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## RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT IS WITH \_\_\_\_\_ AND \_\_\_\_\_ ("OWNER") AND NOT WITH INTEGRITY REALTY & MANAGEMENT, INC. This is a legally binding agreement. Read it carefully.

THIS RESIDENTIAL LEASE AGREEMENT ("AGREEMENT"), dated 11/15/2013, between \_\_\_\_\_ hereinafter called OWNER, by and through OWNER's Agent, Integrity Realty & Management, Inc. hereinafter called AGENT, and \_\_\_\_\_ hereinafter called RESIDENT.

1. **DESCRIPTION AND TERMS:** OWNER hereby leases to RESIDENT and RESIDENT hereby lease from OWNER, the property known as: \_\_\_\_\_ ST, CASTLE ROCK, DOUGLAS CO, 80109, Street City County Zip ("PROPERTY"), subject to the terms and provisions hereof, for the term beginning on 8/1/2014 and ending on 6/30/2015.

2. **RENT:** RESIDENT agrees to pay, without notice, demand or deduction to OWNER gross rental amount for the full term aforesaid, in equal consecutive monthly payments of \$ 3195.

3. **MOVE-IN FUNDS:** In additional consideration of this AGREEMENT, RESIDENT hereby agrees to pay the following sums of money to OWNER as funds required for move-in:

Pro-rated Rent for _____ to _____	\$ _____
Full month rent for _____ / _____ (Month/Year)	\$ _____
Security Deposit	\$ 3195
Non-refundable Pet Fee	\$ _____
Other _____	\$ _____
<b>Total Move-in Funds Due</b>	<b>\$ 3,195.00</b>

Move-in Funds are to be paid on or before the beginning date of this AGREEMENT and **ARE TO BE PAID BY electronically by ACH through the Tenant Portal on AGENT's website only. Checks, money orders, and cash will not be accepted unless authorized by OWNER or AGENT in advance.** RESIDENT will not be entitled to move in or to keys to the PROPERTY until all Move-in Funds are paid. If OWNER and RESIDENT agree to a payment plan for move-in funds, the terms will be listed in paragraph 36 of this AGREEMENT. If move in occurs on or after the 20<sup>th</sup> of the month, RESIDENT will pay pro-rated rent and full rent for the next month at move-in.

Thereafter, full rents will be paid in advance on or before the first day of each subsequent calendar month for the duration of the tenancy.

This is a renewal and any Security Deposit paid on previous lease agreement hereby transfers to this lease.

4. **METHOD OF PAYMENT:** All payments including Move-in Funds are to be made to Integrity Realty & Management, Inc. which is assignable by notice. **RESIDENT agrees to make payments electronically by ACH through the Tenant Portal on AGENT's website at no additional charge, or, for a service fee of \$5.00, may mail checks, money orders, or cashiers checks to AGENT at AGENT's mailing address. AT NO TIME IS CASH ACCEPTED FOR PAYMENTS DUE UNDER THE TERMS OF THIS AGREEMENT.** The unavailability of a computer or internet service by RESIDENT

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Resident Initials JR SR

will not excuse late payments nor will postal delays excuse late payments. If one payment is returned due to non-availability of funds, OWNER reserves the right to demand all future payments be in the form of cashiers checks or money orders.

**5. USE:** RESIDENT agrees that the premises are to be used and occupied by RESIDENT and members of RESIDENT's immediate family only, as a private dwelling and for no other purposes. Guests may not reside in the PROPERTY longer than seven (7) days without OWNER's express consent. OWNER must approve new roommates or occupants in writing prior to occupancy and they must submit to resident screening prior to move-in. RESIDENT agrees to keep the premises in a clean and sanitary condition and free of pests.

**6. POSSESSION:** In the event the PROPERTY is not available for RESIDENT as agreed in this lease due to failure of the current resident(s) vacating the PROPERTY or make-ready maintenance needed, the lease will commence on the date the PROPERTY is available for RESIDENT, and this delay in tenancy will not be deemed a breach of the lease by OWNER. In this event, the commencement and termination dates of this lease will be adjusted accordingly. OWNER will not be liable for any damage caused thereby and the RESIDENT will not be liable for any rent during the period possession is delayed.

**7. LATE FEES and NOTICE FEES:** Rent is due on the first (1st) day of the month. RESIDENT understands and agrees that if the total rent is not received by the third (3rd) day of each month, there will be a **late charge equal to 10%** of the monthly rental amount in addition to the full rent due. Partial payments may be refused as deemed appropriate by OWNER. Nothing contained herein will obligate OWNER to accept the rent after the third (3rd) day of the month, nor does OWNER waive any of OWNER's legal rights which may be available for default of RESIDENT by inclusion of this provision in this AGREEMENT. In the event it becomes necessary for OWNER to terminate this AGREEMENT for failure of RESIDENT to abide by the terms herein, it is understood by all parties that RESIDENT will be responsible for the balance of the lease period, less any monies collected through the re-letting of the PROPERTY to others. RESIDENT further agrees to pay the sum of **\$40.00** posting fee for each **Demand for Compliance or Right to Possession Notice** required due to RESIDENT's failure to pay rent or otherwise comply with the terms of this AGREEMENT, or posting of information required by statute required and served on RESIDENT.

**8. RETURNED PAYMENTS/NSF FEES:** IT IS A FELONY IN THE STATE OF COLORADO TO BOUNCE A CHECK OVER \$400 AND PUNISHABLE BY 1-5 YEARS IN PRISON AND \$1,000 - \$15,000 IN FINES. If a payment is returned by RESIDENT's bank for any reason, RESIDENT understands and agrees that there will be a **\$40.00 Non-Sufficient Funds (NSF) fee** in addition to the full rent and late fee due. RESIDENT must replace the returned payment immediately with good funds to avoid eviction and criminal proceeding.

**9. UTILITIES:** RESIDENT will make arrangements for and pay for all utilities including, but not limited to, electricity, gas/propane, water, sewage, phone, cable TV/satellite (if installed), trash removal and related deposits unless otherwise specified herein TRASH SERVICE PROVIDED BY HOA. If Water/Sewer service is to be the responsibility of RESIDENT, such service will remain in the name of OWNER with RESIDENT listed as the responsible payer. Monthly bills will be delivered to both RESIDENT and OWNER or AGENT, and RESIDENT agrees to pay the bills in a timely manner. Should OWNER or AGENT be notified by the water/sewer company that a bill is past due, OWNER has the right to pay the bill and charge RESIDENT for the amount of the water bill paid on their behalf plus an additional \$40 service charge. RESIDENT will immediately reimburse OWNER for the water/sewer bill and pay the service charge otherwise it will be deemed a violation of this AGREEMENT. RESIDENT will not allow electricity and/or gas/propane to be disconnected by any means (including nonpayment of bill). Changes or installation of utility lines, meters, submetering or load management systems, and similar electrical equipment serving the premises will be the exclusive right of OWNER, provided such work is done in a reasonable manner and does not increase RESIDENT's utility cost. Utilities will be used only for normal household purposes and not waste. Except for as provided in this paragraph, **RESIDENT agrees that the utilities will remain in RESIDENT's name and will be RESIDENT's responsibility until three (3) days after date that RESIDENT gives as the move-out date on the Notice to Vacate, or until the end of RESIDENT's lease term, whichever is later. Additional three (3) day period will allow time for AGENT to complete move-out inspection. If RESIDENT fails to leave utilities on for said three (3) day period, OWNER may have utility services turned on for inspection and make a claim against RESIDENT's security deposit for any charges resulting thereof.**

**10. SECURITY DEPOSIT:** Security Deposit will be held as security against the breach by RESIDENT of any of RESIDENT's covenants and agreements contained herein including, but not limited to, damage to the building of which the premises is a part, common areas and building owned by OWNER and surrounding or adjacent to the building of which the premises is a part, furniture, fixtures, appliances, carpet, and breach of any covenant as agreed to in attached

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