

RESIDENTIAL LEASE AGREEMENT

THIS LEASE, made this ____ day of _____, _____ is by and between Ronald A. Abeloe (referred to hereinafter as "Landlord") and: _____ (referred to hereinafter as "Tenant") In consideration of the mutual promises, covenants and agreements contained herein, Landlord and Tenant agree as follows:

1. **PREMISES, TERMS AND HOLDING OVER.** Landlord, by these presents, does hereby demise and lease unto Tenant the property commonly known by street and number as: _____, (the "leased premises". The term of this Lease shall be for a period of approximately 12 months, from 12:00 noon on the 1st day of _____, _____ to 12:00 noon on the 1st day of _____, _____; provided, however, that in the event possession is not delivered within 5 days following the date the term of this Lease is to commence, either party may terminate this Lease prior to delivery of possession to Tenant by giving a written notice of such termination to the other party. Tenant shall provide Landlord with thirty days written notice prior to the expiration of this lease of Tenant's intent not to renew the Lease or to remain in the leased premises. Tenant agrees to the expiration of this lease to peacefully surrender and deliver the leased premises to Landlord. In the event Tenant retains possession of the leased premises beyond the expiration of the term of this Lease and continues to pay rent, and if Landlord accepts such rent without any express written agreement as to such holding over, Tenant shall be deemed a month-to-month tenant subject to the terms and conditions set forth in this Lease, as applicable. In the event of such a continuation on a month-to-month basis, this Lease may then be terminated by either party giving (30) days' written notice prior to the end of the rental month, and Landlord may, at Landlord's option, increase the rent for any such holdover period by giving Tenant (30) thirty days' prior to the end of the rental month. Nothing contained herein shall be construed as requiring Landlord to accept any rent tendered by Tenant after the expiration of the term of this Lease, or to permit Tenant to hold over.
2. **SECURITY DEPOSIT.** Concurrently with the execution of this Lease, Tenant has deposited with Landlord the sum of \$ 0 which Landlord shall retain as security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this Lease. The Security Deposit may be placed in an interest bearing account and any interest that accrues shall be the sole property of the Landlord. The Security Deposit, if and to the extent not applied toward the payment of damages or costs, including attorney's fees suffered or incurred by Landlord as a result of Tenant's breach of the terms hereof, or otherwise not applied as permitted herein, shall be surrender and acceptance of the leased premises. Landlord shall not be required to apply Tenant's Security Deposit to any charges or damages for Tenant's failure to perform the terms, covenants and conditions of this Lease, but may do so at Landlord's option. In such event, Tenant shall, upon written demand from Landlord, deposit with Landlord an amount sufficient to restore the Security Deposit to its original amount. Landlord's right to possession of the leased premises for non-payment of rent or for any other reason shall not be affected by reason of the fact that Landlord holds Tenant's Security Deposit. Holding or applying the Security Deposit shall not limit Landlord's right to exercise all remedies under this Lease and/or provide by law, nor shall Landlord's recovery of damages be limited to the amount of the Security Deposit (if Landlord's damages exceed that amount. Landlord reserves the right, in the event there is more than one person as Tenant hereunder, to return the amount of the Security Deposit, less appropriate charges, if any, by dividing the amount equally among all such persons unless otherwise specified by written notice signed by all persons and received by Landlord prior to the termination of this Lease.
3. **RENT.** The total rental for the full term of this Lease shall be _____. Of this amount, \$ _____ shall be due _____. The remainder shall be payable in equal monthly installments of \$ _____ each, due in advance on the **First** day of each calendar month throughout the lease term, commencing

_____. Rental payments shall be mailed or delivered to Landlord at P.O. BOX 1765 Grand Junction, CO 81502 (mailing) or 2850 Grand Falls Drive, Grand Junction, CO 81501 (delivered), or to such other place as Landlord shall designate in writing. If rent is not paid by the **4TH day** of the month, a **LATE CHARGE OF \$75.00** will be charged as additional rent. If rent is not paid by the **5th** day of the month, a 3 day notice will be posted. Cost of posting notice is **\$125.00** and shall be paid by Tenant. In addition to the above mentioned late charge, if rent is not paid by the **15TH** of the month, a late fee of **\$20.00** per day will begin to accrue. It is agreed that such late charges represent a fair and reasonable estimate of the costs and damages that the Landlord may incur as a result of Tenant's failure, which costs and damages are extremely difficult to ascertain. The late charge shall be in addition to and not a substitute for interest in the amount of 1.5% per month which may be assessed pursuant to any judgment obtained in a court of law for non-payment of rent. The late charge shall not be in derogation of any other right that Landlord may assert, and acceptance of said late charge shall not act as a waiver of any other right or remedy available to Landlord. In addition, if any check is returned unpaid by Tenant's bank, whether such check is for rent, the Security Deposit or any other payment, a reprocessing charge of **\$100.00** will be charged as additional rent in addition to any late charges due. In the event more than one of Tenant's checks is returned unpaid by Tenant's bank, Tenant shall make all subsequent monthly payments in cash or certified funds. Any late charge or check reprocessing charge may be collected immediately by Landlord, or, at Landlord's option, may be deducted from Tenant's Security Deposit. Tenant agrees to promptly pay the monthly rental installments and all other sums due under this Lease, without notice, demand, abatement, deduction or setoff, and to abide by all other terms, covenants and conditions of this Lease. In the event there is more than one person as Tenant hereunder, each person shall be jointly and severally liable for payment of the full amount of the rental hereunder.

4. UTILITIES. Tenant agrees to pay for the following utilities or services: **ALL**. Upon the delivery of possession of the leased premises to Tenant, Tenant shall within three (3) business days, arrange for such utilities or services to be provided and to be billed directly to Tenant. If Tenant fails to transfer the utilities or services to Tenant's name within the three business days after the effective date of the lease, the Landlord may transfer the utilities or services to Tenant's name and charge Tenant a \$50.00 service fee. Landlord agrees to furnish, at Landlord's expense: **No Utilities**. Landlord shall not be liable for damages for failure to furnish any utilities or services when the cause of such failure is beyond Landlord's control or outside Landlord's responsibility hereunder, and, notwithstanding the foregoing, in the event Tenant exceeds ordinary usage of any utilities to be furnished at Landlord's expense, Landlord reserves the right to charge Tenant appropriate amounts for such extraordinary usage as additional rent. The charges for all utilities or services for which Tenant is responsible shall be deemed additional rent, whether paid or payable to landlord or directly to the person or entity providing such utility or service. **LANDLORD WILL KEEP THE WATER, SEWER, TRASH () AND () HOA DUES, IN LANDLORDS NAME, HOWEVER TENANT WILL BE RESPONSIBLE FOR PAYING THE FULL COST OF THESE ALONG WITH RENT. A MINIMUM PAYMENT OF \$_____ PER MONTH DUE WILL BE DUE ON THE FIRST WITH THE RENT AND ADJUSTMENTS WILL BE MADE BASED ON THE ACTUAL COSTS.**
5. USE AND OCCUPANCY. Unless otherwise agreed in writing, Tenant shall use the leased premises for model home purposes only. Only the persons signing this Lease and natural, legally adopted children, or children for whom Tenant has legal custody, if any, shall reside in the leased premises, and Tenant shall not permit guests to occupy the leased premises more than 15 days per month without the prior written consent of Landlord. Tenant understands and agrees that the foregoing limitations on the use and occupancy of the leased premises are a material inducement for the granting of this Lease by Landlord to Tenant.
6. RULES AND REGULATIONS. Tenant agrees to abide by all applicable laws and police, fire and sanitary regulations of the City, County, State and Federal authorities and, if the leased premises are in a condominium or planned unit development, all use and occupancy restrictions and regulations under the declaration or covenants

creating or governing the project, and the articles of incorporation, bylaws, rules and regulations and other constituent projects documents, and Tenant acknowledges and agrees that the failure to do so shall constitute a breach of this Lease. Tenant agrees not to make any excessive noise or to create any nuisance such as will disturb the peace and tranquility of neighbors or, other tenants in the building in which the leased premises are located. Tenants shall not have a waterbed on the leased premises without the prior written consent of the Landlord, which may be withheld at Landlord's sole discretion.

7. **LEASE APPLICATION.** If Tenant has executed an application for lease form prior to or concurrently with this Lease, the information, statements and representations given and made by Tenant in such application are hereby incorporated by this reference. The execution of this Lease by Landlord is acknowledged by Tenant to have been induced by the information, statements and representation set forth in such application. If any information, statement or representation contained in such application is or proves to be false or untrue, such event shall be considered a breach of this Lease and shall permit Landlord to terminate Tenant's right to possession of the leased premises pursuant to Section 10 hereof.
8. **ENTRY BY LANDLORD.** Tenant expressly agrees to permit Landlord to enter the leased premises, including storage areas, if any, at any reasonable time, upon reasonable notice, for the purpose of inspection, repair or maintenance of the leased premises or to show the leased premises to any prospective tenant, buyer, lender or insurance agent. Reasonable notice for inspection, maintenance and repairs shall be not less than 24 hour notice. Reasonable notice for showing the leased premises to prospective tenants or buyers shall be not less than 2 hours. Notice by phone message shall be considered sufficient. Notwithstanding the foregoing, entry may be made at any time and without prior notice if Landlord reasonable believes that an emergency exists or that the leased premises have been abandoned.
9. **ASSIGNMENT AND SUBLEASING.** Tenant shall not, and promises and agrees not to, transfer or assign this Lease, or sublet any portion of the leased premises, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld but may be conditioned on Tenant's payment of an additional rental fee of \$ 500.00 to offset the administrative costs of documenting the sublease of assignment. Further, no such consent shall be given or required to be given unless Tenant and assignee or sub lessee agree in writing that their liability under this Lease shall be joint and several and unless the assignee or sub lessee agrees in writing: (a) that the leased premises and all furnishings and appliances in the leased premises will be returned to Landlord in the same condition as at the commencement of this Lease, normal wear and tear excepted; and (b) that certain charges may have already been applied to the Security Deposit prior to the termination of this Lease. **IT IS EXPRESSLY UNDERSTOOD AND AGREED BY TENANT, HOWEVER, THAT HIS OBLIGATION TO PERFORM ALL THE TERMS COVENANTS AND CONDITIONS OF THIS LEASE SHALL CONTINUE FOR THE FULL TERM OF THIS LEASE, NOTWITHSTANDING LANDLORD'S CONSENT TO ANY SUBLEASE OR ASSIGNMENT.**
10. **CONDITIONS OF LEASED PREMISES.** Tenant acknowledges that he has examined the leased premises prior to taking possession, knows the condition of the leased premises, and accepts the leased premises in their present condition as indicated on the Check-In Sheet attached to this lease and incorporated herein by this reference. Tenant also acknowledges that he has examined all furnishings and appliances in the leased premises, and agrees that, **EXCEPT AS NOTED ON THE CHECK-IN SHEET REFERRED TO ABOVE,** all furnishings and appliances are in good condition or repair. Tenant agrees to return the leased premises, furnishings and appliances to Landlord upon the termination of this Lease in their present condition, normal wear and tear excepted. Tenant acknowledges that tenant leases the leased premises **AS IS** and **WITH ALL FAULTS**, and that Landlord has not agreed to undertake any maintenance, alterations or repairs or to construct any improvements to the leased premises, nor has Landlord made any representation or warranty, expressed or implied, as to the condition of the leased premises or the fitness or suitability of the

leased premises for any particular use or purpose. LANDLORD HEREBY DISCLAIMS, AND TENANT HEREBY WAIVES, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER WITH RESPECT TO THE LEASED PREMISES, INCLUDING BUT NOT LIMITED TO THOSE OF CONDITION, TENANTABILITY, HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND COMPLIANCE WITH ANY APPLICABLE LAWS, CODES OR REGULATIONS.

11. CARE OF LEASED PREMISES. Tenant hereby promises and agrees that Tenant will not cause or permit any neglect or deliberate misuse of the leased premises, or furnishings or appliances therein provided by Landlord. In the event that Tenant causes or permits any such neglect or deliberate misuse of the leased premises, furnishings or appliances, Tenant agrees to and shall bear the expense of repair of any and all damages resulting there from. The expense so incurred shall be considered to be additional rent for the leased premises and shall be immediately due from Tenant at the option of Landlord. Further, Tenant shall not make or cause to be made any physical alterations of or in the leased premises, including, but not limited to painting, papering or adding or changing door locks, without the advance written consent of Landlord, which consent may be withheld in the sole discretion of Landlord. After Tenant vacates the leased premises, a final cleaning of the leased premises, furnishing and appliances, including, but not limited to, shampoo or steam cleaning of carpets, shall be performed by Tenant and if not to Landlord's satisfaction shall be performed by Landlord's vendor of choice, if determined by Landlord, in Landlord's sole discretion, to be necessary to restore the leased premises to their pre-leased condition. It is expressly understood, acknowledged and agreed that the cost of such final cleaning shall be deducted from Tenant's Security Deposit at the rate of \$35.00 per hour for labor, plus supplies. Landlord will charge a fee of \$45.00 per lock to re-key the leased premises if any or all keys are lost or not returned. There shall be a \$4.00 charge per light bulb for each light bulb missing or in need of replacement.
12. REPORTING MALFUNCTIONS. If any appliance or system in or on the leased premises, including, but not limited to, range, oven refrigerator, disposal, furnace, heating system, electrical system or plumbing system, fails to operate or otherwise malfunctions, Tenant shall promptly inform Landlord of such failure or malfunction. Any damages that occur as a result of Tenant's negligence of failure to promptly report any such malfunction or that occur as a result of the continued use of the malfunctioning appliance or system shall be the responsibility of Tenant, and Tenant shall be liable therefore.
13. MAINTENANCE AND OUTSIDE MAINTENANCE. Tenant shall maintain in good repair and in good, clean, safe and lawful condition, the leased premises. Landlord shall be responsible to maintain the plumbing, electrical, heating and cooling systems, all appliances and routine maintenance, except, tenant shall maintain the yard, keeping weeds pulled, leaves raked, trees and shrubs trimmed and grass watered and mowed to the satisfaction of Landlord. Tenant further agrees to maintain the sidewalks, driveways and parking area, if any, free and clear from snow and ice, and to keep the entire leased premises free from trash, rubbish, abandoned vehicles and the like. In the event that Tenant fails to maintain the yard or to clear snow and ice as required above, Landlord and Landlord's appointed vendor shall have the right, but shall not be obligated, to enter the leased premises and perform such maintenance and Tenant agrees to and shall bear the expense so incurred shall be considered additional rent for the leased premises and shall be immediately due from Tenant at the option of Landlord.
14. DAMAGE OR DESTRUCTION. If the leased premises are so injured or damaged by fire or other cause or casualty as to render them untenable, then either Landlord or Tenant may terminate this Lease as of the date such injury or damage occurred, by written notice given to the other party within fourteen (14) days after the occurrence of such injury or damage, or, in Landlord's case, within fourteen (14) days after Landlord receives notice of the injury or damage; provided, however, that if such injury or damage is caused directly or indirectly by any act, omission, abuse or

negligence of Tenant or any person claiming under Tenant, or the family members, guests, visitors, invitees, licensees, agents, employees or contractors of Tenant or any such person, then only Landlord shall have such right to terminate this Lease. In addition, in the event the building of which the leased premises are a part of are so injured or damaged by fire or other cause or casualty (even though the leased premises may not be effected (that Landlord shall decide within a reasonable period of time not to rebuild, then this Lease shall be terminated as of the date such injury or damage occurred. Upon any such termination, rent shall be prorated as of the date such injury or damage occurred, of the date of last possession by tenant, whichever is later, and the parties shall be relieved of further obligations hereunder; provided however, that nothing contained herein nor any termination pursuant hereto shall release or be construed to release Tenant from liability for any injury or damage to the leased premises or the building of which the leased premises are a part, directly caused by any act, omission, abuse or negligence of Tenant or any person claiming under Tenant, or the family members, guests, visitors, invitees, licensees, agents, employees or contractors of tenant or any such person. If this Lease is not terminated as provided above following any such injury or damage to the leased premises rendering the leased premises untenable, except any such injury of damage caused directly or indirectly by Tenant or any person claiming under Tenant, or the family members, guests, visitors, invitees, licensees, agents, employees or contractors of Tenant or any such person, then Landlord shall proceed with reasonable diligence to repair such injury or damage and there shall be an appropriate abatement of rent, based on the extent to which the injury or damage interferes with tenant's use of the leased premises, until the leased premises have been so repaired.

15. PETS. No animals may be kept permanently or harbored temporarily on or near the leased premises without the advanced written consent of Landlord.
16. PARKING AND STORAGE. The leased premises shall include the following parking and storage areas: _____ The use of such areas shall be governed by such rules and regulations as may be issued from time to time by Landlord, and such use shall be at Tenant's sole risk and with the express understanding and agreement that Landlord shall not be liable for personal injury or property damage or loss suffered or incurred therein or thereon.
17. LIMITATION OF LIABILITY. Tenant agrees that Landlord shall not be liable for any personal injury or loss or damage which is caused by a failure or malfunction of the sewer or water system, gas or heating system, or electrical system when such failure or malfunction is the result of acts or omissions beyond the direct control of the Landlord, nor shall Landlord be liable, in the event the leased premises are part of a building containing more than one unit, for any personal injury or loss or damage to property that may result from or arise out of any acts or omissions of other tenants or occupants in the building in which the leased premises are located, or their guests or pets, when such acts or omissions are beyond the direct control of Landlord. Tenant expressly acknowledges that Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause, and further acknowledges that Landlord has advised Tenant to obtain and maintain Tenant's own renter's insurance policy if tenant desires to insure Tenant's personal possessions or personal liability.
18. ABANDONMENT. In the event Tenant vacates or abandons the leased premises prior to the termination of this Lease, Tenant expressly authorizes Landlord, at Landlord's option, to re-enter and re-rent the leased premises for the benefit of Tenant WITHOUT EFFECTING A TERMINATION OF THIS LEASE. All expenses incurred by Landlord in re-renting the leased premises, including a fee of \$ 500.00 for Landlord's time expended in such re-renting, shall be borne by Tenant, and any rent received as a result of that renting may be applied to the amounts due to Landlord from tenant under this Lease. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT TENANT'S OBLIGATION TO PAY THE RENT SHALL CONTINUE FOR THE FULL TERM OF THIS LEASE, NOTWITHSTANDING ANY SUCH RE-RENTAL OF THE LEASED PREMISES.

19. **DEFAULT BY TENANT.** In the event Tenant fails to pay the rent or any portion thereof when due, and three days' notice in writing has been given to Tenant requiring in the alternative the payment of the rent or possession of the leased premises., Landlord may, without further notice to Tenant, terminate Tenant's right to possession of the leased premises under this Lease. In the event that Tenant shall default in the performance of any of the terms, covenants or conditions contained in this Lease other than the promise to pay rent, or if Tenant shall fail to comply with any rules and regulations incorporated herein or hereafter established pursuant to the terms of this Lease, and three days' notice in writing has been given to Tenant requiring in the alternative the compliance with such term, covenant, condition, rule or regulation or the delivery of possession of the leased premises, Landlord may, without further notice to Tenant, terminate Tenant's right to possession of the leased premises by giving Tenant three days' written notice of intention to terminate. **TENANT UNDERSTANDS AND ACKNOWLEDGES THAT EVEN IF TENANT'S RIGHT TO POSSESSION IS TERMINATED, THIS LEASE AND TENANT'S OBLIGATIONS UNDER THIS LEASE, INCLUDING THE OBLIGATION T PAY RENT, SHALL CONTINUE FOR THE FULL TERM OF THE LEASE.**
20. **ABANDONED PROPERTY.** Upon the termination of this Lease or upon vacation or abandonment of the leased premises by Tenant, any personal property left by tenant on the leased premises or surrounding area will be considered abandoned property. Tenant agrees that Landlord may, at Landlord's option, immediately remove any such abandoned property and dispose of such property in any manner that Landlord deems proper, without notice to Tenant.
21. **LANDLORD'S LIEN.** Landlord shall have and is hereby granted a lien upon Tenant's personal property which is on or in the leased premises for the amount of any unpaid rent or other sum due from Tenant under this Lease and for the costs of enforcing the lien, including reasonable attorney's fees. Such lien may be enforced in the same manner and according to the same procedures as a Colorado statutory landlord's lien.
22. **NOTICE.** Unless OTHERWISE SPECIFIED BY LAW OR IN THIS Lease, all notices required or permitted pursuant to the terms of this Lease shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or, if to tenant, securely and conspicuously posted, as follows:
- If to Tenant:
- If to Landlord: Ronald A Abeloe
PO BX 1765
Grand Junction, CO 81502
- If this Lease is signed on behalf of Tenant by more than one person, notice given to any one such person shall be deemed notice to all such persons. Landlord may change the address to which future notices shall be sent by giving written notice of such change.
23. **ATTORNEY'S FEES.** In the event of any dispute, arbitration, or litigation between Landlord and Tenant arising out of or in any way related to this Lease, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees from the losing party.
24. **MISCELLANEOUS.** If any provision of this Lease shall be declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect. Landlord has the right to waive any one or more breaches of this Lease, and any such waiver shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this Lease. This Lease shall be subordinate to all existing and future mortgages and deeds of trust upon or affecting the leased premises or the property upon which the leased premises are located. The

Landlord shall have such rights and remedies as are contained in this Lease, and such rights and remedies shall be cumulative and shall not be exclusive of any other rights or remedies available at law or in equity or by statute or otherwise. Any grammatical changes shall be implied whenever necessary to change gender and number of the parties to this Lease so that the wording in the Lease shall reflect the accurate fact. This Lease contains the entire agreement of the parties, and may not be altered or amended except by written agreement signed by both parties. This Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns. If this Lease is signed on behalf of Tenant by more than one person, then the liability of the person so signing shall be joint and several.

- 25. **TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease. Landlord may terminate this Lease upon 30 days written notice to Tenant that the premises have been sold.
- 26. **COLLECTION.** If it becomes necessary to institute collection or arbitration to enforce this agreement, these costs will be payable to Landlord. The collection agency used by Landlord charges 40% of all collections: **THEREFORE, IT WOULD BE NECESSARY TO INCREASE YOUR AMOUNT OWED BY 40% BEFORE YOUR ACCOUNT IS REFERRED TO THE COLLECTION AGENCY.**
- 27. **ACKNOWLEDGEMENT.** By signing this Lease, Tenant expressly acknowledges that Tenant has thoroughly read and fully understands this Lease, and that Tenant has received a true and correct photocopy of this Lease from Landlord.
- 28. **INCLUSIONS.** The following personal property items are included with the leased premises: _____
- 29. **ADDITIONAL PROVISIONS:**
- 30. **IN WITNESS WHEREOF,** this Lease has been executed on the day and year set forth above.

TENANT

LANDLORD

Ronald A Abeloe

Keys Received _____

Accounting Notes

Security Deposit Paid \$ _____

Security Deposit

Rent Paid

Rent Owed

Total Paid
