

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the owners of the Premises, **Boles Management, LLC** (The Landlord), and the following person(s) (Individually or collectively, "The Tenant"), to wit:

NAME OF TENANT	SOC. SEC. #	DATE OF BIRTH

- 1. DESCRIPTION OF PREMISES AND TERM:** Landlord hereby leases to Tenant and Tenant leases from Landlord the Premises identified as Apartment Number \_\_\_\_\_ located at **1931 11<sup>th</sup> Ave** in Greeley, Colorado 80631 in the apartment complex known as **Coedhause Apartments** (the "Apartment"), to have and to hold the same with all appurtances for the term of this Lease for user by no more than \_\_\_\_ occupants (including Tenants and additional Residents), which shall be from noon on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, until noon on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. This lease is for a fixed term, and ends without further notice unless the parties agree in writing to continue it. However, if the tenant's holdover, the landlord may at its election, continue the tenancy on a month-to-month basis until terminated as hereafter provided. The tenants will need to check out of their apartment 3 days prior on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. to the expiration date, unless a renewal is signed.
- 2. RENT:** The Rent for the premises for the full term of this Lease shall be \$\_\_\_\_\_. Tenant covenants and agrees to pay said rent. Prior to the default by Tenant, the rent shall be payable in installments of \$\_\_\_\_\_ per month, in advance, on the 15th day of each month without deduction or offset. If the term commences on other than the 15th day of the month, the first partial payment shall be \$\_\_\_\_\_ for the period of \_\_\_\_\_ to \_\_\_\_\_. Rent shall be payable at the office of the Landlord located in the Apartment. Upon default in the payment of any monthly installment, the entire unpaid amount of rent shall, at the option of the Landlord, become due and payable at once without notice or demand.
- 3. LATE RENT, RETURNED CHECK CHARGES:** Tenant understands and agrees that if the total rent installment due is not received by the third business day after it is due, there will be a \$25 late charge as additional rent together with \$5 per day thereafter until the rest is paid in full, in addition to the full rent installment due. If a check is returned by Tenant's bank for any reason, there will be a \$25 returned check charge as additional rent in addition to the full rent installment, late charges and any other amounts due. The Tenant's promise to pay late charges and bad check charges is a dependent covenant to the Tenant's right to continue to occupy the premises, and may be demanded by the Landlord as unpaid rent.
- 4. SECURITY DEPOSIT:** Upon execution of this Lease or the taking of possession of the premises, Tenant shall deposit with Landlord \$\_\_\_\_\_ as a Security Deposit that may be applied and retained by Landlord to pay for any deterioration or damages beyond normal wear and tear, for non-payment of rent, for any amounts owed for utility services, for abandonment of the premises, or, to the extent permitted by Colorado Laws, any other costs or damages sustained by Landlord by reason of the failure of Tenant to comply with any term, provision, covenant or agreement contained in this Lease or for any other charge due under this lease agreement. It is understood that the Security Deposit is not pre-payment of rent and Landlord shall not be obligated (although it may do so at its option) to apply said deposit to any unpaid rent or portion thereof. Tenant agrees that any interest earned on monies held as the Security Deposit shall be retained by Landlord. Within sixty (60) days after termination of tenancy and vacation of the premises, Landlord shall mail to Tenant at Tenant's last known address, a statement of the basis for retention of any or all of the Security Deposit, together with payment of any refund as provided by Colorado Law.
- 5. PERMITTED USES, RESIDENTS AND GUESTS:**

  - A.** The Tenant shall use the premises only as a private dwelling for himself/herself, and for the individuals who are listed as "Residents", and for no others. A Resident has no right to occupy the property except by the grace and license of the Tenant, and termination of the Tenant's right of occupancy terminates the Resident's license. Additional or different Residents may be allowed only upon written application to the Landlord by the Tenant. A Tenant may have overnight guests. However, if any such guest spends more that 7 nights within any 30-day period, such guest shall be disclosed to the Landlord and written application made to allow that person as an additional Resident. Additional or different Residents are subject to the approval of the Landlord, at its sole discretion, upon such terms and conditions as the Landlord may deem proper.
  - B.** The Tenant has the right to have guests at their judgment and discretion. The Tenant

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acknowledges that he/she/they are legally responsible for guests' conduct. If a guest does an act which violates the term of the Lease, or if the guest damages the person of the Landlord's agents or the Landlord's property, the Tenant is responsible. The Landlord's remedies may include seeking restitution and damages from the Tenant, and if appropriate, termination of the tenancy.

- C. The Tenant agrees that the Landlord may exclude from the Apartment property individuals who are known to be involved in criminal activity, or who have previously committed acts of disorderly or illegal activity on property within the Apartment, and the Tenant agrees not to invite such individuals as their guests on the Apartment property.
6. **UTILITIES:** Landlord shall pay all utilities, except for telephone and cable. Tenant agrees not to permit any unusual or excessive use or waste of water, or utilities.
7. **CONDITION OF PREMISES:** It is agreed that if for any reason the premises shall not be ready for occupancy on the date specified herein for the commencement of the Term of this Lease, this Lease shall nevertheless continue in all respects in full force and effect and the Tenant shall have no right to rescind, cancel or terminate this Lease and the Landlord shall not be liable for damages, if any are sustained by the said Tenant, on account of such failure to obtain possession on the date specified. However, in such event, the rent for the premises shall be abated until notification is sent to the Tenant that the premises are ready for occupancy.

The Tenant, by the execution of this Lease and the inspection form attached hereto as Exhibit B and made a part hereof, admits that the dwelling unit described herein has been inspected by him/her. The Tenant acknowledges hereby that the Landlord will not be required to repaint, replaster, or otherwise perform any other work, labor or service for the Tenant. Tenant admits that the premises are clean and in tenantable conditions, and agrees at the end of the occupancy hereunder to deliver up and surrender the premises to the Landlord in the same state of cleanliness and condition as when received, reasonable wear and tear excepted. It is understood and agreed that cleaning charges will be assessed against the Tenant for cleaning required to restore the apartment to the same state of cleanliness as it was when it was leased to these tenants, based on the rate charge by a professional cleaning company, and further, to pay for the cost of having the carpets professionally cleaned.

8. **USE OF COMMON FACILITIES:** Common facilities shall mean any lobbies, halls, parking areas and laundry room, or similar parts of the premises. Tenant and Tenant's guests and invitees shall be entitled to use Common Facilities only as licensees at will of Landlord and in compliance with all rules and regulations of Landlord with respect to use of Common Facilities now or hereafter promulgated.
9. **TENANT'S COVENANTS AND AGREEMENTS:** Tenant covenants and agrees:
- A. To use the premises solely for residential and related purposes by no more than the number of occupants as stated in paragraph 1 above;
  - B. To surrender possession of, and all keys to, the premises immediately on expiration of the term or upon any earlier termination of this Lease, thoroughly cleaned and neat with all trash, rubbishes and Tenant's belongings removed;
  - C. to keep the premises in good, safe, clean and sanitary condition at all times;
  - D. To use the premises for no illegal or immoral purposes;
  - E. To do all things requested by Landlord to comply with insurance policies of Landlord covering the premises, the building or project or any property therein, and to do nothing which would limit, vitiate or increase the premiums payable for such insurance;
  - F. To not commit, permit or suffer any nuisances or objectionable or disorderly conduct or conduct which disturbs or annoys others;
  - G. To permit no sound, light, vibrations or odors to be emitted from the premises, which others find, objectionable, this includes the playing of musical interments;
  - H. To keep and have no roomers or boarders upon the premises;
  - I. To keep no pets upon the premises, (no visiting pets either);
  - J. To keep no dirt, rubbish, trash or any other thing in plumbing or at any place outside the premises except in receptacles designated for the same by Landlord;
  - K. To change no locks and to place no additional locks upon any of the doors of the premises;
  - L. To not decorate, alter, repair or improve the premises except as approved in writing by Landlord, provided that if Tenant is handicapped, as defined pursuant to 24 C.F.R. 100.201, Tenant may at Tenant's expense, make any reasonable modification to the premises necessary to permit Tenant full enjoyment of the premises and Tenant agrees, to the extent it is reasonable to do so, and at the end of the tenancy, to restore the premises to the condition that existed before the modification, reasonable wear and tear excepted;
  - M. Not place anything on balconies, patios, from steps, in windows (including shades or drapes) or elsewhere which, in Landlord's sole opinion, will adversely affect the exterior appearance of the building;

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- N. To use a minimum of small nails or picture hooks (no large nails, screws, tacks, etc.) to hang pictures and personal effects and accept responsibility for damage caused, if any. No holes are allowed in the ceiling.
- O. To pay Landlord for any injury or damage done to the premises or any part of the building or project by Tenant, members of Tenant's family or Tenant's employees, guests or invitees;
- P. To pay Landlord the expense of replacing broken glass or lost keys or for any and all other repairs or damages beyond normal wear and tear;
- Q. To not sub-let the premises or transfer or assign this Lease without the consent of Landlord;
- R. To permit Landlord and Landlord's agents to enter upon the premises for inspection or repair or to show the premises to persons wishing to rent same;
- S. To not dismantle, remove, or interfere with the proper functioning of the smoke alarms on the premises;
- T. To obey and comply with all laws of the municipality where the premises are located, and all laws to the State of Colorado with respect to public nuisances. Tenant hereby covenants and agrees to refrain from any action, conduct, or failure to act, whether legal, illegal or otherwise, which creates or permits the creation of a public nuisance on the premises. Said conduct includes any criminal activity, sale or possession of controlled substances, violent behavior, assaults or other illegal or inappropriate conduct;
- U. To abstain from the consumption of alcoholic beverages, and not possess alcohol in open containers in common areas, parking lot, laundry room, or hallways.
- V. To abstain from smoking in the unit.
- W. During freezing weather, Tenant shall keep the premises heated to at least 62 degrees. This is especially important during holiday periods, extended absences or other times when the premises are not occupied for a period of time.
- X. Tenants shall pay for vendor service calls not approved by landlord or later determined to be unnecessary.

10. **RULES AND REGULATIONS:** Tenant covenants and agrees to comply with the rule and regulations of Landlord, which are incorporated in this Lease. The tenant agrees that the rules and regulations may be amended by Landlord from time to time, and upon notice to the tenant, such amendments are effective and binding on the tenant. By signing this, tenant acknowledges they have received a copy of the rules and regulations.
11. **HOLD OVER:** If any tenant remains in possession of the premises after expiration of the term, this Lease shall be deemed renewed upon the same terms and conditions, except the term shall be a month-to-month tenancy. Thereafter, either party may terminate this Lease effective on the last day of any monthly term after the expiration of the initial term hereof by giving thirty (30) days' written notice to the other party prior to the end of a monthly term. Tenant is liable for payment of rent until the effective date of said termination.
12. **CONDEMNATION OR DESTRUCTION OF PREMISES:** In case the premises shall be rendered substantially untenantable by reason of damage by fire or other cause or by reason of condemnation, Landlord at Landlord's option, may terminate this Lease without liability to Tenant or may require Tenant to temporarily vacate the premises pending the making of necessary repairs. In the latter event, the rent otherwise payable under this Lease shall be abated for the period that Tenant is required to vacate the premises.
13. **DEFAULT:** In the event of abandonment of the premises by Tenant, Landlord shall have the right, at its option, to retake possession of the premises without further legal process. In the event there is any failure by the Tenant to comply with any term, provision, covenant or agreement of this Lease, Landlord shall have the right to either proceed with an eviction action in accordance with Colorado law, or to pursue any other remedy available at law or in equity for the collection of rent and/or the recovery of possession of the premises. If the Landlord shall elect to terminate the tenancy and take possession, with or without a court order, it shall not constitute an election of remedies, and the Landlord may continue to hold the Tenant liable for the rent reserved herein, and the Landlord's other damages. If the landlord brings an action in unlawful detainer, it may sue for and secure, in addition to a judgment for possession, a money judgment for all rents reserved and unpaid. Thereafter, if the landlord is able to mitigate its damages by rerenting the apartment, the landlord shall give the tenant credit against the money judgment or any other charges owed to the Landlord for such amounts.

Tenant further agrees that in case the premises are left vacant or Tenant is evicted from the premises and any part of the rent is unpaid, then the Landlord may, without in any way being obligated to do so, and without terminating this Lease, retake possession of the premises and rent the same for such rent and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit to the amount of rent herein reserved after deducting the cost of all expenses of such changes and repairs; and said Tenant shall be liable for the balance of the rent herein reserved until the expiration of this Lease.

14. **LANDLORD'S LIEN RIGHTS AND ABANDONED PERSONAL PROPERTY:** In the event that

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any tenant or occupant abandons any property upon the premises after ceasing to occupy the premises, then the Landlord may dispose of any such property in any way he deems fit, and shall have no obligation to account for such property or the proceeds. Such property is conclusively deemed abandoned if it remains on the premises for more than 10 days after the Tenant ceases to physically occupy the premises, or if it is directed to be removed by the sheriff under a Writ of Restitution. The Landlord is not required under any circumstances to store any property for any tenant or occupant, but if it does, the landlord may charge the Tenant a storage fee in the event that the Tenant reclaims any property left on the premises after the Tenant ceases to occupy the premises, and the Landlord shall have a lien upon said property for a reasonable storage fee, and said lien may be foreclosed as provided herein.

The Landlord shall have a lien upon all personal property on the premises at the time of any default hereunder, and the Landlord may sell any property that is so seized, and the proceeds applied to any delinquent amounts. Said sale shall be done in a commercially reasonable manner, and the Tenant waives any benefit of appraisal on such property and right of redemption. The Landlord shall give the Tenant notice of the date after which said property is to be sold at either public or private sale, without the need of any court order. Said notice shall be in writing and either delivered to the Tenant personally, or mailed by regular mail to the tenant's last known address.

15. **RELEASE AND LANDLORD LIABILITY:** The Tenant hereby releases Landlord, its heirs, successors and assigns, from any and all claims, injury or damage to the person or property of Tenant, his/her family, employees, guest or invitees in or about the premises resulting from or caused by theft, fire, negligence, weather conditions, nuisance, , or other facilities or areas, and the Tenant hereby assumes for him/herself, members of his/her family and his/her guests and invitees, any and all risks of damage to property or injury to person upon or about the Premises. Tenant agrees to indemnify and hold the Landlord harmless from and against all losses, liability, claims and damages arising from Tenant's use of the Premises or any act, activity or other thing done or permitted by Tenant on or about the Premises. **The Tenant acknowledges that the Tenant is assuming all risk of loss, and further, that it is strongly recommended by the Landlord that the Tenant purchase renter's insurance to protect the Tenant from such losses.**
16. **SUBLEASING BY TENANT:** The Landlord may at its discretion allow subleasing of the apartment by one or more of the tenants on the lease. However, in this event, the new subtenant accepts the apartment in the condition originally leased, and will be responsible for all obligations under the lease. Any approval of a sublease does not release the original tenant from his/her obligations under this lease, unless expressly agreed to by the Landlord in writing. The subleasing tenant shall forfeit his/her *prorata* share of the security deposit as a fee to the Landlord for allowing the sublease, and the new subleasing tenant shall pay a new security deposit to restore the full amount of deposit required by the Landlord. Any consent by the Landlord to a sublease must be in writing and signed by the subleasing tenant and the Landlord.
17. **PARKING:** Parking spaces are provided for the Premises, however the Landlord does not guarantee parking spaces will always be available to each tenant or occupant. All tenants and occupants must secure a parking permit from the landlord. All vehicles must be in operable order and the Tenant agrees to have correct and current license plates. Any vehicle not meeting these requirements will be towed away at the owner's expense.
18. **JOINT AND SEVERAL LIABILITIES:** It is understood and agreed that each party signing this Lease as Tenant is liable for the full amount of the rent provided herein, as well as the performance of all other obligations in this Lease. The obligations of each such party are joint and several. When this lease refers to "Tenant", it is to each tenant and all tenants. The Landlord does not get involved in the relationships between the individuals who are tenants under this lease, and it is the tenants' responsibility to work out between themselves any disputes that they may have.
19. **VARIATIONS:** The Tenant hereby declares that in entering into this Lease she/he relied solely upon the statements contained in this Lease and fully understands that no agent or representative of the Landlord has authority in any manner to change, add or subtract from the terms of this Lease. It is further agreed that no assent, expressed or implied, to any breach of any one or more covenants or agreements hereof shall be deemed or taken to be a waiver of such covenants or agreements. Verbal commitments will not be honored. Any variance from this Lease must be in writing and approved by the Landlord.
20. **ATTORNEY'S FEES:** It is hereby agreed between the parties that in the event of a dispute between the parties, the prevailing party may recover its attorney's fees and court costs against the other. If the Tenant is in default, the Landlord may charge any attorney's fees incurred by it, whether suit is filed or not, against the Tenant's security deposit.
21. **SEVERABILITY:** The invalidity of any clause, part or provision of this Lease shall not affect the validity of the remaining provisions or parts hereof.

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**22. SUBORDINATION OF LEASE TO ENCUMBRANCES:** The Tenant hereby subordinates this Lease to any mortgage or lien or encumbrance which the Landlord may have placed or may hereafter place upon the premises, and the Tenant hereby agrees to execute on demand any instrument which may be deemed necessary or desirable further to render any such mortgage, deed of trust, or other encumbrance whenever made or recorded superior and prior to this Lease; provided, however that the rights of Tenant under this Lease shall continue throughout the term and any extensions thereof, upon the Tenant properly atoning to any mortgagee or holder of a promissory note secured by a deed of trust who may come into title to the building.

**LANDLORD:**

**BOLES MANAGEMENT, L.L.C.  
D/B/A COEDHAUSE APARTMENTS**

**By:** \_\_\_\_\_  
Heather Boles Owner/Manager  
Jared Boles Owner/Manager

**Tenant** \_\_\_\_\_

Date \_\_\_\_\_

**Tenant** \_\_\_\_\_

Date \_\_\_\_\_

Mailing: 1931 11<sup>th</sup> Ave  
Greeley, Colorado 80631  
E-mail: [propertymanagement.boles@gmail.com](mailto:propertymanagement.boles@gmail.com)  
Website: [www.boles-management.com](http://www.boles-management.com)  
Phone: 970.356.2789  
Fax: 970.356.2789

**Attachments:**

Lead Based Paint Form  
(Tenant has been given a copy of the "Protect Your Family from Lead in Your Home" pamphlet.)

**Addendum:**

Heather Boles is a licensed real estate agent in Colorado and hangs her license with Real Estate Connections Inc. 1223 28<sup>th</sup> Ave Suite 3, Greeley, Co 80634.

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