

RESIDENTIAL LEASE

This Residential Lease (“Lease”), is entered into this ____ day of _____, _____ between:

Tenant,

Tenant,

Tenant,

such persons are individually and collectively referred to herein as the “Tenant” and

The Source Property Management, LLC
 (“Manager”)

1. Lease. Landlord hereby leases to Tenant, and Tenant accepts from Landlord, the real property located at:

(Street Address) (City) (State) (Zip)

(the “Premises”) on the terms and conditions set forth below. The following items of personal property are furnished with the Premises and shall remain on the Premises at all times:

A. _____

2. Use. Tenant agrees to use the Premises solely as a private residence and not for any business use or any other purpose. Tenant shall not permit any activity on or about the Premises that would constitute any violation of federal, state or local law, ordinance, code, rule, regulation or any covenant, restriction, rule or regulation of any governing homeowner’s association (“Association”).

3. Occupancy. No persons other than Tenant and _____ dependents of Tenant shall reside on the Premises at any time, nor shall any other person remain on the Premises as a guest of Tenant, or otherwise for more than 7 days in any month or more than 14 days in any year.

4. Lease Term. This Lease shall commence at 4:00pm on the ____ day of ____, 2017, and end at 12:00noon on the ____ day of ____, 201 ____.

5. Security Deposit. Tenant agrees to provide Landlord a security deposit in the total sum of ____ and 00/100 Dollars (\$____.00), which shall be payable to Landlord upon the signing of this Lease. Landlord shall have up to sixty (60) days after the termination of this Lease, or surrender and acceptance of the Premises, whichever occurs last, to return to Tenant any portion of the security deposit to which Tenant is rightfully entitled, less any amount owed by Tenant under this Lease, any unpaid utility charges or any amounts required to clean or repair the Premises and to place the Premises in the condition required by Section 10 below. If at any time during the term of this Lease Tenant shall be in default, Landlord shall have the right, but not the obligation, to apply the deposit, or any part thereof, to cure, correct or remedy such default, and Tenant shall in such event pay to Landlord any and all amounts necessary to restore the full amount of the deposit.

6. Rent. Tenant agrees to pay to Landlord, as rent and as an independent obligation, the sum of ____ and 00/100 Dollars (\$____.00) each month during the term of this Lease, payable in advance, without demand, and without any setoff or deduction of any kind, on-line, in person, by mail or at such other address as Landlord may direct from time to time. Payment of rent shall be due on or before the first day of each month. Rent paid after the first day of each month shall be deemed delinquent. If the rent is not paid before 5:00pm on the third (3rd) day of the month, Tenant agrees to pay an administrative late charge of One Hundred and 00/100 Dollars (\$100.00) and then Fifty and 00/100 Dollars (\$50.00) per day that rent is delinquent thereafter. This sum shall be deemed reasonable liquidated damages for the damages Landlord will incur due to the late payment. Rent is to be paid on line using the Landlord's portal payment system, which may be accessed at <http://bit.ly/TenantPortal> . Tenant further agrees that Tenant's right to possession and of all of Landlord's obligations under this Lease are expressly contingent upon the prompt payment of rent and that all moneys received by Landlord shall be applied first to non-rent items and then to rent. If the term of this Lease, or possession under this Lease, commences on a day other than the first day of the month, rent for that month shall be prorated and paid by Tenant upon commencement of this Lease.

Tenant shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in this Lease shall be deemed nothing more than a partial payment on that month's account. Under no circumstances shall Landlord's acceptance of a partial payment constitute accord and satisfaction. Acceptance of partial payment will not cause a forfeiture of Landlord's right to collect the balance due on the account despite any endorsement, stipulation, or other statement on any check. Acceptance of any payment that is less than the full amount owed under this Lease does not waive or diminish Landlord's right of eviction, or any other contractual or

statutory right. Accepting money at any time does not waive Landlord's right to collect late fees, damages, past or future rent or other sums due. Landlord may take whatever lawful measures necessary to collect monies owed, including monetary judgments and wage garnishments.

Payments made by any means other than through Landlord's portal, must be mailed or delivered in sufficient time that the payment will be in Landlord's office by no later than 5:00 P.M. on the date due. If Tenant pays by check and any check is not honored when tendered for payment, Tenant agrees to pay Landlord a charge of Fifty and 00/100 Dollars (\$50.00) for each check returned to Landlord, plus all applicable late payment charges, and Tenant, thereafter, shall make all payments on line or by a certified check, cashier's check or money order.

7. Utilities and Association Dues. Tenant shall pay for phone and cable television services, if desired. Tenant shall arrange for billing in Tenant's name to Tenant's address, within three (3) business days after commencement of lease (retroactive to lease start date), and be responsible to pay for the following utilities: T=Tenant L=Landlord HOA=Home Owners Association

- a. Water & Sewer _____
- b. Gas _____
- c. Electricity _____
- d. Trash _____
- e. Internet _____
- f. Cable _____

Tenant shall pay a monthly flat fee of _____, which shall be payable with the monthly rent payment beginning with the Commencement Date for utilities that are in the Landlord's name.

The Tenant will leave no unpaid bills at end of tenancy. In the event Tenant leaves unpaid bills upon vacating the premises, Landlord reserves the right to pay said bills and deduct an equal amount from Tenant's security deposit.

8. Taxes. Landlord shall be responsible for payment of all real property taxes assessed against the Premises during the term of this Lease.

9. Insurance. During the term of this Lease, Landlord shall maintain fire insurance and other casualty insurance coverage on the Premises. Tenant shall, at Tenant's sole cost and expense, be responsible to obtain and maintain insurance coverage on Tenant's personal property and contents located in or on the Premises, as Tenant may deem necessary or desirable. Landlord does not maintain any insurance covering any losses to Tenant, and Tenant agrees that Landlord shall not be liable for any loss of Tenant.

10. Condition of the Premises on Moving In and Moving Out.

Tenant agrees to surrender the Premises upon the termination of this Lease in the same condition as when received at the commencement of this Lease, normal wear and tear excepted. Tenant shall leave the carpet in a condition ready for cleaning by a professional cleaning company selected by Landlord. The carpet cleaning base fee of _____ (\$_____.00) shall be applied towards this cost; however, Tenant shall be responsible for any charges above this amount including any additional cost to remove any pet or other stains to the carpeting. If any stains or damage to the carpeting, pad or sub-floor cannot be removed, the carpeting and or pad shall be replaced with carpeting or pad equal to what existed at the time of occupancy and in a manner, such that the uniformity in the appearance of the carpeting throughout the Premises (including color and texture) is the same as existed at the time of occupancy. Likewise, if any damage to any other flooring in the Premises results in any portion of the flooring requiring replacement, the flooring shall be replaced in a manner such that the uniformity in the appearance is the same as existed at the time of occupancy.

In addition, Tenant, on or before expiration of the term of this Lease, shall:

- A. Remove all trash, refuse, and personal property from the Premises;
- B. Return to Landlord any door keys, mailbox keys and garage remotes;
- C. Clean kitchen countertops, backsplashes, walls, appliances, cabinets, sinks, faucets and floors;
- D. Clean bathroom countertops, sinks, tubs, toilets, showers, tile/grout, faucets, floors, backsplashes and walls;
- E. Have all tile and linoleum mopped and hard wood floors cleaned;
- F. Have garage floors swept;
- G. Have an operational light bulb in each light socket;
- H. Have all holes made in drywall from picture hangers, nails, etc., caused by Tenant, neatly filled with drywall putty and painted – not toothpaste or glue, etc.;
- I. Have window frames and sills clean of dust and dirt;
- J. Have all drawers, shelves, and cabinets wiped clean and free of debris; and
- K. Have yard areas or patio areas in a neat condition with no litter or debris.

Tenant has fully inspected the Premises and acknowledges that the Premises, as of Tenant's occupancy, is free of any damages or defect, is in a clean condition, and meets all requirements for the Moving Out condition stated above, except as noted on the check-in sheet attached as **Exhibit A** ("Walkthrough Checklist"). Tenant agrees to a walk-through with Landlord within twenty-four (24) hours of when Tenant moves out for the purpose of inspecting the condition of the Premises. Tenant agrees that any damages to the Premises that are not noted on the check-in sheet attached as Exhibit A shall be presumed to have occurred during Tenant's occupancy and caused by Tenant or Tenant's agent, guest or invitee for whom Tenant shall be responsible, which presumption may be rebutted only by pictures, video or similar evidence or a writing signed by Landlord acknowledging the damage existed prior to Tenant's occupancy. Tenant agrees not to make any alterations to the Premises or any fixtures without the prior written consent of Landlord. Tenant shall not place or permit any holes in the walls, ceilings, woodwork, floors, or floor coverings; allow any water furniture in the Premises; or install or alter any antennae installations, additional phone or television cable outlets, lock changes or additional locks, except with the prior written consent of Landlord. Tenant agrees to use reasonable care in Tenant's use of the Premises.

11. Repairs and Maintenance.

A. Tenant agrees to notify Landlord immediately in the case of malfunctions of utilities or damage to the Premises by fire, water or other cause. This Lease shall continue and the rent payments shall not abate during any period of damage or repair to the Premises, unless such damage has rendered the Premises untenable. However, if the damages to the Premises are substantial in the reasonable judgment of Landlord, Landlord may terminate this Lease, within a reasonable time, by giving written notice to Tenant. If this Lease is so terminated, rent shall be prorated on a daily basis, unless such damage was caused by Tenant or Tenant's agents or invitees.

B. Landlord will repair and maintain the plumbing system, electrical system, fixtures, heating, and other mechanical systems in the Premises, excepting only repairs due, in whole or in part, to any intentional act or any negligent act or omission of Tenant.

C. Tenant shall be liable for and shall reimburse Landlord for any cost or expense that Landlord incurs (including any insurance deductible) as a result of the negligence, carelessness, abuse or intentional act of Tenant or Tenant's agents, guests or invitees, and to repair any damage to the Premises caused by any intentional act or abuse, or any negligent act or omission, of Tenant or Tenant's agents, guests or invitees. Tenant further agrees to pay any costs incurred to clean any waste, buildup or debris causing any stoppage or overflow in pipes, bathtubs, bathrooms, wash basins, sinks, disposals, washing machines or dishwashers.

D. Tenant further agrees, at Tenant's sole cost and expense, to maintain the driveway, the sidewalks, and the lawn (including all landscaping) situate on the Premises (except to the extent that such services are provided by an Association or Tenant has agreed to pay an additional amount to Landlord to provide such service). The foregoing shall include, but not by way of limitation, cleaning, snow and ice removal, watering and mowing the lawn, and keeping all areas around the Premises free from litter, dirt, debris and obstruction. Tenant shall keep the Premises clean and in a good, sanitary condition, as required by the ordinances, resolutions and health, sanitary, and police regulations of the City of _____, and State of Colorado. Tenant shall be responsible for all costs Landlord incurs to exterminate or remove any rodents, bedbugs, insects, pests or mold from the Premises, which Tenant, or any family member, guest, or invitee of Tenant, has brought into the Premises or which are caused by Tenant's failure to maintain the Premises in a clean, good, sanitary and secure condition. Tenant shall neither permit nor suffer any disorderly noise or nuisance whatsoever about the Premises, have a tendency to annoy or disturb any persons occupying adjacent premises, or cause any violation of any applicable covenants, rules or regulations. Tenant shall be responsible for prompt payment of any fines imposed on Landlord due to any conduct of Tenant. Tenant shall not permit nor suffer the Premises, or the floors or walls thereof, to be endangered by overloading nor permit the Premises to be used for any purpose which would render the insurance thereon void or insurance risk more hazardous, without the express permission of the Landlord, and upon obtaining such specific insurance coverage for such additional risk. Trampolines or other equipment that creates a risk of injury are not permitted.

E. All repairs and replacements for any work Tenant is required to perform, for which Landlord has granted consent, shall be in quality and class at least equal to the original work.

F. In the event Tenant refuses or neglects to make the repairs and/or maintain the Premises, or any part thereof, as required by the terms of this Lease in a manner reasonably satisfactory to Landlord, then Landlord shall have the right, upon giving Tenant reasonable notice of Landlord's election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. In such event, such work shall be paid for by Tenant, as additional rent, promptly upon receipt of an invoice covering such charges.

G. If Tenant contracts with any third party to render any services or goods at or upon the Premises, with or without the written consent of Landlord, the following shall apply: said third party shall be deemed to be an agent of Tenant and not an agent of Landlord; Tenant agrees to be solely responsible for payment to said third party; Tenant agrees that Tenant shall not be entitled to any setoff against rent for any amounts due to said third party; and Tenant agrees to hold Landlord harmless from any and all liability or expense of any kind with respect to said third party, including any attorney fees or costs

incurred by Landlord. Without limiting the foregoing, Tenant shall pay, or cause to be paid, and promptly discharge any liens, or claims of liens, against the Premises for labor, services or materials provided in or on the Premises.

12. Pets. Except as to any assistance (service) dogs, for which Tenant meets all requirements of law relating to the rights of persons with a disability to be accompanied by an assistance dog in a housing accommodation offered for rent or lease, Tenant shall not maintain or permit any dogs, cats, reptiles or other animals in or on the Premises without the written consent of Landlord. Landlord hereby consents to the following pets: _____ (except for assistance dogs), a nonrefundable pet charge in the amount of _____ Dollars (\$____.00) must be paid prior to any pet being on the Premises. A "Pet Rent" of \$25.00 per pet will also be charged on a monthly basis. Notwithstanding the pet fee, and regardless of whether or not any pet is a service dog, Tenant shall remain fully liable for any damage to the Premises caused by any pet; and Tenant shall clean up all pet waste from the yard on at least a monthly basis, collecting all waste in a proper waste bag and disposing of the waste bag in a proper trash receptacle. Tenant shall permit no other pets or animals on or in the Premises, even on a temporary basis, without the prior written consent of Landlord. Any violation of this section may cause a forfeiture of any right of Tenant to maintain any pets on the Premises, in addition to constituting a default of this Lease.

13. No Smoking. Tenant shall not use, or permit any guests or invitees to use, any tobacco products, cigarettes, pipes, cigars, marijuana or any illegal substance within the Premises. Use of any tobacco product, marijuana product or illegal substance within the Premises will result in Landlord commencing eviction proceedings. Colorado state laws regarding the medical and/or recreational use of marijuana do not and cannot override federal drug laws. Therefore, the use, sale, possession, cultivation and/or distribution of marijuana and/or illegal drugs on or from the Premises, whether for commercial, personal, recreational or medicinal purposes, is strictly prohibited.

14. Waiver of Liability. Landlord shall not be liable for any damages or losses to the person or property of Tenant or any other person for any theft, burglary, assault, vandalism, or any other crime whatsoever. Landlord shall not be liable for personal injury to Tenant or to Tenant's agents, guests or invitees or for damage to or loss of personal property of Tenant or that of Tenant's agents, guests or invitees, for any reason, including, without limitation, due to fire, flood, water leaks, rain, hail, ice, snow, smoke, explosions, interruption of utilities, or acts of God, unless the same is directly and proximately caused by the gross negligence of Landlord. If any of the foregoing are caused by any act or omission other than Landlord's gross negligence, Tenant agrees to indemnify and hold Landlord harmless from all claims, damages, judgments, costs and expenses, including attorneys' fees, arising out of the same.

15. When Landlord May Enter. Tenant hereby agrees to allow Landlord, or Landlord's agents or representatives, to enter the Premises at reasonable times for reasonable inspections, to make repairs or improvements to the Premises. In addition, Tenant agrees that Landlord or any broker or agent authorized by Landlord may enter the Premises to show the Premises to prospective tenants or purchasers. Except in the case of emergencies or to verify a suspected default by Tenant, in which case no prior notice shall be required, Landlord shall provide Tenant oral or written notice, including by email, text or leaving a voicemail message, not less than 24 hours prior to entry.

16. Assignment/Subletting. Tenant shall not sublet the Premises, or any part thereof, or assign any of Tenant's rights in this Lease without the prior written consent of Landlord, which Landlord may choose to grant, within the sole discretion of Landlord. Landlord's consent shall be conditioned upon payment of a processing fee of Two Hundred Dollars (\$200.00), and other conditions that Landlord deems appropriate. Notwithstanding any such written consent, Tenant shall remain liable for all amounts due under this Lease, for the full term of this Lease, unless Landlord otherwise agrees in writing. Tenant's leasing or otherwise permitting a person who is not a tenant to use or stay in any portion of the Premises for a fee is strictly prohibited, including as a vacation rental, bed and breakfast or any other form of short term rental for less than the remaining term of the Lease.

17. Subordination. It is expressly understood and agreed that Landlord reserves the right to subject and subordinate this Lease, at all times, to the lien of any mortgages or deeds of trust hereafter placed upon the Landlord's interest in the Premises. Tenant agrees to promptly execute and deliver, upon the Landlord's request, such instruments subordinating this Lease to the lien of any such mortgages or deeds of trust, as are reasonably necessary in connection therewith, provided that Landlord delivers to Tenant at the same time an agreement by the holder of any such mortgage (or deed of trust) agreeing not to disturb or interfere with the rights of Tenant hereunder in the event of any foreclosure, so long as Tenant complies with all of the provisions of this Lease.

18. Termination.

A. Termination Upon Expiration. This Lease shall terminate at the expiration of the Term stated in Section 4 above, without the necessity of any notice.

B. Termination by Landlord for Cause.

(i) *Default in Payment of Rent.* Tenant's failure to pay any rent or

other amounts owed by Tenant under this Lease when due (regardless of whether a late fee shall have accrued) shall be a default of this Lease without any notice required, except the three-day notice required by Colorado law.

(ii) *Other Defaults by Tenant.* Landlord may terminate Tenant's right to possession under this Lease and regain possession of the Premises due to Tenant's breach of any provision or covenant of this Lease, other than for payment of rent or other amounts due under this Lease, upon 10 days' prior written notice of default and Tenant's failure to cure the default within such time. If any violation constitutes a substantial violation, as defined in C.R.S. § 13-40-107.5, Landlord shall not be required to provide any notice except as provided in that section.

19. Landlord's Remedies upon Default. If Tenant breaches or commits any default of any provision of this Lease, Landlord may terminate this Lease and occupy or sell the Premises and recover from Tenant as damages (i) all amounts owed by Tenant under this Lease, to the date of termination; (ii) all costs of recovering possession of the Premises; (iii) all costs for advertising or commissions; (iv) all costs to repair any damages to the Premises; and (v) reasonable attorneys' fees and expert witness fees. In the alternative, Landlord may terminate Tenant's right to possession without releasing Tenant from its payment obligations under this Lease and recover from Tenant, as damages, all amounts owed by Tenant under this Lease, plus an amount equal to (i) the full amount owed by Tenant under this Lease for the remaining term of this Lease; (ii) all costs of recovering possession of the Premises; (iii) all costs for advertising or commission to secure a new tenant; (iv) all costs to repair any damages to the Premises and to prepare the Premises for occupancy by a new tenant; and (v) reasonable attorneys' fees and expert witness fees, less the amount Landlord receives from any re-leasing of the Premises in mitigation of Landlord's damages. The remedies of Landlord shall be cumulative and no one of them shall be construed as exclusive of the other or of any other remedy provided by law. The rights and remedies of Landlord provided hereunder shall survive the termination of this Lease.

20. Landlord's Default. Landlord shall not be in default under any provision of this Lease unless and until Tenant has provided written notice to Landlord of such alleged default and provided Landlord a reasonable time and opportunity to cure any default, which shall not be less than 30 days, provided, however, if the cure takes longer than 30 days, Landlord shall not be in default if Landlord commences the cure within 30 days and proceeds diligently thereafter to completion. In the event that Landlord shall have failed to remedy any such alleged default within the applicable cure period, Tenant's sole and exclusive remedy shall be to terminate this Lease or to seek injunctive relief. In no event shall Tenant be entitled to an offset or abatement of the monthly rent or any consequential damages resulting from any alleged default or subsequent termination of this Lease.

21. Abandonment.

A. Abandonment of the Premises by Tenant. Tenant shall be in default of this Lease if Tenant abandons the Premises any time prior to the proper termination of this Lease. Tenant's failure to occupy the Premises for more than two (2) weeks, at any time when rent or any other amounts due under this Lease have not been paid when due, shall be presumed to be Tenant's abandonment of the Premises, regardless of whether any personal property of Tenant remains in the Premises. In the event of abandonment, Tenant shall remain liable to Landlord for damages due to such default, as provided in Section 19 above.

B. Removal of Persons and Property. At any time after the termination of this Lease for any reason, or upon abandonment of the Premises by Tenant, Landlord shall have the right to reenter the Premises and remove all persons and property remaining thereon. Property that remains on the Premises after abandonment of the Premises or termination of this Lease shall be presumed abandoned. In such event, Landlord may discard or dispose of such property as Landlord sees fit or have such property stored in a public warehouse, or elsewhere, at Tenant's expense, all without additional notice, or resort to legal process without Landlord being deemed guilty of trespass or conversion. Tenant hereby waives any claim against Landlord for any damages or loss occasioned thereby. Landlord shall have no obligation to store Tenant's property. However, if Landlord elects to do so, Tenant shall assume all risk of loss to the property, and Landlord shall have no duty to protect or preserve the property.

22. Attorneys' Fees. If Landlord brings suit for recovery of possession of the Premises, and/or to collect any amount due under this Lease, or Landlord or Tenant bring any suit because of a breach of any covenant, condition or provision of this Lease, the prevailing party shall be entitled to recover their costs of suit, including reasonable attorneys' fees.

23. Interest. Any amounts owed by Tenant under this Lease and not paid shall accrue interest at the rate of 24% per annum until paid, which interest shall be in addition to any late fees owed by Tenant, as provided in Section 6 above.

24. No Oral Agreement. This Lease shall be construed according to its fair meaning and shall be deemed to be and contain the entire understanding and agreement of the parties hereto. The parties hereto agree that there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning this Lease. This Lease may not be modified except in a writing signed by all of the parties hereto.

25. No Waiver. No waiver by Landlord of any one or more of the

terms, covenants, conditions and agreements of this Lease shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

26. Miscellaneous. Words of the masculine gender shall include the feminine and neuter genders; and when the sentence so indicates, words of the neuter gender shall refer to any gender, and singular shall include the plural and vice versa.

27. Holding Over. Any holding over after expiration of the term of this Lease shall be construed to be a tenancy from month to month on the same terms and conditions as otherwise specified in this Lease, except that rent shall be one and one-half (1½) times the rate otherwise provided for herein.

28. Smoke Detectors and Carbon Monoxide. Tenant acknowledges that, as of this date, the Premises are equipped with one or more smoke detectors and an operational carbon monoxide alarm installed within 15 feet of the entrance of each room lawfully used for sleeping purposes; that Tenant has inspected the smoke detector(s) and carbon monoxide alarms; and that Tenant finds them to be in good working condition. TENANT AGREES THAT IT IS HIS/HER DUTY TO REGULARLY TEST THE SMOKE DETECTOR(S) AND CARBON MONOXIDE ALARMS AND AGREES TO NOTIFY LANDLORD IMMEDIATELY IN WRITING OF ANY PROBLEM, DEFECT, MALFUNCTION OR FAILURE OF THE SMOKE DETECTOR(S) AND CARBON MONOXIDE ALARMS. LANDLORD SHALL, WITHIN SEVEN DAYS OF RECEIPT OF SUCH WRITTEN NOTIFICATION BY TENANT, REPAIR OR REPLACE THE DEFECTIVE OR NON-OPERATIONAL SMOKE DETECTOR(S) AND CARBON MONOXIDE ALARMS. TENANT AGREES TO REIMBURSE OWNER/MANAGER FOR THE COST OF A NEW SMOKE DETECTOR(S) AND CARBON MONOXIDE ALARM(S), AND THE INSTALLATION THEREOF, IN THE EVENT THE EXISTING SMOKE DETECTOR(S) AND CARBON MONOXIDE ALARM(S) BECOMES DAMAGED BY TENANT OR TENANT'S FAMILY, GUESTS OR INVITEES. TENANT AGREES THAT TENANT SHALL NOT REMOVE BATTERIES FROM, OR IN ANY WAY RENDER INOPERABLE, THE SMOKE DETECTOR(S) OR CARBON MONOXIDE ALARMS, EXCEPT AS PART OF A PROCESS TO INSPECT, MAINTAIN, REPAIR OR REPLACE THE DETECTORS/ALARMS OR REPLACE THE BATTERIES IN THE DETECTORS/ALARMS. TENANT SPECIFICALLY AGREES TO PAY FOR AND REPLACE ANY AND ALL BATTERIES IN SMOKE DETECTOR(S) AND CARBON MONOXIDE ALARM(S), AS NEEDED.

29. Joint and Several Liability. All persons signing below as Tenant shall be fully liable, jointly and severally, with all other persons signing as Tenant under this Lease for the full performance of all of

Tenant's obligations under this Lease, for any damages to the Premises, and to maintain and return the Premises to Landlord in the condition that existed as of the date of this Lease.

30. Binding Effect. This Lease shall be binding upon, and shall inure to the benefit of, the heirs, executors, administrators, personal representatives, successors, and assigns of the parties.

31. Notices. All notices to Tenant shall be personally served, mailed, or posted at the Premises. Notice to one person listed as a Tenant shall be deemed notice to all persons listed as a Tenant. Notices to the Landlord shall be personally delivered to:

The Source Property Management, LLC
504 S. College Ave. Unit B
Fort Collins, CO 80524

or mailed to:

The Source Property Management, LLC
PO Box 1833
Fort Collins, CO 80522

32. Quiet Enjoyment. Landlord covenants that on paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold and enjoy the Premises for the agreed term.

33. Assignment By Management Company. Landlord has the right to assign this lease to another company or individual at Landlord's sole discretion. All deposits and documents will be transferred to the assignee as well. An assignment by the Management company does not relieve the tenant of their obligation and all rights of the tenant to the subject property are in full force and effect.

34. Garage Door Opener. Tenant will be given _____ garage door openers. Tenant will be charged the actual cost to replace or repair any garage door opener, damaged, lost or not returned to Landlord upon termination of this Lease.

35. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. No bailment or bailee custody is intended. Landlord is not responsible for, and Landlord does not assume and shall not be liable for, damages caused by fire, theft, and casualty or any other cause whatsoever with respect to any car or its contents.

36. Radon Gas Disclosure. The Colorado Department of Health and the United States Environmental Protection Agency ("EPA")

have detected levels of naturally occurring radon in structures in every state. Radon is a colorless, odorless, tasteless radioactive gas produced by the natural breakdown of uranium contained in soils and rocks. High concentrations may result from accumulation of radon in enclosed spaces, such as homes. The EPA has raised concerns with respect to adverse effects on human health of long-term exposure to high levels of radon. LANDLORD HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRESENCE OR ABSENCE OF RADON IN THE PREMISES. LANDLORD HEREBY DISCLAIMS AND TENANT, FOR HIMSELF/HERSELF AND TENANT'S FAMILY, GUESTS AND/OR INVITEES, HEREBY WAIVES ANY SUCH WARRANTIES AND ANY OTHER WARRANTIES THAT COULD BE CONSTRUED TO COVER RADON OR OTHER ENVIRONMENTAL POLLUTANTS. TENANT, FOR HIMSELF/HERSELF, TENANT'S FAMILY, GUESTS AND/OR INVITEES, HEREBY RELEASES LANDLORD FROM ANY AND ALL LIABILITY WHATSOEVER WITH RESPECT TO RADON. TENANT FURTHER AGREES TO INDEMNIFY LANDLORD AGAINST ALL CLAIMS, LOSSES, COSTS AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES) RESULTING FROM OR ARISING IN ANY WAY OUT OF THE PRESENCE OF RADON ON THE PREMISES.

37. Lead Paint Disclosure. As required by law, Landlord makes the following disclosure: 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. Before renting pre-1978 housing, Landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

38. Attachements. _____

[Signature Page Follows]

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

The Source Property Management, LLC
Authorized Signer

Date