

# Broadmoor Bluffs Realty

4729 Opus Drive • Colorado Springs, CO 80906  
(719) 579-9211



## 1. Relationships & Financial Terms

### 1.1 LANDLORD AND TENANT

THIS RENTAL CONTRACT is made and entered into on <<Lease Creation Date>>, by and between

<<Owner Name(s)>>

hereinafter called the LANDLORD, and

<<Tenants (Financially Responsible)>>

hereinafter called the TENANT.

<<Company Name>> is the PROPERTY MANAGER

#### WITNESSETH:

In consideration of the covenants and agreements hereinafter contained, to be kept and performed by the respective parties hereto, the LANDLORD does hereby lease to and the TENANT does hereby take and hire from the LANDLORD the following described Real Property situated in the County of El Paso and State of Colorado, together with the personal property located therein as herein described, to-wit:

<<Property Address>>

Upon the following expressed terms and conditions, to-wit:

### 1.2 CONTRACT TERMS

This rental contract shall commence on <<Lease Start Date>>, expiring on <<Lease End Date>>.

A. Any renewal or extension of this contract must be in writing and signed by all parties hereto, their successors or assigns.

B. This rental contract may not be assigned without the written permission of the LANDLORD to such assignment and no portion of the leased premises may be sublet during the term of this rental contract without the written consent of the LANDLORD to such subletting. Adding or subtracting cotenants must be done via a contract amendment.

C. This rental contract shall bind and benefit alike the heirs, successors, and assigns of the perspective parties hereto.

D. TENANT agrees to give written notice of intention to vacate to PROPERTY MANAGER at least forty-five (45) days prior to the expiration of the term of this agreement. ALL RENTAL CONTRACT PERIODS SHALL END ON THE LAST DAY OF THE MONTH. RENT AND UTILITIES WILL BE PAID UP TO AND INCLUDING THE LAST DAY OF THE MONTH. NO PRORATING.

E. In the event the TENANT vacates the leased premises for any reason, other than pursuant to the provisions set forth in the Military Clause under Section G, prior to the expiration date specified in paragraph 1 above, said TENANT continues to be bound by all the terms and provisions of this Rental Contract. In addition, TENANT shall be responsible for a "rental contract breaking fee" equal to ½ one month rent to cover costs and expenses of re-leasing the property and TENANT will continue to be responsible for all utilities and rent until the property is re-rented and occupied or the expiration of the rental contract, whichever comes first. Rental contract breaking fee is due from TENANT when notice is given.

F. The TENANT promises and agrees that if default be made in the payment of rents or in the performance of any other conditions under this rental contract, that this rental contract may be forthwith terminated at the election of the LANDLORD and the TENANT will immediately surrender and deliver up possession of the leased premises to the LANDLORD upon receiving written notice from the LANDLORD stating the breach or conditions of this rental contract and the election of the LANDLORD to so terminate the rental contract.

LANDLORD may also elect to terminate the TENANT'S possession of the premises without terminating the obligations of TENANT under the lease. No such taking of possession of said premises by LANDLORD shall be construed as an election on LANDLORD'S part to terminate this lease, unless a written notice of such intention be given to TENANT. Landlord may at any time after taking possession without terminating the lease, elect to terminate this lease for such previous breach. In the event it becomes necessary for the LANDLORD to employ an attorney to enforce any of the provisions hereof or to enforce the collection of any rents due under the term of this rental contract, the prevailing party in any litigation shall be entitled to recover from the other all court costs incurred in maintaining such action, together with a reasonable attorney's fee.

G. MILITARY CLAUSE: Should official military orders force the TENANT to relocate to a military installation outside of Colorado Springs, CO prior to the expiration of this rental contract, thirty (30) days written notice and receipt of copy of bona fide military orders

shall be accepted as proper notice of termination, and the rental contract terminated without penalty and with no obligation to pay rent for the remaining months of the term of the rental contract subsequent to TENANT vacating premises. However, IAW Servicemembers Civil Relief Act (SCRA), rent will be paid through 30 days after the next rent payment. PCS, deployment of 90 days or greater, separation, and retirement move dates will be honored up to 30 days prior to Report Not Later Than Date (RNLTD). Dishonorable discharges will not be accepted to terminate a lease under this military clause.

H. TENANT OBLIGATIONS UPON VACATING PREMISES: Upon termination of agreement TENANT shall: (1) give PROPERTY MANAGER all copies of all keys (including mailbox) and garage door openers; (2) vacate premises and surrender it to PROPERTY MANAGER empty of all persons; (3) vacate any and all parking and/or storage space; (4) clean premises per Broadmoor Bluffs Realty cleaning checklist dated January 1, 2018; (5) mow, trim, and clean up yard debris and dog droppings (6) have carpets professionally steam cleaned with a truck mounted system, (7) repair any damages to the premise, and (8) give written notice to PROPERTY MANAGER of TENANT'S forwarding address and phone number. If TENANT fails to deliver the property back to the LANDLORD in a totally re-leasable condition as required under the terms of this rental contract, TENANT will be charged treble rent until such time as LANDLORD is able to repair and/or clean and bring the property into a re-leasable condition.

I. If TENANT fails to move out before 5pm MST on the last date under the terms of this lease, TENANT shall be considered a holdover TENANT and will be charged treble rents for any holdover period plus damages such as loss of rent from prospective tenants plus fees or charges incurred to have TENANT removed from property.

J. If Tenant vacates the property during this lease or at the end of this lease and leaves personal property or other belongings in the premises, Tenant agrees and consents that Landlord may consider all of said property abandoned by Tenant and Tenant hereby authorizes Landlord to collect and dispose of said property any time after Landlord becomes aware of the abandonment. Tenant shall be responsible for all of Landlord's costs and expenses in collecting and disposing of said property and Tenant agrees that Landlord shall not be responsible for nor have any duty to sell or protect such property and that Landlord may, if they so elect, dispose of any such property as trash/garbage. Landlord shall have no duty to sell or attempt to sell any of such property.

K. Tenant agrees that Landlord and Property Manager, shall not be liable for any personal injury or bodily injury sustained by Tenant or Tenant's guests, for any bodily injury, any illness, or any environmental injury or illness which occurs on or is related to the property. This release of liability shall apply to all bodily and personal injuries or illnesses, regardless of cause, except for those caused by the GROSS NEGLIGENCE of Landlord and/or Property Manager. Tenant agrees, that in a proceeding before the court, to establish gross negligence by Landlord and/or Property Manager, resulting in bodily or personal injury or illness, that **clear and convincing evidence** of such gross negligence shall be required and Landlord and/or Property Manager, shall not be liable unless gross negligence is proven by **clear and convincing evidence rather than a preponderance of the evidence** as is normally required. TENANT IS ADVISED THAT BY SIGNING THIS LEASE, THEY ARE GIVING UP CERTAIN LEGAL RIGHTS. TENANT IS ADVISED THAT THEY HAVE A RIGHT TO OBTAIN LEGAL COUNSEL BEFORE SIGNING THIS LEASE.

L. Tenant acknowledges that Landlord has made no representations as to the environmental condition of the property, which includes but is not limited to such things as radon gas, hazardous materials, asbestos, lead base paint, mold, fungi, algae or any other type of growth or environmental hazards. In the event any such environmental hazards shall be found or identified on the property, Landlord shall not be liable for any injury or damage sustained by Tenant due to or arising from such environmental hazard and Tenant specifically waives and releases Landlord from such liability, to include, but not be limited to any moving or relocation expenses incurred by Tenant. Tenant assumes and accepts the duty and liability of determining how much or how little Tenant needs or wishes to know or learn regarding such hazards and Tenant, by signing this lease, expressly accepts the condition of the property with respect to such items and agrees to hold Landlord, and its agents and servants harmless for any claim for damage or injury caused by such conditions. The burden of proof set out in the paragraph immediately above shall apply to this paragraph as well.

M. Misstatements or misrepresentations on the Rental Application, whether inadvertent or intentional shall be considered a breach of this lease, regardless of their materiality or seriousness, and shall give Landlord the right to terminate this lease. Any and all applications are hereby incorporated into this lease by reference and shall be considered a part of this lease.

N. 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. If this rental property was built prior to 1978, TENANT acknowledges that they have been provided and signed a Lead-Based Paint Disclosure Form prior to signing the lease. TENANT also acknowledges they have received a copy of the pamphlet, "Protect Your Family from Lead in Your home."

O. No clause or provision of this lease shall be construed against either party as the drafter of the same. In the event any clause or portion of this lease is found to be invalid or not enforceable, the remainder of the lease shall remain fully valid and enforceable.

P. Tenant grants Landlord the authority to transfer the security deposit to the owner or any subsequent owner or any subsequent manager of the property at any time, with or without notice to the tenant, and to assign this lease to a new owner or property manager with or without notice to the tenant.

### 1.3 RENT

The TENANT hereby agrees to pay the LANDLORD as rent for the demised premises a monthly rent of <<Monthly Rent>> on the first day of each and every month throughout the term of this Rental contract, for a total of <<Total Rent for Lease Term>>, which includes any prorated rent for the first month. Should tenancy commence on a day other than the first (1st) of the month, the first month's rent shall be prorated or adjusted between the parties hereto so that all additional rental payments shall become due on the first (1st) day of each month. Rent payments are due on the first day of each month without deduction or offset for any reason, including assertions of LANDLORD's failure to comply with lease terms. The monthly rental payments will be made electronically to Broadmoor Bluffs Realty's account on the first business day of each month. RENTS WILL NOT BE PRORATED ON THE LAST MONTH OF TENANCY. TENANT WILL PAY THE FULL MONTH'S RENT FOR THE LAST MONTH. Any amounts due from the Tenant shall bear interest at the rate of 18% per annum.

A. TENANT must sign up for recurring electronic (Autopay) rent payment. Rent will be deducted from TENANT's account on the first business day of each month. Rents not received by the PROPERTY MANAGER by 5pm MST on the third (3rd) calendar day will be assessed late fees. TENANT agrees to pay a late charge of one hundred dollars (\$100.00), plus an additional five dollars (\$5.00) per day for each day beginning the fourth (4th) calendar day (this includes a non-sufficient funds notice which causes the rent to be late). In emergencies, TENANT may pay by credit card (TENANT will incur credit card fees) or take cash to a local 7-Eleven or CVS with a form from the PROPERTY MANAGER (TENANT will incur fee for this service also).

B. Monies received from tenants will first be applied to any previously unpaid rent or fees owed, prior to being applied to current rent.

C. A non-sufficient fund fee of fifty dollars (\$50.00) shall be assessed to the TENANT for each returned check, bank draft, non-sufficient funds notice, or money order.

D. A 3-day notice to pay rent and all fees will be delivered on the 4th of the month. TENANT will be charged a fee for delivery. If TENANT has not paid within the 3-day time period, Broadmoor Bluffs Realty will begin the eviction process.

E. TENANT should expect a rent rate increase to market value when renewing this rental contract.

F. LANDLORD cannot guarantee that the property will be available to TENANT on the lease start date. If the existing tenant fails to vacate as agreed or damage to the property, beyond LANDLORD'S control occurs, LANDLORD will take all appropriate steps to try to make the property available as quickly as possible. TENANT, under these circumstances, has the right to terminate the lease by giving notice to LANDLORD, but LANDLORD will not be liable for TENANT'S moving, living, storage or any other expenses incurred because the property is not available. Rent, as set out above, will be adjusted on a daily prorated basis for the time the property is not available.

G. TENANT may NEVER withhold rent, use rent as a set off to make repairs, or at any time fail to pay anything other than the full rental amount due, regardless of any breach or alleged breach of this lease by LANDLORD, except upon compliance with C.R.S. 38-12-501 et seq.

H. It shall be a violation of this lease for TENANT to interfere with the LANDLORD or LANDLORD'S staff or to use rude, foul-mouthed, threatening, abusive and or insulting language when dealing with the LANDLORD or LANDLORD'S staff. TENANT will be provided one warning that such behavior is not acceptable and will not be tolerated. If the behavior persists, TENANT will be served with a 3 day demand and shall be subject to eviction, and thereafter, all communications will be in writing and TENANT will not be allowed to enter LANDLORD'S offices, or TENANT will be considered a trespasser.

I. TENANT shall be responsible for and shall repair all glass breakage caused by tenant or tenant's guest.

J. TENANT acknowledges that he has received the property in a clean and orderly condition and **under no circumstance shall dirt or cleaning be deemed normal wear and tear**. TENANT shall be responsible for and shall leave the property in a clean and orderly condition.

### 1.4 SECURITY DEPOSIT

The TENANT hereby acknowledges that he has received the above described premises, and the personal property located therein, including <<Appliances Included>>, in good order and repair, and will, at the expiration of the term of this Rental contract, surrender and deliver up possession of said premises in as good order and repair as the same are at this date, ordinary wear and tear excepted. The TENANT further agrees to maintain the premises in a clean and sanitary condition, and in order to guarantee to the LANDLORD the surrender of said premises in good order and repair, the TENANT hereby deposits with the Property Manager the sum of <<Security Deposit Charges>> as a security deposit to be returned to the TENANT within 60 days of the expiration of the term of this rental contract if the possession of said premises be delivered to the LANDLORD in such condition. The LANDLORD or Property Manager, using the move-in condition report, shall determine whether said premises are in good order and repair at the expiration of the term of this rental contract.

A. All or any portion of the security deposit may be used, as reasonably necessary, to (1) cure TENANT'S default in payment of rent, late charges, non-sufficient funds fees, or other sums due; (2) repair damage, excluding ordinary wear and tear, caused by TENANT or guest; (3) clean premises, if necessary upon termination of tenancy; and (4) replace or return personal property. TENANT SHALL NOT USE SECURITY DEPOSIT AS LAST MONTH'S RENT.

B. If for any reason LANDLORD retains any portion of any security deposit at the termination or expiration of this rental contract, PROPERTY MANAGER shall notify TENANT of the reasons for such retention in writing within 60 days after termination or expiration of the rental contract as required by law.

C. No interest will be paid to TENANT on the held security deposit. If any interest accrues, it is sent directly from the banking institution to Colorado Association of Realtors Housing Opportunity Foundation.

D. Failure of TENANT to pay security deposit on day of lease signing will make this contract voidable by LANDLORD or PROPERTY MANAGER. If TENANT pays the security deposit but does not sign the lease or move into the premises, only 50% of the security deposit will be returned to the TENANT. The remaining 50% shall be deemed a cost of holding the property off the rental market.

E. TENANT will be required to pay for all breakage, and for all damage done to the furnishings or building, even when said damage requires repairs in excess of the security deposit.

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

## 2. Policies and Procedures

### 2.1 USE OF PREMISES

It is expressly understood and agreed that the TENANT'S occupancy of said premises shall consist of <<Tenants (Financially Responsible)>> <<Other Occupant(s)>>, and the TENANT may not increase the number of occupants in said premises, except for casual visitors, without the written consent of the LANDLORD. Any change to the number of occupants must be reported to Broadmoor Bluffs Realty, and once approved by the LANDLORD, must be amended to this rental contract. The Tenant shall not use or allow the Premises to be used for any disorderly or unlawful purposes, or in any manner offensive to others, and the TENANT shall comply with all applicable laws, ordinances and rules and regulations.

If **unapproved roommates** are found by the PROPERTY MANGER, this is immediate grounds for eviction. If the LANDLORD approves the "unapproved roommate," the TENANT must pay a non-refundable fine of \$500 per unapproved roommate, as well as additional rent of \$25 per roommate per month for the term of this rental contract. A new lease will be executed at this time. Any "swapping" or adding of roommates will incur a \$75 fee, in addition to the application fee for the new roommate(s).

### 2.2 HOME OWNERS ASSOCIATIONS RULES AND REGULATIONS

If this property is located within a home owners association, LANDLORD agrees to give a copy of the rules and regulations to the TENANT. TENANT agrees to abide by all rules and regulations. If LANDLORD or PROPERTY MANAGER receives a violation letter because TENANT broke a rule, TENANT will automatically be billed a \$25 administrative fee plus the cost of any fine or other charge imposed by the Association.

### 2.3 PETS AND PET FEE

The TENANT may not keep pets on said premises without the written permission of the LANDLORD. If LANDLORD allows pets, the tenant will pay \$500 per pet (\$250 is nonrefundable pet fee, and \$250 is added to the security deposit and is refundable if there isn't any damage) prior to move-in. Any monthly pet fee charged by an HOA will be paid by the tenant and included with the monthly rent. This non-refundable fee is for the privilege of keeping a pet on the premises, and the additional wear and tear on the property. A pet addendum will be attached to this contract for approved pets.

If **unapproved pets** are found by the PROPERTY MANGER, this is immediate grounds for eviction. If the LANDLORD approves the "unapproved pet," the TENANT must increase the security deposit to three times the rent amount and pay a non-refundable pet fee of \$250 per pet as well as pet rent of \$25 per pet per month for the term of this rental contract. A pet addendum will be attached to this contract for the previously unapproved pet.

**NO DANGEROUS BREEDS** allowed in property per insurance guidelines.

### 2.4 REPAIRS, ALTERATIONS, & ADDITIONS

No repairs, alterations or additions to said premises shall be made by the TENANT without having first received the written permission of the LANDLORD to the making of such repairs, alterations, or additions, to include: painting, wallpapering, adding or changing locks, installing security system, installing a satellite dish, installing a flat panel TV wall bracket, using screws, fastening devices, large nails, or adhesive materials; changing landscaping, or performing electrical work/wiring. TENANT shall not cause any holes to be made in the premises by hanging or affixing large items on interior or exterior walls without the consent of the LANDLORD (this does not include normal picture hangers/nails).

A. If approved by the LANDLORD, all repairs, alterations, or additions to the premises made during the term of this rental contract by the TENANT shall be made at the sole expense of the TENANT and all such repairs, alterations, or additions shall, at the expiration of the

term of this rental contract, be and become the property of the LANDLORD and he shall be under no obligation to reimburse the TENANT for any sums of money so expended in making such repairs, alterations, or additions to the interior of said premises.

B. All major repairs and maintenance of the heating, plumbing and wiring system on said premises shall be paid for by the LANDLORD, provided the necessity for such repairs and maintenance is not due to the negligence or carelessness of the TENANT (at sole discretion of the Broadmoor Bluffs Realty Property Manager), in which event such expenses shall be borne by the TENANT. One example of negligence is disposing of anything into the toilets other than toilet paper, resulting in clogging the system.

C. Any repairs or maintenance to the home and property necessitated by the negligence, carelessness, or improper acts or abuse of the TENANT or TENANT'S guests, shall be the sole responsibility of the TENANT and shall be immediately repaired by the TENANT after having first obtained the consent of the LANDLORD. TENANT shall be totally responsible for the deductible portion of LANDLORD'S Property Insurance, which is used to pay for repairs or maintenance which is caused by TENANTS' or TENANTS' guest negligence or willful acts. This clause shall not be construed to release tenant's liability to the Insurance Company who adjusts or pays any such claim. TENANT acknowledges they are responsible for the property while it is in their care, custody and control while occupied or leased to them.

D. Landlord SHALL NOT BE LIABLE FOR LOSS OF FOOD DUE TO MALFUNCTION OR BREAKDOWN OF REFRIGERATORS OR FREEZERS OR UNDER ANY OTHER CIRCUMSTANCES.

E. Landlord shall have the authority to terminate this lease if Code Violations are issued on the property that would require the residence to be vacant, in the event the property is not habitable as defined by Colorado Law and/or in the event repairs or violations cannot be corrected in the time frame allotted by the authority issuing the violations. Landlord may terminate the lease by giving tenant a 3 day demand for possession.

## 2.5 LANDLORD/PROPERTY MANAGER ENTRY AND INSPECTION

The LANDLORD or PROPERTY MANAGER may inspect and enter upon the leased premises at all reasonable times during the term of this rental contract for the purposes of inspecting said property, provided, however, that the LANDLORD or PROPERTY MANAGER shall give reasonable notice (24 hours) to the TENANT of his desire to inspect said premises under the terms of this paragraph. This includes entry for appraisals and repairs also. Said 24 hour notice will not be required when the purpose of the inspection is to verify compliance after service of a 3-day notice (Demand for Compliance or Possession). In such event the LANDLORD may enter upon the leased premises without any advance notice to the TENANT. The LANDLORD or PROPERTY MANAGER shall have the right to show the premises to prospective tenants or purchasers at reasonable times and upon providing reasonable prior notice (minimum 24 hours) to the TENANT of the intended time(s) of the showing during the last 45 days of the term of this rental contract, and to place a "For Rent" or "For Sale" sign in an appropriate location on said premises during said 45 day period. Failure to allow the property to be shown during this period will result in a \$50 fee for each entry occurrence denied. **PROPERTY MANAGER will do a drive by inspection quarterly and a walk-through inspection twice per year (fall and spring)** subsequent to giving the TENANT 24-hour notice of the date and time of the walk-through inspection.

## 2.6 DAMAGE BY FIRE, THEFT, AND VANDALISM

In the event of damage to the Premises by fire, flood, or other casualty, LANDLORD shall repair the same with reasonable dispatch after written notice of such damage by TENANT. If the Premises or any part of is damaged by fire, flood, or other casualty to such extent that the enjoyment of the Premises is substantially impaired, TENANT may immediately vacate the Premises and notify LANDLORD in writing within fourteen (14) days of the intention to terminate this rental contract without penalty. If, however, the damage to the Premises by fire, flood, or otherwise, was caused by the deliberate or negligent act of the TENANT, or any person on the premises under the authority of the TENANT, no option to terminate by TENANT shall exist and TENANT shall be liable for the rental fees due until the rental contract is terminated.

A. LANDLORD is not responsible for fire, theft, or damage to the TENANT'S personal effects, etc., in any portion of the building or grounds.

B. TENANT is responsible for purchasing a renter's insurance policy to cover personal possessions, property damage, and liability. LANDLORD STRONGLY ADVISES TENANT TO OBTAIN SUCH INSURANCE.

## 2.7 MARIJUANA

The parties agree that it shall be a breach of this rental contract for TENANT to grow, cultivate or raise marijuana on or in the property or for TENANT to sell, dispense, or become a dispenser of marijuana, regardless of whether TENANT has or is licensed to do so and regardless of whether TENANT has been granted the right to supply or provide marijuana to persons in need of the same. The growing, cultivation, raising or dispensing of marijuana is a violation of this rental contract and will subject TENANT to eviction and or any other remedy available to LANDLORD pursuant to this rental contract. It shall also be a breach of this rental contract for TENANT to use or smoke marijuana on the property (this includes garages, yards, patios, balconies, etc) even if TENANT has a prescription for its medical use or if tenant is legally registered for such use. TENANT shall be required to use or smoke marijuana off the premises and a violation of this shall subject TENANT to eviction and or any other remedy available to LANDLORD pursuant to this rental contract.

## 2.8 JURY TRIALS / WAIVER

TENANTS and LANDLORD agree that in any dispute concerning this lease or the deposit, whether eviction, for monies due, interpretation of the lease, injuries of any kind, or any other reason, that neither party shall be entitled to a jury trial and that both parties specifically waive the right to a jury trial.

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
Initial Here

## 3. Responsibilities

### 3.1 LANDLORD RESPONSIBILITIES

A. LANDLORD shall furnish mechanical facilities for heat, and electric current for the lighting and operation of household appliances, and water IAW Colorado Habitability clause.

B. LANDLORD shall pay all mortgage, real property taxes, and applicable HOA dues accruing on the above-described property throughout the term of this rental contract and shall further pay for all insurance premiums insuring the improvements (not the TENANTS' personal property) at the above-described address.

C. The failure of the LANDLORD or PROPERTY MANAGER to insist in any one or more instances, upon a strict compliance of any of the obligations, covenants and agreements herein contained or the failure of the LANDLORD or PROPERTY MANAGER in any one or more instances to exercise any option, privilege or right herein contained shall in no way be construed to constitute a waiver or relinquishment or release of such obligation, covenant or agreement, and no forbearance by the LANDLORD or PROPERTY MANAGER of any default hereunder shall in any manner be construed as constituting a waiver of such default by the LANDLORD or PROPERTY MANAGER.

D. The LANDLORD or PROPERTY MANAGER will provide to the TENANT a copy of all local covenants, rules, and regulations applicable to the premises (electronic or hardcopy).

E. The LANDLORD or PROPERTY MANAGER will be responsible for the following items: Major plumbing and leak problems, fire suppression system (if included), dishwasher, refrigerator, range/oven, and water heater, gutter cleaning, mulch replacement, heating/cooling unit (TENANTS are responsible for changing the air filters at least quarterly; if the air filter is dirty at the time of service, TENANTS will be responsible for all repairs). Heat, electricity, and water will be repaired on an emergency basis. A/C repair is not an emergency! If included, washers and dryers are for the TENANT'S convenience only, and will not be repaired/replaced by LANDLORD.

### 3.2 TENANT RESPONSIBILITIES

A. TENANT confirms that they have received a "Rental Move-In Condition Report" at occupancy which shall be completed by TENANT and returned to the LANDLORD no later than two weeks after occupancy. If TENANT fails to complete and return said report within the specified time, the property shall be considered to be in excellent condition.

B. TENANT acknowledges the premises were clean and unstained (or annotated otherwise on the checklist) at the time possession was received, and TENANT will clean the premises and appliances thoroughly in accordance with the Broadmoor Bluffs Realty Cleaning Addendum, prior to the termination of this rental contract.

C. TENANT shall place utilities (electric, gas, sewer, water) in their name effective with start of rental contract (call 5 days in advance to schedule the transfer), except where provided by the LANDLORD. TENANT also pays for cable, phone, security system monitoring, trash pickup. LANDLORD pays Home Owner Association (HOA) dues (unless otherwise agreed to in this rental contract) and property taxes.

D. TENANT agrees to supply a personal phone number, a work phone number, and an email address to LANDLORD and PROPERTY MANAGER, as well as changes to this contact information.

E. TENANT is responsible for any extermination or pest control after thirty (30) days of TENANTS taking possession. TENANT further assumes the obligation of extermination and fumigation for infestation of insects or rodents caused by or occurring during the tenancy.

F. TENANT shall not engage in any business ventures in or on the leased premises (such as child day care, etc.), or park commercial or business vehicles at the residence without the written permission of both the LANDLORD and HOA if applicable.

G. TENANT shall be responsible for the day-to-day maintenance of said premises throughout the term of this rental contract and the TENANT further agrees to keep the trees and lawn and shrubs on said premises properly watered, cut, trimmed, and free from trash. See Landscaping Addendum for additional responsibilities. Yard is to be maintained even during vacation times when TENANT is away from the premises.

H. TENANT shall be responsible for all door and screen damage during the rental contract caused by TENANT. Any damaged doors, door locks, or doorjamb caused by forced entry, absent an act of vandalism for which the TENANT is not responsible (police report must be filed), shall be repaired at the TENANT'S expense. TENANT shall be responsible for all damage to storm doors and fence gates caused by improper use, lack of maintenance, or wind damage.

I. Winterization: The outside water faucets are in proper repair at the time of occupancy and any repairs caused said faucets by freezing due to leaving the hoses attached during winter months and or TENANTS negligence shall be the responsibility of the TENANTS. Also, any damage to a sprinkler system due to freezing because TENANT failed to have the system professionally winterized (blown out) and or TENANTS negligence shall be repaired at the TENANT'S expense. TENANT MUST PROVIDE RECEIPT OF SPRINKLER WINTERIZATION each year. During the winter, house temperature must be set to at least 65 degrees at all times to keep pipes located in exterior walls from freezing. Do not turn off heat during the winter if going on vacation. During the summer, house temperature must be set to greater than 74 to keep the AC unit from freezing over.

J. TENANT must protect countertops from burns, knife cuts, and other damage.

K. TENANT shall place no contact paper in cabinets or scotch tape on walls or woodwork.

L. TENANT shall not put any grease, potato peels, celery, lettuce or coffee grounds, etc. down the sink drains. The garbage disposal is not a blender. All bulky items should be tossed into the trash. Sink traps should be used at all times.

M. TENANT must protect floors at all times from damage by furniture with the use of glides, rests, or mats.

N. Upon vacating the premises, TENANT shall clean premises in accordance with the Broadmoor Bluffs Realty Cleaning Addendum. TENANT WILL HAVE ALL CARPETS PROFESSIONALLY STEAM CLEANED BY A "TRUCK MOUNTED" SYSTEM AND FURNISH RECEIPT AT MOVE-OUT.

O. TENANT agrees to test and maintain all smoke and carbon monoxide detectors located upon the premises, including battery replacement when required.

P. TENANT shall be responsible for immediate removal of any oil or grease stains that appear on the driveway or garage floor during the term of this rental contract.

Q. TENANT shall be responsible for snow, ice, dirt, and debris removal from the driveway, walkways, decks, and patios (do not use ice picks or salt, as this degrades/damages the concrete). TENANT will pay any fines received by local city, county or the HOA for not shoveling their snow. Colorado Springs City ordinance requires removal within 24 hours of snow completion.

R. TENANT shall not keep or have on the rental premises any article or thing of a dangerous, inflammable or explosive character that might unreasonably increase the risk of fire, or that might be considered hazardous by any responsible insurance company.

S. The TENANT will be responsible for tenant negligence to the following items as included in premises: Refrigerator, washer/dryer, screens, screen doors, broken windows, toilet stoppages (caused by negligence of the tenant), sink stoppages (caused by negligence of the tenant), minor leaks (i.e. faucets, water spigots, and shower head gaskets), dryer vent clogs, all window coverings, and any other TENANT caused damages. TENANT is also responsible for replacing all consumable items, such as furnace filters, water filters, light bulbs, batteries, etc. TENANT must change the furnace filters quarterly, and use the correct size furnace filter or pay for whole house duct cleaning at lease termination.

T. TENANT (or any guests) will not smoke or vape in the home or garage. This is a non-smoking home. If smoking cigarettes outside, the TENANT must clean up cigarette butts. Smoking or vaping in the house is grounds for eviction. TENANTS who smoke or vape in the house will be charged for cleaning, HVAC system scrub, ionization, painting, and carpet cleaning/replacement.

U. We frequently get very high winds in Colorado - please ensure storm doors and gates are latched to keep from being torn off during high winds. This would be a TENANT responsibility to repair/replace.

V. TENANT must receive permission from PROPERTY MANAGER prior to changing locks and must immediately provide PROPERTY MANAGER with keys for any changed locks.

By initialing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_  
Initial Here

## 4. Agreements

### 4.1 TENANT(S) UNDERSTANDING OF RENTAL CONTRACT

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This rental contract represents the full agreement between the LANDLORD and TENANT and can be changed only with written approval of the Landlord. If TENANT does not understand this agreement in whole or part, legal counsel is recommended as all terms stated herein will be enforced. This rental contract is a legally binding contract.

Each TENANT acknowledges that they have read and agree with the following:

- A. Rent is due on the 1st day of every month. Rent not received by 5pm on the 3rd day of every month incurs a late charge.
- B. Late fee after 5pm on the 3rd day is \$100 + \$5 per day beginning the 4th day.
- C. Non-Sufficient Funds (NSF) fee is \$50.
- D. 3-Day Notice fee.
- E. Tenant recurring payment of rent (Autopay) through an established Tenant Portal is required. (Procedures will be given to new tenants).
- F. You are obligated to the full term of this lease.
- G. Lease breaking fee is 1/2 of one months rent, due at time of written notice. However, you are still responsible for rent, utilities, and landscaping until the unit is re-rented or until the end of the lease.
- H. You are responsible for the yard whether or not a sprinkler system is operational.
- I. Any amount owed to the Landlord after move-out will be turned over to collections.
- J. There is a military clause in this rental contract.
- K. A 45-day notice is required prior to the end of the lease.
- L. You are responsible for purchasing a renter's insurance policy.
- M. Broadmoor Bluffs Realty can show this rental unit 45 days prior to the end of the lease.
- N. Broadmoor Bluffs Realty has 60 days to return the security deposit.
- O. Failure of TENANT to pay security deposit on day of lease signing will make this contract voidable by Landlord or Property Manager.

### 4.2 AGENCY

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Broadmoor Bluffs Realty is acting as the Landlord's Agent, and has no agency relationship with the TENANT. A Landlord's Agent works solely on behalf of the landlord to promote the interests of the landlord with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the landlord. The landlord's agent must disclose to potential tenants all adverse material facts actually known by the landlord's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the landlord.

The tenant is a customer of Broadmoor Bluffs Realty, a multi-person real estate company.

This lease is not a Colorado Real Estate Commission approved form. This lease was prepared by Kenneth E. Davidson, attorney for Broadmoor Bluffs Realty

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
Initial Here

# 5. Sign and Accept

## 5.1 ACCEPTANCE OF RENTAL CONTRACT

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept contract agreement and addenda.

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed