, carelessness, accident, or abuse. The term “surrender” means when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs: (i) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or (ii) Tenant returns keys and access devices that Landlord provided to Tenant under this Lease. Any personal property left on the Property shall be considered abandoned and shall become the personal property of Landlord. As allowed by law, Landlord may: (i) dispose of such personal property in the trash or a landfill; (ii) give such personal property to a charitable organization; or (iii) store and sell such personal property. Tenant must reimburse Landlord for its reasonable costs related to packing, removing, disposing, storing, and/or selling the personal property.

**14. HOLDOVER.** If Tenant fails to vacate the Property at the time this Lease ends Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.

**15. PROPERTY MAINTENANCE.**

a. Tenant's General Responsibilities: During the Lease Term, Tenant, at Tenant's expense, agrees to: (i) keep the Property clean and sanitary; (ii) promptly dispose of all garbage in appropriate receptacles; (iii) supply and change heating and air conditioning filters every 30 days; (iv) supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the Commencement Date); (v) maintain appropriate levels of necessary chemicals or matter in any water softener; (vi) take action to promptly eliminate any dangerous condition on the Property; (vii) take all necessary precautions to prevent broken water pipes due to freezing or other causes; (viii) replace any lost or misplaced keys; (ix) pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law; (x) remove any standing water; (xi) know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage; (xii) water the foundation of the Property at reasonable and appropriate times; and (xiii) promptly notify Landlord or its agent, in writing, of all needed repairs, in accordance with Paragraph 16(a).

b. Yard Maintenance if applicable: Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times, in a manner that ensures the yard (including grass, shrubs, trees, flowers, plants, etc.) are sufficiently watered and maintain a proper appearance. Other than watering, the yard will be maintained as follows:

- (i) Landlord, at Landlord's expense, will maintain the yard. Tenant will permit Landlord and Landlord's contractors reasonable access to the yard and will remove any pet from the yard at appropriate times;

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- (ii) Tenant, at Tenant's expense, will maintain the yard; or will contract for yard maintenance services
- HOA is responsible for yard maintenance

“Maintaining the yard” means to perform activities to keep the yard in good appearance, including but not limited to: mowing the lawn weekly during the growing season, fertilizing the lawn, trimming trees and bushes, weeding flower beds, controlling pests and weeds, and removing debris.

c. Pool/Spa Maintenance: N/A

d. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, additional carbon monoxide detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this Lease, or in writing by Landlord, Tenant may not: (i) (1) remove any part of the Property or any of Landlord's personal property from the Property; (ii) remove, change, add, or rekey any lock; (iii) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling; (iv) permit any furniture containing water (e.g. waterbeds) on the Property; (v) install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems; (vi) alter, replace or remove flooring material, paint, or wallpaper; (vii) install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 2; (viii) keep or permit any hazardous material on the Property such as flammable or explosive materials; (ix) keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased; (x) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property; (xi) cause or allow any lien to be filed against any portion of the Property; (xii) disconnect or intentionally damage any carbon monoxide detector, or otherwise violate any local ordinance requiring a carbon monoxide detector in the Property; or (xiii) keep or permit in, on, or about the Property boats, campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles at any time without written permission of Landlord.

e. Failure to Maintain: If Tenant fails to comply with any provision of this Paragraph 15 or any Pool/Spa Maintenance Addendum, Landlord may, in addition to exercising Landlord's remedies under Paragraph 18(b), perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs plus any administrative fees assessed by Landlord's agents or any other entity as provided by law.

f. Smoking: Smoking and vaping (hereafter referred to collectively as “smoke” and “smoking”) by Tenant, Tenant's guests, family, or occupants is  not permitted on the Property (including, but not limited to, the garage or outdoor areas of the Property). **HOA RULES WILL APPLY.** If smoking is not permitted and does occur on the Property, Tenant will be in default and Landlord may exercise Landlord's remedies under Paragraph 18(b) and/or Landlord may deduct from the Security Deposit damages to the Property caused by smoking, including but not limited to stains, residue, burns, odors, and removal of debris.

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## 16. REPAIRS; RE-KEYING; REPLACEMENT.

- a. Repair Requests: All requests for repairs must be in writing and delivered to the person or entity designated in Paragraph 3 as the acting property manager, at the physical address or email address listed therein. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair, unless otherwise required by law. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager, as designated in paragraph 3. Failure to strictly follow the procedures in this Paragraph 16 may cause Tenant to be in default of the Lease.
- b. Failure to Make Repairs Involving Physical Health or Safety: If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this Lease or applicable local property code ("Property Code"), Tenant may be entitled to exercise remedies under the Property Code.
- c. Completion of Repairs: Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion. Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.
- d. Payment of Repair Costs: Except as otherwise specified in this Lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described in Paragraph 16(a). This includes, but is not limited to, repairs to the following items not caused by Tenant or Tenant's negligence: (i) heating and air conditioning systems; (ii) water heaters; or (iii) water penetration from structural defects. Landlord will NOT pay to repair the following items unless caused by Landlord's negligence: (i) conditions caused by Tenant, Occupant, or any guest or invitee of Tenant; (ii) damage to doors, windows, and screens; (iii) damage from windows or doors left open; (iv) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property; (v) items that are cosmetic in nature with no impact on the functionality or use of the item.
- e. No-Show Charges: If a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will be responsible for paying any related fees charged by the repair person.
- f. Advance Payments and Reimbursements: Landlord may require advance payment of repairs or payments under this Paragraph 16 for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph 16 for which Tenant is responsible.
- g. Security Devices And Exterior Door Locks: All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant may be paid by Tenant in advance in accordance with the Property Code and may be installed only by contractors authorized by Landlord. If Tenant vacates the Property in breach of

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this Lease, Landlord may deduct from the Security Deposit reasonable costs incurred by Landlord to rekey security devices as authorized by Property Code.

- h. Smoke Alarms: Property Code requires the Property to be equipped with smoke alarms in certain locations. Requests for additional installation, inspection, or repair of smoke alarms must be in writing. Disconnecting or intentionally damaging a smoke alarm or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Property Code.

## 17. ADDITIONAL FEES AND COSTS.

- a. Rekey: If tenant creates the need to have the home re-keyed during the tenancy, tenant agrees to pay a Re-key Fee.
- b. After Hours Visit: Tenant will be charged \$100 an hour for after-hours assistance provided by Landlord or its agents, due to Tenant's acts or omissions. "After-hours" means any time other than Monday through Friday, 8 am to 5 pm.
- c. Verification of Rent: Tenant will be charged cost, plus \$50 for each information disclosure requested by Tenant (i.e. payment history needed for loan, etc.).
- d. Eviction Processing: Tenant shall be charged each time Landlord has to serve a "Pay or Quit" notice. If Tenant fails to pay the monies required under the Lease within the Pay or Quit timeframe and Manager submits an eviction request to legal counsel, Tenant shall pay an eviction process fee of \$100 per eviction attempt ("Eviction Attempt"). Tenant will also be charged all related fees and expenses, according to actual costs incurred by Manager, or any third-parties retained by Manager, resulting from the eviction process. Manager reserves the right to submit unpaid balances to a collection agency, and Tenant agrees that Tenant will be responsible for any fees charged by such collection agency.
- e. Final Walk-Through Coordination: Tenant will NOT be charged for the Landlord to facilitate the final move-out walk-through and coordinate any needed vendor visit to the Property in accordance with move-out forms and documentation.
- f. Tenant Portal Access: Tenant will have access to property manager's tenant portal to make payments and requests.

## 18. DEFAULT:

- a. Landlord. If Landlord breaches this Lease and fails to cure such breach within 15 days after receipt of written demand from Tenant, Tenant may seek relief allowed for under this Agreement or by law.
- b. Tenant. If Tenant fails to timely pay all amounts due under this Lease or otherwise breaches this Lease, Tenant will be in default, resulting in, as allowed by law, (i) Landlord having the right to terminate this Agreement; (ii) Tenant's right to occupy the Property by providing Tenant with a written notice to vacate; (iii) without notice or demand, Landlord accelerating all unpaid rents which are payable during the remainder of this Lease or any renewal period; and/or; (iv) Tenant

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being liable for any lost rent, Landlord's cost of reletting the Property (including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary), all costs associated with notices or eviction (including but not limited to attorney's fees and costs), all costs associated with collection of amounts due under this Lease (including but not limited to collection fees, late charges, and returned check charges); and (v) any other recovery for which Landlord may be entitled under this Agreement or by law. Notwithstanding, Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to re-let the Property to acceptable tenants and reducing Tenant's liability accordingly.

**19. WAIVER OF LIABILITY.** Unless caused by Landlord's gross negligence, Landlord and its agents (including any property manager) shall not be responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by weather (e.g. fire, flood, water leaks, ice, snow, hail, winds), explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), acts or omissions of Tenant(s), occupants or guests, or other occurrences or casualty losses. Unless prohibited by law, Tenant will promptly reimburse Landlord for any damages, injuries, or losses to person or property caused by Tenant, Tenant's guests, any occupants, or any pets or assistance animals, including cost of repairs or service to the Property.

**20. SUBORDINATION.** This Lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (i) any lien or encumbrance now or later placed on the Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any owners' association affecting the Property.

**21. CASUALTY LOSS OR CONDEMNATION.** Property Code governs the rights and obligations of the parties regarding a casualty loss to the Property. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be Landlord's sole property. For the purpose of this Lease, any condemnation of all or a part of the Property is a casualty loss.

**22. SPECIAL PROVISIONS.** \_\_\_\_\_

**23. ADDENDA:** Incorporated into this Lease MAY BE the following addenda, exhibits and other information. If Landlord's Rules and Regulations are made a part of this Lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

- |  |   |
|--|---|
| <input type="checkbox"/> Addendum Regarding Lead-Based Paint | <input type="checkbox"/> Bed Bug Addendum               |
| <input type="checkbox"/> Pet Agreement                       | <input type="checkbox"/> Protecting Your Home from Mold |
| <input type="checkbox"/> Residential Lease Guaranty          | <input type="checkbox"/> Pool/Spa Maintenance Addendum  |
| <input type="checkbox"/> Residential Lease Application       | <input type="checkbox"/> _____                          |

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**24. TENANT REPRESENTATIONS.** Each Tenant represents and warrants that the representations made in this Lease and any rental application are true and accurate. Any misrepresentation shall constitute default by Tenant.

**25. MISCELLANEOUS.**

- a. Entire Agreement: There are no oral agreements between Landlord and Tenant. This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- b. Binding Effect: This Lease is binding upon and inures to the benefit of the parties to this Lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- c. Joint and Several: All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this Lease, its extension, its renewal, or its termination is binding on all Tenants executing this Lease.
- d. Waiver: Landlord's past delay, waiver, or non-enforcement of any right will not be deemed to be a waiver of any other breach by Tenant or any other right in this Lease.
- e. Severability: If a court finds any clause in this agreement invalid or unenforceable, the remainder of this agreement will not be affected, and all other provisions of this agreement will remain valid and enforceable.
- f. Governing Law: The laws of the State where the Property is located governs the interpretation, validity, performance, and enforcement of this Lease.
- g. Attorney's Fees: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this Lease is entitled to recover prejudgment interest, attorney's fees, and other costs of the legal proceeding from the non-prevailing party.
- h. Notices: Any notice required or permitted under the terms of this Lease or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or sent by overnight air courier, in each case properly posted and fully prepaid the appropriate address listed or referenced herein, or (c) sent via email at the email address listed or referenced herein. Either party may change its address or email address for notices by notice to the other party given in accordance with this Section. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, one day after delivery to an overnight air courier service, or on the date the email is verified as being received through a "read receipt." Notices to Landlord shall be sent to the person or entity listed in Paragraph 3, at the address or email listed in Paragraph 3. Notices for all Tenant(s) shall be sent to the person listed below at the address listed below. Tenant(s) agree that such notice is sufficient and shall be considered received by all Tenants listed under this Lease, when sent to the person listed below.

Initials: Landlord or Agent \_\_\_\_\_ Initials: Tenant\_\_\_\_\_, Tenant \_\_\_\_\_, Tenant\_\_\_\_\_, Tenant\_\_\_\_\_

**Tenant:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

- i. Authority: Each party to this Lease represents that he or she is of legal age and has full authority to enter into a Lease.

**26. FURTHER INFORMATION.**

- a. It is Tenant's responsibility to determine, before signing this Lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.
- b. The property manager under this Lease have no knowledge of whether Landlord/ Owner of the property is delinquent in the payment of any lien against the Property.
- c. Unpaid rent and any unpaid amount under this Lease is reportable to credit reporting agencies.
- d. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this Lease and Tenant is not in breach of this Lease.
- e. Landlord's insurance does not cover Tenant from loss of personal property. Landlord highly recommends that Tenant obtain liability insurance and insurance for casualties such as fire, flood, water damage, and theft.
- f. The parties acknowledge that they have entered into this Lease for consideration, and that this Lease is binding upon the execution date listed below in the signature lines. **READ THIS LEASE CAREFULLY. If Tenant does not understand any provision of this Lease, consult an attorney BEFORE signing.**

This form has not been approved by the Colorado Real Estate Commission, and was prepared by Schelwat Law, LLC.

**LANDLORD**

By \_\_\_\_\_

Date: \_\_\_\_\_

Town Manager, Town of Frisco

Initials: Landlord or Agent \_\_\_\_\_ Initials: Tenant\_\_\_\_\_, Tenant \_\_\_\_\_, Tenant\_\_\_\_\_, Tenant\_\_\_\_\_

**TENANT(S):**

Signature: \_\_\_\_\_

Date : \_\_\_\_\_

Signature: \_\_\_\_\_

Date : \_\_\_\_\_

Initials: Landlord or Agent \_\_\_\_\_ Initials: Tenant\_\_\_\_\_, Tenant \_\_\_\_\_, Tenant\_\_\_\_\_, Tenant\_\_\_\_\_