

2 Page Sample

1. Lease Agreement

1.1 NON-REAL ESTATE COMMISSION FORM DISCLOSURE

This form has not been approved by the Colorado Real Estate Commission. It was revised by Integrity Realty & Management, Inc.'s legal counsel Tschetter Hamrick Sulzer, PC.

1.2 PARTIES

THIS RENTAL AGREEMENT (hereinafter "Lease" or "Agreement") dated 01/22/2019 between Company as Owner or Landlord ("Landlord"), and John Test (collectively hereinafter "Resident"). Resident along with the following persons, , shall be authorized occupants.

1.3 RELIANCE ON AND RELEASE OF RENTAL INFORMATION

Resident acknowledges that Landlord is entering into this Lease in reliance on the information contained in Resident's Rental Application and any and all other information provided to Landlord by Resident. If at any time it is determined that such information is false or materially misleading, then Landlord shall have the option to terminate this Lease upon three (3) days notice to quit. Resident shall promptly notify Landlord in writing of any subsequent change in the information provided by Resident on Resident's Rental Application. This will include, but not be limited to, home or mobile phone numbers, email addresses, employer contact information, pets, the addition or deletion of any occupants. Landlord may provide information on Resident or Resident's rental history to or for law enforcement, governmental, or business purposes, and report unpaid amounts to credit agencies.

1.4 TERM AND DESCRIPTION

Landlord hereby leases to Resident, and Resident hereby leases from Landlord, the Premises known as

8 Inverness Dr E Ste 245
Englewood, CO 80112

County of Douglas, State of Colorado, ("the Premises" or "Property"). The term of this agreement begins on 01/01/2019 (the "Lease Start Date"), and ends on 01/31/2019 (the "Expiration Date"). Except for any month-to-month periods, any renewals or extensions of the Lease or term for an additional specified term or renewal must be in writing and signed by both Resident and Landlord.

1.5 RENT

In addition to any other sums due under this Lease, Resident agrees to pay Landlord monthly rent of \$2,150.00 (which includes Pet Rent if applicable as referenced on Pet Addendum if such an addendum is attached to this Lease) commencing on the Lease Start Date. Resident shall pay monthly rent on or before the first day of each month without demand or notice. If the Lease Start Date occurs after the first day of the calendar month, a prorated rent for the remaining days in said calendar month shall be paid in the amount of with full rent payments being due on the first day of each subsequent calendar month. If move in occurs on or after the 21st of the month, Resident agrees to pay pro-rated rent and full rent for the next month at move-in. All payments are to be made to Integrity Realty & Management, Inc. (Agent) which is assignable by written notice by Landlord. Resident agrees to make payments electronically by ACH/e-Check through the Tenant Portal on Agent's website at no additional charge, or, for a service fee of \$5.00 per item, may mail checks, money orders, or cashier's checks to Agent at Agent's mailing address. AT NO TIME IS CASH ACCEPTED FOR PAYMENTS DUE UNDER THE TERMS OF THIS LEASE. Resident further understands that Agent does not accept payments in person and that payments must be mailed if not paid through the Tenant Portal. The unavailability of a computer or internet service by Resident will not excuse late payments nor will postal delays excuse late payments. Upon written notice and regardless of Resident's default, Landlord may require Resident to pay Landlord all sums in certified funds, or in one monthly check or payment rather than in multiple checks or payments. Landlord shall apply on Resident's account all monies received from Resident in Landlord's sole and absolute discretion, regardless of any notations on payments made by Resident or when Resident's obligation to pay such monies arose. Unless affected by statute, Resident's promise and covenant to pay rent is independent, absolute, without right to setoff, offset, or deduct by Resident, for any reason whatsoever, including but not limited, to any alleged breach by Landlord or Landlord's Agents. Regardless of whether specifically stated in any applicable paragraph of this Agreement, any and all rent, amounts, charges, sums, damages, or money owed by Resident under this Lease shall be considered rent, and Landlord shall have all remedies for non-payment of any amount including eviction.

1.6 SECURITY DEPOSIT

1. Resident agrees to deposit with the Landlord \$2,150.00 (which includes Pet Deposit if applicable as referenced on Pet Addendum if such an addendum is attached to this Lease) as a Security Deposit. If this is a lease renewal, any previous security deposits paid being held by Landlord for the Premises will credit towards the deposit required on this Lease. Regardless of when given or for what purpose, any security deposit paid by Resident is collectively hereinafter referred to as "Deposit." Regardless of the purpose of any Deposit, Landlord may apply any Deposit to any sum owed by Resident. Resident shall not apply or use any portion of the Deposit as an offset or reduction to the payment of rent or other sums due under this Lease at any time for any reason whatsoever. Landlord shall have the right to apply such portion(s) of the Deposit reasonably necessary to remedy any default(s) by Resident in the payment of rent or any other sum, or to repair any damage to the Premises or to Landlord's property caused by Resident. Regardless of whether specifically stated in any applicable provision of this Lease, Resident shall always be liable to Landlord for any damage, including negligent or intentional acts caused by Resident, any occupant, child, family member, guest, invitee, pet, animal, or licensee of Resident, or any other person on the Premises due to Resident. If Resident is liable for any damages, Resident shall pay Landlord such damages upon demand. Resident's legal liability to Landlord shall not be limited under any circumstance to the amount of the Security Deposit. Resident contracts to pay reasonable cleaning charges if Resident fails to clean in accordance with Landlord's written Move-out Policy, and Landlord may withhold or deduct reasonable charges for cleaning from the Security Deposit. RESIDENT AGREES TO HAVE CARPETS PROFESSIONALLY CLEANED UPON VACATING AS NOTED IN LANDLORD'S WRITTEN MOVE-OUT POLICY WITH A RECEIPT SUBMITTED TO LANDLORD WITHIN 24 HOURS OF MOVE-OUT. IF NO RECEIPT IS RECEIVED, NOR PROOF OF CARPET CLEANING SUBMITTED, OR CARPET CLEANING IS COMPLETED BUT NOT SATISFACTORILY IN THE SOLE DISCRETION OF LANDLORD, THE COST OF APPROPRIATE CARPET CLEANING SHALL BE DEDUCTED FROM THE SECURITY DEPOSIT. Resident agrees to pay any trash removal or Dumpster charges if Resident fails to remove personal property or trash upon vacating. If Resident fails to leave the Premises infestation free or otherwise causes any infestation, Resident contracts to pay reasonable extermination charges to restore the Premises to infestation free status. Landlord agrees within sixty (60) days after termination of this Lease, or surrender and acceptance of the Premises, whichever occurs last, to mail to Resident at Resident's last known address a written statement listing the full and specific reasons for all charges against the Security Deposit together with a refund of the balance, if any, of the Security Deposit to Resident. Prior to vacating, Resident shall provide in writing to Landlord and the U.S. Postal Service each Resident's individual forwarding or last known address. If more than one person signed this lease, Landlord may issue one check for the Security Deposit refund payable jointly to all Residents, and mail such check to any last known address of any Resident. Landlord may change the location of the Security Deposit with written notice to Resident as allowable by Colorado Statutes.

1.7 MOVE-IN/MOVE-OUT

Resident accepts the Premises and furniture and appliances "as is", and as being in good and sanitary condition and repair, and agrees at the termination of this Lease to peaceably surrender same to Landlord in a clean and satisfactory condition. Resident acknowledges that Resident has inspected the Premises including, but not limited to, the windows, doors, plumbing facilities, hot and cold water supply, heating facilities, electrical, lighting, building grounds/appurtenances, receptacles for trash, and that the Premises are in an acceptable condition, and in good, clean, and acceptable repair except as specifically noted in writing as agreed to by the parties on the Move-In/Move-Out Inspection. **Resident specifically acknowledges that no condition exists in the Premises that make the Premises materially dangerous or hazardous to Resident's life, health or safety.** Resident agrees to pay a one-time non-refundable Lease Administration Fee of \$200 upon move-in. Resident acknowledges that Landlord has provided Resident with applicable, if any, Homeowners Association ("HOA") policies, declarations, or bylaws. Resident's failure to review any applicable HOA policies, bylaws, declarations or covenants shall not relieve Resident from complying with the same. Immediately upon occupying, Resident will inspect the Premises and report any defects or problems on the Move-In/Move-Out Checklist. The Move-In/Move-Out Checklist must be signed and returned to Landlord within 72 hours of Lease Start Date upon which time it will be incorporated into and made a part of this Lease regardless of whether it is attached. Resident's failure to report any defects or problems with the Premises on the Move-In/Move-Out Checklist within 72 hours of move-in is and shall be a binding admission by Resident that the items described in the Move-In/Move-Out Checklist are acceptable and in good condition. Subject to the information on the Move-In/Move-Out Checklist, unless otherwise prohibited by law, Resident accepts the Premises in "as-is" condition, without representation or warranty of any kind, whether express or implied, unless prohibited by law. Landlord specifically disclaims any warranty or covenant of quiet enjoyment. Upon moving out, Resident must thoroughly clean the Premises, including but not limited to: doors, windows, closets, bedrooms, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms, and otherwise fully comply with Landlord's written move-out and cleaning policies, if any, which are incorporated by reference. Upon move-out, Resident shall deliver to Landlord all keys, access cards, devices, and/or remotes (collectively "Keys") to the Premises, issued by Landlord to Resident, to avoid disputes regarding the date Resident vacated and surrendered the premises. Resident shall not have vacated and surrendered possession of the Premises to Landlord until and unless Resident has either turned in all Keys to the Premises and Landlord has acknowledged receipt of Resident's Keys, or Resident has abandoned the Premises in Landlord's reasonable judgment. If Resident fails to turn in Keys, Resident agrees that Landlord will determine in Landlord's reasonable judgment the date Resident vacated and surrendered the premises for purposes of determining damages in accordance with this Lease and the law. Unless reported on Resident's Move In/Move Out Checklist, the Property and Premises are deemed free of pests and control of any pests (except wood eating or wood destroying insects) after Resident occupies the Premises is responsibility of Resident at Resident's expense. Resident agrees to keep electric, gas, and water services on at Resident's cost for three (3) days following Lease End Date or vacating the Premises, whichever occurs last, to allow for Landlord to complete the final move-out inspection. If Resident fails to leave utilities on for said three (3) day period, Landlord may have these utility services turned on for the move-out inspection and make a claim against the Security Deposit for any charges resulting thereof.

1.8 UTILITIES

Landlord agrees to pay for the following utilities: Trash . As additional rent, Resident agrees to pay any and all other utilities, including related deposits and transfer charges that Landlord has not specifically agreed to pay. Resident shall transfer into Resident's name or account, effective on the Lease Start Date, all utilities serving the Premises that are to be paid for by Resident. For any utility bill or account