

RENTAL AGREEMENT - THE MEADOWS IN BUENA VISTA, LLC

For consideration of the mutual covenants contained herein, The Meadows in Buena Vista, LLC, below referred to as "Landlord" agrees to rent to: _____, hereinafter referred to as "Tenant".

The Tenant hereby agrees to rent the premises located at: 502 S San Juan Ave Unit # _____, Buena Vista, CO

To be occupied from month to month at a rental rate of \$_____ per month payable in advance. Commencing on _____ 202____, for living quarters only for () adults () children. The first month's rent is due in advance.

The second month's rent will be due on _____, 202____, in the amount of \$_____. From thereon rent will be due on the first day of the month in the amount of \$_____.

The last month's rent shall be due in advance with _____ payment(s) of \$_____, payable with rent payments. To be paid in full by _____.

Provisions on reverse side hereof are hereby agreed to and made a part of this contract. It is understood and agreed by both parties that the only terms and conditions of this rental contract shall be as follows:

1. LATE CHARGE: Tenant has two days grace to pay the rent. **On the third day an additional \$15.00 will be due plus \$10.00 for every day thereafter.** Should collection through the courts be necessary, the two days grace will not be granted. Should tenant mail rent, the date on the envelope will be the date paid. **DO NOT MAIL OR LEAVE CASH** in drop box. Checks returned for nonpayment and partial payments will likewise be subject to late charges above, in addition to bank charges. **Upon leaving the premises, any unpaid balances due landlord will be charged the maximum allowed under Colorado Law which is currently 24% APR. If a collection agency is used, a collection fee of up to 50% of the debt will be added to the amount due.**

2. ADDITIONAL TENANTS: Extra Tenants over fifteen days without written permission will pay Landlord a total of double monthly rent, to be prorated. NO additional Tenant's without Landlord's permission.

3. SUBLET: Tenant agrees that he will not sublet the premises or assign the agreement without the written consent of the Landlord.

4. NOTICE/VACATE/TERMINATION: Said tenancy may be terminated by Landlord or Tenant by giving 30 days written notice. It is further understood that premises must be vacated on or before 12 o'clock noon on final day of occupancy or extra day will be charged. Landlord may change terms of this agreement at any time by giving 30 days written notice to Tenant.

5. DEPOSIT: Security and/or cleaning deposit of \$_____ to be held until premises are returned to landlord in acceptable condition, with notice requirements satisfied as above. All tasks described in "Cleaning Check Out" document must be completed to get deposit back. Tenant agrees that landlord shall order professional carpet cleaning to be paid at tenant's expense when tenant moves out of unit.

6. SHOWING: Landlord reserves the right for himself or his agent to enter said premises at reasonable times to inspect, clean or repair the same, or to show the same to a prospective tenant, or purchaser, or to post "for rent" or other notices, or for any lawful purpose. Landlord will give Tenant proper notice to enter except in case of emergency. Tenant agrees not to change any lock or add lock to said premises without written consent of the Landlord.

7. DEFAULT: Any failure by the Tenant to pay rent or other charges within two days from the date due shall terminate this tenancy, if the Landlord so elects. The Tenant hereby expressly waives notice to vacate as well as all demands for possession of said premises. On such termination of tenancy, the Landlord may enter said premises under due process of law, take and retain possession of the same and exclude Tenant therefrom, and remove any and all personal effects of the Tenant. Personal property shall be retained until all charges of any kind, including rent, storage, or damages shall be paid in full. Upon any default, Tenant will be responsible for all collection charges and any or all legal fees. The maximum collection charge allowed by law as described above will be charged.

8. PETS: No pets allowed.

9. CONDITION: Tenant agrees to maintain the premises, and all glass, paint, fixtures, furnishings and appliances in a clean and slightly condition and in as good repair as the same now are, reasonable wear and tear excepted. Tenant shall pay landlord for professional carpet cleaning at end of lease out of damage deposit. In order to receive all or part of damage deposit at end of lease, all utility bills, rent and past due fees must be paid. The unit shall be cleaned according to attached "Cleaning Check-Out" form requirements. Articles of furniture or appliances shall not be removed from the rented premises without written permission of the Landlord. Screens, doors and windows shall not be removed except for cleaning and then shall be put back in place. Landlord shall be allowed to enter for inspection with the Tenant present once per month.

10. MAINTENANCE: Tenant hereby acknowledges receipt in good condition of furniture and appliances listed hereunder, and agree to pay for all breakage, loss and damage thereof. Tenant shall not drive nails or tacks into plaster or wallboard, except that small plaster nail hook, not to exceed one per wall, which may be used for the hanging of small pictures or mirrors. Tenant agrees to pay for all damages to the property that occurs other than through reasonable wear

and tear. The Tenant agrees to always keep the inside and outside of the property clean and presentable. Tenant is responsible for removing personal junk from the property that will not fit in the dumpster or that the trash service will not take. Examples include old furniture, tires, used motor oil, batteries, scrap metal, etc. If items are not removed within 1 week of notification by Landlord, tenant will be charged a \$75.00 removal fee plus dump fees.

11. UTILITIES: Tenant agrees to pay all closing bills, including electric light, and telephone charges. All utilities must be paid when due.

12. FREEZING: It is expressly understood that during this tenancy, the Tenant has the sole responsibility to maintain sufficient heat in the premises to protect the plumbing and appliances from freezing. The electricity and gas shall be left on, and the heat set at a maintenance temperature to eliminate freezing, for two days after vacating so that the property can be winterized. The cost to repair any damage resulting from freezing within said two days following vacating shall be the responsibility of the Tenant.

13. REPAIRS: The Landlord will pay repairs required from normal wear and tear. The Tenant agrees to pay for all repairs to the premises caused by any negligence, included damage done by non notification to the Landlord (such as water leaks, etc.). The Tenant shall pay for any service call requested by the Tenant where the serviceman finds nothing wrong, such as a tripped breaker or lighting a pilot where corrective maintenance is not needed. Landlord is not responsible for fuses or glass. Should you have vandalism, make a police report and give Landlord the case # and repairs will be made. Natural disaster type of damage should be called to the Landlord's attention as soon as possible after the damage.

14. COURT ACTION: The Tenant hereby agrees that in the event any court action is instituted by the Landlord to recover any rent due and unpaid hereunder, or for the breach of any of the terms, conditions, or covenants contained in this agreement, or for damages to the rented premises, or to recover possession of the rented premises, or to dispossess the Tenant, whether such action progresses to judgment or not, the Tenant shall pay all costs in connection therewith including a reasonable fee for the attorney of the Landlord.

15. STIPULATED RIGHTS: Failure by the Landlord to exercise any of the stipulated rights arising under this contract will not be considered a waiver of any rights or conditions thereof. In the event Tenant shall abandon, or attempt to abandon, such premises or remove his property therefrom, the rental for the next succeeding month of this tenancy, at the option of the Landlord, shall be immediately due and payable.

16. HOLD HARMLESS/INSURANCE: It is agreed that Landlord shall not be liable or responsible in any way for injury to or death of any person, including Tenants or guests. For loss or damage to any article belonging to Tenant, or articles on said premises, or other premises under control of Landlord; that Landlord is not liable for non-delivery of messages, and shall not be liable. This agreement shall not be terminated for any interruption or interference with services or accommodation due Tenant caused by strike, riot, orders or acts of public authorities, acts of other Tenants, accident or the making of necessary repairs to the building or equipment of which said premises are a part, or any other cause beyond the Landlord's control.

The Tenant shall hold the Landlord harmless from all claims from loss or damage to personal property located on the premises resulting from any cause whatsoever. The Tenant understands that there is no insurance protection provided for the personal property of the Tenant and that the Tenant is hereby encouraged to secure insurance for any personal property or contents that may be owned or stored by the Tenant on the rented property, at the Tenants expense.

17. REGULATIONS: Tenant agrees not to violate any City or County Ordinance or State Law in or about said premises; not to commit or permit any waste on or nuisance in or about said premises, or in any way annoy, molest or interfere with other occupants of said premises or neighbors; not to use in a wasteful, unreasonable or hazardous manner any of the utilities furnished by Landlord, and to comply with the house rules of Landlord set out in this agreement, receipt of a copy of which Tenant hereby acknowledges. Nothing contained in this agreement shall be construed as waiving any of Landlord's rights under laws of the State of Colorado. If any of this agreement is void or unenforceable, the agreement shall nevertheless remain in force and effect and the balance of its provisions shall be effective.

18. INVENTORY: _____

ATTENTION: Tenant has checked all the above list of furnishings, appliances, and condition of premises and find them in satisfactory condition. Tenant is responsible for damage not noted on Condition of Premises Form. Tenant and Landlord agree to all the above rules, regulations and demands as stated. In witness whereof, both parties have set their hands the day and year below written.

Landlord Date

Tenant Date

Tenant Date