

## RESIDENTIAL LEASE / RENTAL AGREEMENT

This is a Binding Legal Document. If not understood, legal counsel should be consulted before signing.

[Property Name]

Rental Pricing & Fee Disclosure:

**Effective Date:** [Insert Date]

1. Total Monthly Cost of Rental (C.R.S. 6-1-737(2)(a))
Total Amount Due Per Month: \$[Total Rental Cost]\*

(\*Includes all mandatory fees except for separately billed utilities, if applicable.\*)

**Note:** Some costs, such as utilities and optional services, are subject to change based on provider rates, tenant usage, or other external factors. The total price may vary accordingly.

Breakdown of Included Mandatory Charges Rent and Not Rent

Charge Type	Amount	Recurring or One- Time	Description
Base Monthly Rent (Mandatory)	\$X,XXX	Recurring monthly	Charge for occupancy of the premises. See section 5 in terms and conditions.
Monthly Lease Admin Fee (Mandatory)	\$25	Recurring monthly	Lease Admin Fee. See section 5 in terms and conditions.
Trash Service (Mandatory)	Varies	Recurring	Waste collection fee. See section 6 in terms and conditions.
Utility Charges (Mandatory)	Varies	Recurring	Billed by Utility provider. See section 6 in terms and conditions.

# 2. Additional Charges – Not Included in Total Monthly Cost of Rental

The following fees are applicable but are NOT included in the total rental cost above:

Charge Type	Amount	Recurring or One-Time	Description
Security Deposit (Mandatory)	\$[XXX]	One-Time (Refundable)	See section 4 in terms and conditions.
Initial Lease Admin Fee (Mandatory) due with the first full month's base monthly rent	\$[XXX]	One-Time (Non-refundable)	See section 5 in terms and conditions.
Posting Fee (Situational)	\$50	One-Time per posting (Non-refundable)	See section 8 in terms and conditions.
Late Fee (Situational)	5% of late rent	One-Time per late period (Non-refundable)	See section 8 in terms and conditions.
NSF Fee (Situational)	\$20	One-Time per return (Non-refundable)	See section 8 in terms and conditions.
MTM Fee (Situational)	25% of current base rent	Recurring when on this term (Non-refundable)	See section 22 in terms and conditions.

# 3. Prohibited Charges (C.R.S. 6-1-737(4))

- Property Taxes (C.R.S. 6-1-737(4)(c)): These are the responsibility of the Landlord.
- Common Area Maintenance Fees (C.R.S. 6-1-737(4)(i)): Included in rent; cannot be charged separately.
- Processing Fees for Rent Payments (C.R.S. 6-1-737(4)(d)): No additional fees may be charged for rent payments unless a cost-free payment option is available.
- Late Fees on Non-Rent Charges (C.R.S. 6-1-737(4)(e)): Late fees can only be applied to unpaid rent, not utilities or other fees.
- Fees for Required Habitability Services (C.R.S. 6-1-737(4)(f)): No charge for heating, plumbing, pest control, or other services legally required to provide a habitable living environment.

# 4. Tenant Acknowledgment

By signing below, I acknowledge that I have reviewed and understand the rental pricing and additional charges associated with my lease agreement.

Tanant / Davidant (Dwint)	Tanant / Davidant (Cianatum)	Jaka
Tenant / Resident (Print)	Tenant / Resident (Signature)	date
Tenant / Resident (Print)	Tenant / Resident (Signature)	date
Tenant / Resident (Print)	Tenant / Resident (Signature)	date
Tenant / Resident (Print)	Tenant / Resident (Signature)	date
Tenant / Resident (Print)	Tenant / Resident (Signature)	date
Tenant / Resident (Print)	Tenant / Resident (Signature)	date
Grace Property Management (Agent for	Owner) (Signature)	date
ByAgent's Printed Name		

Rental Agreement Terms & Conditions:

1	PART	PTT	/ PR	FM	TCFC

This Residential Lease Agreement (hereinafter "Lease" or "Agreement") is between Tenant, (list all people signing the Agreement):

(collectively hereinafter "Tenant") and Grace Property Management, the Agent for the Owner ("Landlord"), the address of the owner's agent is 2200 E. 104 <sup>th</sup> Ave. #105, Thornton, CO 80233. Tenant has agreed to rent
the Premises located in the City of, the County of, zip code State of
Colorado, described as
The term "Tenant" refers to all residents listed above and all occupants. The term "Landlord," refers to Grace
Property Management, its agents and representatives.
Tenant's primary language is:

Grace Property Management does not own the Premises. Landlord is a Colorado real estate Broker acting as an Agent / Broker for the property Owner.

#### 2. OCCUPANTS

The Premises will be occupied only by Tenant and (list all other occupants not signing the Agreement):

## 3. CONTRACT TERM

The initial term of the Agreement begins on \_\_\_\_\_ and ends at 12:00 noon, on \_\_\_\_\_. Unless Landlord serves Tenant with a Notice to Terminate the Lease in accordance with applicable law or Tenant vacates the Premises on the last day of the Lease term, this Lease will automatically renew month-to-month unless a renewal lease or extension agreement is executed by Landlord and Tenant prior to the Lease term.

#### 4. SECURITY DEPOSIT

The Security Deposit (regardless of when given or for what purpose, any security deposit paid by Tenant is collectively hereafter referred to as a "Deposit") will secure the performance of Tenant obligations. Landlord may apply all portions of said Deposit on account of Tenant's obligations. Any balance remaining upon termination will be returned to Tenant. Unless prohibited by law, Tenant agrees to waive Tenant's rights to any interest earned on their Deposit. Tenant agrees to waive Tenant's right for Landlord to use cash basis accounting for the Deposit accounting. It is agreed that \_\_\_\_ Owner / X Agent will initially hold the Tenant Deposit, subject to further assignment, as authorized. Tenant may not apply a Deposit as an offset or reduction to the payment of rent or other sums due under this Lease at any time for any reason whatsoever. Landlord will have the right to apply such portion(s) of the Deposit reasonably necessary to remedy any default(s) by Tenant in the payment of rent, or to repair any damage to the Premises or property caused by Tenant. Regardless of whether specifically stated in any applicable provision of the Lease, Tenant will always be liable to Landlord for any damage caused by Tenant, any occupant, child, family member, animal, guest, invitee, or licensee of Tenant, or any other person on the Premises due to Tenant. Regardless of any Deposit, if Tenant is liable for any damages, Tenant will pay Landlord such damages upon demand. Landlord's right to possession of the Premises upon Tenant's default will not be limited in any respect because Landlord holds any Deposit. If Landlord applies any portion of the Deposit for any purpose while Tenant is in possession of the Premises, Tenant will promptly pay Landlord upon demand the amount necessary to restore the Deposit to the original amount. Tenant's legal liability to Landlord will not be limited under any circumstances to the amount of the Deposit, but rather Tenant remains liable for and will promptly pay Landlord all sums due under this

Lease in excess of the Deposit, including but not limited to all amounts for damages and repairs beyond normal wear and tear. Upon vacating for any reason, if Tenant does not leave the Premises in as good condition as when Tenant received it from Landlord, normal wear and tear accepted, Landlord will apply such portion of the Deposit reasonably necessary to restore the Premises to said condition. Landlord may also apply the Deposit to effect repairs, or to pay any sum owed by Tenant to Landlord whatsoever, including but not limited to any amount for final cleaning in accordance with C.R.S. § 38-12-103, et seq. or repair of any part of the Premises, including any damage caused to the Premises by smoking or smoke. Tenant agrees to pay any trash removal or dumpster charges if Tenant fails to remove personal property or trash upon vacating. Unless affected by statute, if Tenant fails to leave the Premises infestation free or otherwise causes any infestation, Tenant contracts to pay reasonable extermination charges to restore the Premises to infestation free status. Within sixty (60) days after termination of this Lease, or surrender of the Premises, whichever occurs last, Tenant agrees Landlord may electronically mail Tenant a final accounting after Tenant vacates the Premises, and that Landlord complied with C.R.S. § 38-12-103, et seq. upon Landlord's submission of the electronic mail and proof of Tenant's receipt is not required. Tenant consents to Landlord paying Tenant's Deposit refund, if any, via an electronic transfer of funds ("EFT"). To be paid by ETF, Tenant must make a written request using Landlord's Security Deposit ETF Refund Form before vacating the Premises. Landlord will select the ETF method in its sole discretion and is not required to use a specific method requested by Tenant. If more than one Tenant signed this Lease, all Tenants must sign the written request and designate the account to which the ETF should be made. If Tenant does not provide a valid written request before vacating the Premises, Landlord will issue the Deposit refund by written check in accordance with this Lease and mail it to Tenant's, or one of Tenant's, last known address(es). Regardless of anything to the contrary in this Agreement, upon a Tenant's death, the Tenant (or the Tenant's Estate) agrees to pay damages in accordance with this section. A deceased Tenant is liable for all rent that was past due at the time of death. Liability for future rent is determined by when the unit is vacated after notice, or by operation of law. A deceased Tenant's liability for future rent is limited to ten (10) business days if notice of death is given to Landlord and the unit is vacated within ten (10) business days of that notice. If notice is given but the premises are not vacated within ten (10) business days, the Tenant is liable for rent until the premises are vacated. If the unit is not vacated and notice is not given, the deceased Tenant shall not be liable for more than thirty (30) days of future rent after the date of death. For any period, Landlord agrees not to claim both past due rent and future rent. In addition to rent, if set forth in this Lease and otherwise not prohibited, a deceased Tenant is liable for all amounts that a Landlord may lawfully deduct from a security deposit pursuant to C.R.S. § 38-12-103(1)(b). The deceased Tenant's liability for these amounts includes all amounts due from the time of the Tenant's death through surrender of the premises, whether by notice and vacating, or by operation of law. Landlord may retain the security deposit or any associated damage deposit sufficient to cover costs related to damage caused by the death of a Tenant, and for any other lawful amounts or damages. Upon death, the Tenant is not liable for the repayment of any lease concessions. Prior to vacating, Tenant will provide in writing to Landlord, and the US Postal Service, each Tenant's individual forwarding or last known address. Tenant agrees that any change of forwarding of the last known address provided by Tenant to Landlord will only bind Landlord if receipted for by Landlord. If more than one person signed this Lease, Landlord may issue one check for the Deposit refund payable jointly to all Tenants, and mail such check to any last known address of any Tenant. If Landlord complies with any legal requirements governing the transfer of security deposits, Tenant agrees to look solely to the successor owner or manager for the return of Tenant's Deposit, and Landlord will no longer be legally responsible for the return of the Deposit to Tenant.

#### 5. RENT

Tenant agrees to pay Landlord rent of \_\_\_\_\_\_ per month payable in advance and without demand or notice.

Tenant also agrees to pay Landlord a lease administration fee equal to \$\_\_\_\_\_ with the first full month's rent, and \$25 per month each month thereafter. The Lease Administration Fee is based in part on the internal costs incurred for lease administration as well as the ongoing day-to-day operational expenses incurred by Grace Management.

Rent is due on the 1<sup>st</sup> day of the month and late if not paid on or before the 1<sup>st</sup> day of the month. Landlord may charge Tenant a fee for paying rent in certified or cashier's check, money order or electronic payment if Landlord also provides Tenant with an option to pay rent at no charge. When required by law, Landlord will make reasonable efforts to cooperate in good faith with Tenant's rental assistance application process, including providing necessary documentation to state or local housing agencies or administrators.

#### 6. UTILITIES

Landlord will pay for the following items, if checked: water sewer trash gas
electricity Tenant will pay for all other utilities, related deposits, and charges on utility bills connected
in Tenant's name or during Tenant's tenancy. Tenant must not allow utilities to become past due or disconnected
until the Agreement term ends or Tenant vacates the Premises, whichever is later. Utilities may be used only for
normal household purposes. Tenant must contact all utility providers and transfer services into Tenant's name
no later than Tenant's Lease start date. Failure to transfer utilities within 3 days after the Lease start date may
result in Tenant being charged Landlord's expenses related to the Landlord's attempts to transfer.

#### 7. DELAY OF OCCUPANCY

If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, Landlord is not liable to Tenant for the delay. The Agreement will remain in full force subject to: (1) abatement of rent on a daily basis during delay; and (2) Tenant's right to terminate as set forth below. If the delay is longer than 3 days, Tenant has the right to terminate this Lease. Termination notice must be in writing. After termination, Tenant is entitled only to a refund of Deposit(s) and any rent paid. Rent abatement or Agreement termination does not apply if the delay is for cleaning or repairs that don't prevent Tenant from occupying the Premises.

#### 8. LATE FEE / POST FEE

If Tenant's full rent and any other sums due (except for late fees) is not received on or before the 1<sup>st</sup> day of the month, Tenant will be delinquent, and all remedies under this Agreement will be authorized. If Tenant's rent is not received on or before the 8<sup>th</sup> day of the month, Tenant will pay a late charge of five percent (5%) of the rent that is past due. Tenant will pay a charge of \$20.00 for each returned check or actual bank charges, whichever is higher, plus late charges. Tenant will pay a fee of \$50.00 for any demand notice or any non-compliance notice served upon the Premises. This posting fee shall not be considered a late fee, rather, this posting fee is acknowledged to offset expenses incurred by Landlord, for the preparation and delivery of such notice. Unless modified by applicable law, Tenant's promise and covenant to pay rent under the terms of this Agreement is independent, absolute, without right to offset, or deduct by Tenant, for any reason whatsoever, including but not limited to any alleged breach by Landlord, claimed by Tenant. Tenant agrees to pay any Sheriff fees, incurred due to Tenant's non-payment of rent or Tenant's non-compliance of any Lease terms, provided that the Landlord is the prevailing legal party. Tenant acknowledges that Landlord may elect not to accept any payment from Tenant if that payment does not include the full amount due at that time. Landlord may, at our option, require at any time that Tenant pay all rent and other sums in certified funds.

**Domestic Violence Protections and Payment Plans.** If Tenant is a victim of domestic abuse, unlawful sexual behavior, or stalking as defined by C.R.S. § 38-12-402 and § 13-40-104(4)(e), and Tenant is served with a written demand for rent under this Lease, Tenant may be eligible to request a payment plan for rent arrears. To initiate this process, Tenant must submit written notice and provide qualifying documentation under C.R.S. § 38-12-402(2)(a). If Landlord receives proper notice and documentation, and if a payment plan is authorized by law, Landlord will not proceed with eviction as long as Tenant complies with the agreed terms of the payment plan.

#### 9. CONDUCT

The Premises may only be used as a private residence. Landlord disclaims that the Premises are suitable for Tenant to "work at home" and Landlord is not responsible for any loss of income, Tenant, Tenant's occupants, guests or invitees may incur resulting from or related to an inability to work in the Premises for any reason,

including but not limited to noise, disruptions or repairs. Landlord may limit or prohibit Tenant's right to photograph or video the Premises or others, including the use of camera/video doorbells. Tenant is prohibited from using drones on, in or above the Premises without Landlord's prior written consent, which may withheld for any reason. No commercial or business activity may be conducted in, or on, the Premises. The Premises and other areas reserved for Tenant's private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Tenant is not allowed to cause, maintain, or permit to remain on the property any deposit of trash. Landlord may regulate the use of patios, balconies, yards, driveways, and porches. Tenant is not allowed to store or keep or allow to be stored or keep any articles or materials, which Landlord classifies as junk, in Landlord's sole discretion. Tenant will keep the property clean, weeds pulled, shrubbery, lawn, trees, and bushes watered, mowed, and trimmed in a first class condition at all times. If, in Landlord's judgment, Tenant is not maintaining the lawn in a first class condition, Landlord may hire a lawn company to maintain and care for the lawn at Tenant's expense. Tenant must promptly notify Landlord if the sprinkler system or swamp cooler has not been activated or winterized for the season and must provide reasonable access for Landlord or its vendors to perform activation, maintenance, or seasonal shutdown. In sudden or extreme weather before service can occur, Tenant must take reasonable temporary steps to protect the Premises, such as shutting off exterior irrigation or covering exposed components. Tenant is liable for any damages resulting from failing to notify Landlord of needed seasonal changeover or failing to take reasonable protective steps during rapid-onset weather events. Tenant will be liable to Landlord for damage caused by or any guests, animals, agents, or occupants. Landlord may exclude guests or others who, in Landlord's judgment, have been violating the law, violating this Agreement or any other rules, or disturbing residents, other neighbors, visitors, owner representatives, or Landlord. Tenant and Tenant's occupants or guests may not engage in the following prohibited activities: loud or obnoxious conduct, disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the Premises; possessing, selling, or manufacturing illegal drugs or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by Colorado Law, discharging a firearm in or near the Premises; using the Premises for other than residential use.

Landlord is not responsible for any violation of the implied covenant of quiet enjoyment that is committed by a third party acting beyond the reasonable control of the Landlord.

No Smoking. Smoking, including but not limited to tobacco products, pipes, cigarettes, e-cigarettes, hookahs, vaping, in or around the Premises is not allowed. If Tenant, Tenant's occupants, guests or invitees smoke in or around the Premises, Tenant shall be responsible for all resulting costs and damages. Tenant shall at all times be solely responsible for ensuring that Tenant's occupants, guests and invitees are aware of Landlord's no smoking policy. Should any evidence of smoking be detected at any time, including by evidence of cigarette butts, Tenant will reimburse Landlord for its costs to reinspect the Premises for compliance, plus all painting and cleaning costs to mitigate any smoke smell or damage, as determined by Landlord.

Contacting Tenant. Tenant consents to receive calls and text messages from Landlord, its agents, or service providers at any telephone number provided by Tenant, including through the use of an automated telephone dialing system or prerecorded voice messages, for purposes related to the tenancy, including but not limited to maintenance, rent reminders, and other notifications. Tenant understands that message and data rates may apply, and that this consent is not a condition of renting the Premises. Tenant may revoke this consent at any time by notifying Landlord in writing.

# 10. VEHICLES

Tenant agrees that any abandoned, unlicensed, derelict, inoperable and / or wrongfully parked vehicles on the Premises may be towed from the Premises by Landlord, or a hired towing company, at Tenant's expense, in accordance with state towing laws. Tenant further agrees not to store and / or park any vehicle, trailer, camper, boat, or any other similar recreational item or vehicle on the Premises without Landlord's written consent. Tenant agrees not to store and / or park any commercial or public vehicle on the Premises under any conditions. Tenant agrees not to make any repairs of the aforementioned motor vehicle and / or recreational items on the Premises without Landlord's written consent. Landlord may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Landlord may have illegally parked

vehicles towed without notice. A vehicle is prohibited from the Premises if it: (1) has flat tires or other conditions rendering it inoperable; (2) takes up more than one parking space; (3) belongs to a resident or occupant who has surrendered or abandoned the Premises; (4) blocks another vehicle from exiting; (5) is parked in a fire lane or designated "no parking" area; or (6) is parked in a space marked for other resident(s) or unit(s) (7) has an excessively loud exhaust system. Tenant will pay for the cost of removal of oil, drips, or stains in any assigned driveway, parking area or garage.

#### 11. RESIDENT SAFETY / PROPERTY LOSS

Tenant and all occupants and guests must exercise due care for Tenant's own and others' safety and security, especially in the use of smoke detectors, CO detectors, door and window locks.

**Smoke and CO Detectors.** Landlord will furnish smoke and carbon monoxide (CO) detectors, and Landlord will test them and provide working batteries when Tenant first takes possession. After that, Tenant must keep, test, replace/pay for batteries, if necessary, and maintain both safety devices in good repair. Landlord may replace dead or missing batteries at Tenant's expense, without prior notice to Tenant. Tenant must immediately report detector malfunctions to Landlord. Neither Tenant nor others may disconnect detectors. Tenant will be liable to others and Landlord for any loss or damage from fire, smoke, or water if that condition arises from Tenant's disconnection or failure to replace batteries, or from Tenant not reporting malfunctions.

Casualty Loss. If the Premises or any part of the Premises is destroyed or damaged due to fire, explosion, by any other casualty, or for any other reason, or if the Premises or any part of the Premises become unsafe, hazardous, or uninhabitable as defined by applicable statutes, Landlord or Tenant in accordance with applicable law may either terminate this Lease, or Landlord may repair the Premises. Rent shall not abate unless required by law. If the damage or casualty event is due to the negligence or intentional conduct of Tenant, Tenant's occupants, guests or invitees, the rent shall not abate or prorate, and Tenant shall be liable to Landlord for any amounts due under this Lease, plus all damage caused by such negligent or intentional conduct. Landlord is not liable to any Tenant, guest, family member, or occupant for personal injury or damage or loss of personal property from fire, smoke, rain, flood, environmental problems, mold, water leaks, hail, ice, snow, lightning, wind, explosions, and interruption of utilities. Landlord is not liable for any loss of food due to refrigerator or other appliance failures. Landlord has no duty to remove any ice, sleet, or snow, but may remove any amount with or without notice. Unless Landlord instructs otherwise, Tenant must, for 24 hours a day during freezing weather - (1) keep the Premises heated to at least 50 degrees; (2) keep the outside water spigot disconnected. Tenant will be liable for damage to Landlord's and others' property if damage is caused by broken water pipes due to Tenant violating these requirements. If Tenant asks our representatives to perform services not contemplated in this Agreement, Tenant will indemnify Landlord (that is, hold Landlord harmless) from all liability for those services. Unless otherwise provided by law, Landlord is not liable to Tenant or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Landlord is not obliged to furnish security personnel, security lighting, gates or fences, or other forms of security unless required by statute. Landlord is not responsible for obtaining criminal history checks on any resident, occupants, or representatives of Landlord. Tenant agrees to hold Landlord harmless and to indemnify Landlord against any losses, damages, or claims, including attorneys' fees and costs, made by Tenant for all risk assumed by Tenant under this section. Because Tenant is not covered by Landlord's insurance and because of the risk assumed by Tenant under this section, Landlord recommends and urges Tenant to secure adequate renter's property and liability insurance to insure to protect Tenant against the risk of losses. Tenant agrees that all property kept in the Premises shall be at the risk of the Tenant. To the greatest extent permitted by law, Tenant agrees to indemnify and hold Landlord and Landlord's agents harmless against and from any lawsuit, loss, cost, expense, damage, or claim including reasonable attorneys' fees and costs arising from, relating to, or resulting from any injury, whether to property or to person, whether to Tenant, Tenant's family, occupants, guests, invitees, animal, or any person entering the Premises or the community of which the Premises is a part or relating to or arising from any act of negligence of Tenant, Tenant's occupants,

guests, invitees, or animals, or any person on the Premises as a result of Tenant. This indemnification shall survive the termination or expiration of the Lease. Tenant and Landlord mutually waive any insurance subrogation rights or claims against each other, their agents, and their insurers. No employee, Landlord, or management company is personally liable for any of Landlord's contractual, statutory, or other obligations merely by virtue of acting on behalf of Landlord. All provisions regarding Landlord's non or no-liability and noduty apply to Landlord's employees, Landlords, and management companies.

#### 12. MAINTENANCE

Every tenant is entitled to safe and healthy housing under Colorado's warranty of habitability, and a landlord is prohibited by law from retaliating against a tenant in any manner for reporting unsafe conditions in the tenant's residential premises, requesting repairs, or seeking to enjoy the tenant's right to safe and healthy housing.

(Check this box if Tenant is not responsible for maintenance of the landscaping) Tenant acknowledges that Tenant has inspected the Premises, and Tenant agrees that they are safe, and in good order and repair, including all window and door locks and smoke and CO detectors, unless otherwise indicated. Tenant acknowledges that no condition exists in the Premises that materially interferes with Tenant's life, health, or safety. To the fullest extent permitted by applicable law, Tenant is responsible, at Tenant's own expense for: (a) maintaining the Premises and landscaping in good repair and sanitary manner including all equipment, appliances, smoke and CO detectors, plumbing, heating and air conditioning, and will surrender the same, at termination, in as good condition as received, normal wear and tear excepted; (b) all pest control policies shall comply with HB19-1328; (c) cleaning drain and sewer blockage(s) not caused by broken lines, or tree roots; (d) clearing all blockages of garbage disposal and repairs, (e) replacing any and all interior or exterior glass that becomes broken or cracked for any reason and any window or door screens that become torn or ripped for any reason; (f) changing any and all furnace filters at least quarterly; (g) maintaining all appliances; (h) re-lighting of furnaces, hot water heaters and gas fireplaces. Tenant will not paint, paper, redecorate, or make alterations to the Premises without prior written consent from Landlord. Landlord shall have the right to make any repair or perform any maintenance that is Tenant's responsibility, if Tenant fails to make any repair or perform any maintenance required under the terms of this Agreement within ten (10) days written demand by Landlord. The owner will initially provide the following appliances:

Central Air Conditioning	Refrigerator	Dishwasher	Stove	Microwave
Washing Machine Clo	othes Dryer N	umber of Garage D	oor Openers pi	ovided
Number of House Keys provi	ided (if extra are need	ed, the resident will	l be responsible	e for making copies)
Number of Mail Keys provid	edNumber/Ty	pe of Community k	Keys provided	

## 13. REQUESTS / REPAIRS / MALFUNCTIONS

In any circumstance or situation, which involves immediate, imminent, or substantial risk of harm or damage to property or persons, their health or safety, Tenant shall notify Landlord immediately of any such circumstances, situation, malfunction, or necessity for repair.

Landlord will act with customary diligence to make repairs and reconnections. Rent will not abate. Tenant will be responsible for all costs of repairs due to Tenant or Tenant's occupants' or guests' conduct or negligence. Tenant is solely responsible for setting appointments with, the meeting of, and allowing access for any vendor or repair-person.

Tenant may mail or personally deliver written notice of an uninhabitable condition to our office at 2200 E. 104<sup>th</sup> Ave. #105, Thornton, CO, by email at <a href="mailto:info@rentgrace.com">info@rentgrace.com</a>, or through our online tenant portal at www.RentGrace.com.

El inquilino puede enviar por correo o entregar personalmente un aviso por escrito de una condición inhabitable a la 2200 E. 104<sup>th</sup> Ave. #105, Thornton, CO, o por correo electrónico a <u>info@rentgrace.com</u>, o a través de nuestro portal para inquilinos en línea por nuestra página de www.RentGrace.com

#### 14. REIMBURSEMENT

Tenant must promptly reimburse Landlord for loss, damage, and repair service calls where the cost of repairs or service caused in the Premises were by Tenant, or Tenant's guests, or occupants' improper use or negligence. Tenant agrees to pay for any service-trip charge if Tenant fails to meet a vendor for an appointment or if the vendor determines that no repair was needed or necessary. Landlord may require payment at any time, including advance payment of repairs for which Tenant is liable. Any delay in Landlord demanding the sums Tenant owes is not a waiver.

## 15. OTHER RESIDENTS / ASSIGNING AND SUBLETTING

Tenant is prohibited from subletting or renting, or listing or advertising for subleasing or rental, all or any portion of the Premises to a third party, whether for an overnight use or longtime duration, with or without compensation, including overnight stays arranged on Airbnb.com or similar forums. Persons not listed in Section 2 must not stay in the Premises for more than five (5) consecutive days without Landlord's prior written consent, and no more than two occasions in any one-month. Tenant will not assign this Agreement, or sublet the Premises, or any part thereof, and will not allow any person to occupy the same other than those occupants listed above to whom the Premises are rented under this Agreement without Landlord's prior written consent, which Landlord may withhold in its sole and absolute discretion. The Landlord may assign this Lease.

#### **16. PETS**

No pets of any kind are allowed (even temporarily) anywhere on the Premises, unless Landlord authorized in writing. If Landlord discovers a pet on the Premises, Tenant will be in default of the Agreement and will reimburse Landlord for costs to reinspect the Premises for compliance. Landlord may require Tenant to complete an online registration for the animal.

#### 17. WHEN LANDLORD MAY ENTER

Landlord will have the right to enter the Premises, with notice when practical, without notice when not practical, at any reasonable time to examine, inspect, repair the same, show to prospective purchasers, mortgages, or lessees of the Premises or for any other legitimate or necessary purpose, without the same constituting an eviction in whole or in part. To promote customer service and to ensure compliance with Landlord's legal requirements, all inspections and maintenance inside the Premises may be recorded. The rent will not abate during any period that Landlord enters. Tenant agrees that Landlord is not required to provide 48 hours' notice to inspect and treat the Premises for bed bugs.

## 18. DEFAULT BY RESIDENT

Tenant will be in default if: (1) Tenant doesn't pay rent or other amounts that Tenant owes when due; (2) Tenant or any guest or occupant violates this Agreement, or fire, safety, health or criminal law (regardless of whether arrest or conviction occurs), (3) Tenant violates any community or Home Owner Association rule(s) or regulation(s), (4) Tenant abandons the Premises, (5) Tenant gives incorrect or false information in a rental application or portable tenant screening report; (6) Tenant or any occupant is arrested for a criminal offense involving actual or potential harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia as defined in Federal Law or Colorado Law; or (7) any illegal drugs or paraphernalia are found in the Premises. If Tenant is delinquent in paying amounts due, including paying Landlord Tenant's initial move-in charges and Deposit(s), Tenant will be in material violation of this Agreement. If in default, Landlord may exercise one or more of the following remedies, without limiting any other right or remedy:

Eviction. If Tenant defaults, and Tenant fails to cure the violation, Landlord may end Tenant's right to occupy by giving the notices required by Colorado law and then Landlord can exercise all legal rights. After giving notice to vacate or filing an eviction suit, Landlord may still accept rent or other sums due; the filing, or

acceptance doesn't waive or diminish Landlord's right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive Landlord's rights to damages, past or future rent, or other sums. **Other Remedies.** Upon default, Landlord has all other legal remedies, including Agreement termination. If any court or legal order restrains or bars Tenant from the Premises, Landlord may deny Tenant access to the Premises, including by changing the locks.

**Domestic Violence Protections and Payment Plans.** If Tenant is a victim of domestic abuse, unlawful sexual behavior, or stalking as defined by C.R.S. § 38-12-402 and § 13-40-104(4)(e), and Tenant is served with a written demand for under this Lease, Tenant may be eligible to request a payment plan for rent arrears. To initiate this process, Tenant must submit written notice and provide qualifying documentation under C.R.S. § 38-12-402(2)(a). If Landlord receives proper notice and documentation, and if a payment plan is authorized by law, Landlord will not proceed with eviction as long as Tenant complies with the agreed terms of the payment plan.

#### 19. DEFAULT BY OWNER

Landlord will act with customary diligence to: (1) maintain fixtures, hot water, heating and A/C equipment, as applicable; (2) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and (3) make all reasonable repairs, subject to Tenant's obligation to pay for damages for which Tenant is liable. If Landlord violates any of the above, (a) Tenant must make a written request for repair or remedy of the condition; (b) after receiving the request, Landlord has reasonable time or the time required by applicable law, to repair, considering the nature of the problem and the reasonable availability of materials, labor and utilities; (c) if Landlord hasn't diligently tried to repair within a reasonable time, Tenant may exercise the remedies available to Tenant pursuant to C.R.S. § 38-12-501, et seq. Landlord's failure to make any repair will not constitute a breach of this Agreement by Landlord unless such failure makes the Premises uninhabitable.

#### 20. FORCE MAJEURE

Landlord shall not be liable for any failure or delay in performing any of their respective obligations under this Lease when such failure or delay is caused by events beyond the reasonable control of Landlord, including but not limited to acts of God, war, terrorism, civil commotion, labor disputes, strikes, pandemics, governmental orders or regulations, embargoes, fire, flood, or other natural disasters ("Force Majeure Event"). The time for performance of any obligation shall be extended for the period during which performance is prevented due to the Force Majeure Event. Notwithstanding the foregoing, a Force Majeure Event shall not relieve Tenant of its obligation to pay Rent or other sums due under this Lease, unless such payment is specifically excused by applicable law or a written agreement between the parties.

## 21. PAYING SUMS DUE

Payment of all sums is an independent covenant. Monies paid by Tenant shall be applied to the amounts Tenant owes in the following order: (1) rent, (2) other sums due from Tenant. All sums other than rent (which is due on the first) are due upon Landlord's demand. After the due date, Landlord does not have to accept any payments which are less than the full amount due, for rent or any other payment, except as required by law.

#### 22. HOLDOVER

Landlord may terminate Tenant's tenancy at the end of any term, extension, renewal, or month-to-month tenancy, in accordance with applicable law. If with Landlord's consent, Tenant continues in possession of the Premises after expiration of the Lease Term, any extension, or renewal, this Agreement shall become a month-to-month tenancy, subject to all of the terms and conditions of this Agreement. The Agreement shall then remain in effect on a month-to-month basis until terminated by either party, in accordance with the requirements set forth in any applicable provision of this Lease Contract or applicable law. If Tenant holds over and goes month to month, Tenant will be liable for and agrees to pay a month-to-month fee equal to 25% of the current monthly rental rate. This month-to-month fee is not rent or additional rent but consideration paid by Tenant to Landlord for the privilege of being allowed to occupy the Premises on a short-term basis without having to commit to a longer

term, and Tenant having the flexibility to terminate the Agreement on notice required by this Agreement. If the parties agree to a new Lease term, Tenant will no longer be liable for paying the month-to-month fee. If either Tenant or Landlord gives notice to vacate, Tenant shall vacate on or before the date specified in the notice. If, without Landlord's consent, Tenant continues in possession of the Premises, and fails to vacate or fail to turn in any keys after expiration and termination of any Agreement term, extension, or renewal, or after any notice to vacate, Tenant shall be wrongfully holding over. For any wrongful holdover period, Tenant shall pay Landlord rent in the amount of two (2) times the daily rent calculated by using the monthly rent from the preceding month. Tenant agrees that any unpaid sums or charges pursuant to this Lease will carry over to any renewal lease or extension agreement. If any Tenant(s) vacates the Premises, all remaining Tenant(s) agree Landlord may require the remaining Tenant(s) to submit documentation confirming the remaining Tenant(s) continue to qualify to rent the Premises before Landlord will enter into a renewal lease or lease extension agreement with the remaining Tenant(s).

#### 23. NOTICE TO VACATE

If this Agreement is a month-to-month lease or becomes a month-to-month lease, Tenant will give Landlord at least thirty (30) days written notice of Tenant's intent to vacate the Premises. In order for Tenant's notice to be valid, all Tenants who executed the Agreement must sign the notice. Tenant's notice of intent to vacate will only be valid on the date the notice is actually received by and receipted for, by Landlord. If Tenant provides Landlord with a written notice to vacate or intent to move-out, Tenant may not withdraw that notice. Tenant shall vacate on or before the vacate date in the notice and the vacate date must be the last day of a calendar month. If Tenant is on a month-to-month tenancy, and Tenant vacates without this required and proper notice, Tenant will be liable to Landlord for the actual losses Landlord incurs as a result of Tenant's failure to provide the required notice. In addition, Tenant shall also be liable to Landlord for any other charges or amounts due, including but not limited to utilities, cleaning, or any damages to the Premises, above normal wear and tear, and Landlord will retain all remedies for other non-compliance with the Lease. The Premises are considered vacated at the time Tenant returns the keys to the Grace Property Management office.

**Domestic Survivors** – **Right to Terminate.** Legally eligible Domestic Survivors may terminate this Lease without penalty in accordance with the law. Tenant may initiate a Lease termination process by submitting written notice under C.R.S. § 38-12-402(2)(a); however, termination is not effective unless Landlord receives qualifying documentation from Tenant, either with Tenant's notice or within seven (7) days of Landlord's written request.

## 24. CLEANING UPON VACATING

Tenant acknowledges that when Landlord gave possession of the Premises to Tenant, the Premises was completely and professionally clean, without damage, and in an overall first-class condition, and to Tenant's satisfaction. Tenant must thoroughly clean the Premises upon vacating. If Tenant doesn't clean adequately, Tenant will be liable for reasonable cleaning charges in accordance with C.R.S. § 38-12-103, et seq. Tenant acknowledges receiving a check-in sheet upon signing this Agreement. Tenant will have 5 days from the starting date of this Agreement to return the check-in sheet to Landlord. This check-in sheet will be considered received when Landlord gives Tenant a copy, signed by Landlord. If Tenant does not have a check-in sheet signed by Landlord at the time of Tenant move out, and Landlord does not have the same, signed by both Landlord and Tenant, or if Tenant turned in Tenant's check-in sheet more than 5 days after the starting date of this Agreement, then the Premises will be considered to have been completely clean and without any damage at the time of Tenant's move in.

#### 25. OTHER CHARGES

Tenant will be liable for the following charges, including but not limited to: unpaid rent, unpaid utilities and utility disconnect fees; un-reimbursed service charges; damages or repairs (beyond normal and reasonable wear); replacement cost of Landlord's property that Tenant received, or was in, or attached to the Premises and is missing or damaged; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to

let in company representatives for any reason; unreturned keys; missing or burned out light bulbs; stickers, scratches, burns, stain or holes; removing unauthorized security devices; packing or removing property; removing illegally parked vehicles; HOA fees or fines; late payment and returned check charges; any valid eviction proceeding against Tenant, plus court-awarded attorney's fees, court costs, sheriff's fees, and filing fees; and all other sums due. If Tenant vacates owing monies and Landlord initiates collections, either through using a 3<sup>rd</sup> party collection firm, or in-house, Tenant will pay an additional 30% in collection costs on all amounts owed and all legal and related fees of collection, with or without suit, including legal fees and court costs.

#### 26. BREAKING THE LEASE

Should Tenant vacate the Premises at any time before the Agreement expiration date, Tenant shall continue to pay all rent, charges, fees, including utilities and lawn upkeep expenses. Tenant shall pay these amounts as due, until either the Premises is re-rented, or until the Agreement expiration date, whichever occurs first. Landlord shall make reasonable and customary efforts to re-rent the Premises. In addition to paying all sums due, Tenant shall reimburse Landlord its actual reletting costs and expenses which are reasonably necessary to re-rent the Premises. Costs and losses include, but are not limited to, advertising, showing the Premises to prospective tenants, utilities for showing, checking prospects, office overhead, marketing costs, locator-service fees, future or past-due rent, repayment of concession or discounts, leasing fees paid to Agent, charges for cleaning, repairing, repainting, or unreturned keys, or other sums due.

#### 27. SURRENDER / ABANDONMENT

Tenant agrees that if Tenant abandons or vacates the Premises and leaves behind personal property of Tenant, occupants, guests, invitees, or any other person claiming them, Landlord will have the right to remove and dispose of said personal property as Landlord will see fit, in accordance with applicable law, at Tenant's sole risk and cost and without recourse by Tenant or any person claiming under or through Tenant against Landlord. If Tenant does not occupy the Premises for more than fifteen consecutive days without written notice to Landlord, Landlord may presume that it is Tenant's intent to abandon the Premises and any personal property within the Premises. Tenant covenants to occupy the Premises, and Tenant will be in default if Tenant does not occupy the Premises on a regular, continuing, and consistent basis. If Tenant has not removed any and all personal property from the Premises at the time Tenant has surrendered or abandoned the Premises, it will be presumed that Tenant's intent is to abandon such personal property. Tenant acknowledges that Landlord is in the business of renting the Premises and the removal of the property is necessary to Landlord's livelihood as such, Tenant will indemnify Landlord against any claim or cost for any damages or expense with regard to the removal, disposal and / or storage of the property, including allowable attorneys' fees and costs regardless of who makes a claim against Landlord in connection with Landlord's removal of any property. Tenant will have abandoned or surrendered the Premises if Tenant turns in any keys, regardless of whether rent is paid or not. Tenant will have abandoned or surrendered the Premises if any of the following events occur and if Tenant's personal belongings have been substantially removed, and Tenant does not appear to be living in the Premises in Landlord's reasonable judgment: (1) Tenant's moveout or notice-to-vacate date has passed; (2) Tenant is in default for non-payment of rent for 10 consecutive days; (3) Water, gas, electric, or any other utility for the Premises connected in Tenant's name has been terminated or disconnected; (4) Landlord is in the process of judicially evicting Tenant for any reason and Tenant fails to respond for 2 consecutive days to any notice posted on the Premises stating that Landlord considers Tenant to have abandoned the Premises. If Tenant abandons the Premises or vacates the Premises upon the expiration or termination of this Agreement while leaving personal property within the Premises, Tenant specifically and irrevocably waives all title and interest Tenant has to such property and grants to Landlord full authority to immediately dispose of same in accordance with applicable law, without accountability. Pursuant to Colorado law, the Premises is also abandoned upon the death of a sole Tenant if (1) the personal

representative of Tenant's estate notifies Landlord in writing that the estate is surrendering possession of the Premises and any remaining personal property; or (2) thirty days have passed since the death of the Tenant and (a) rent remains unpaid; or (b) substantially all of the Tenant's property has been removed.

#### 28. JOINT & SEVERAL LIABLITY

Each Tenant is jointly and severally liable for all Agreement obligations. If Tenant or any guest or occupant violates the Agreement, all Tenants are considered to have violated the Agreement. Landlord's requests and notices to any Tenant constitute notice to all Tenant and occupants. Notices and requests from any Tenant or occupants constitutes notice from all Tenants (except notice to vacate under section 22). In eviction suits, any one of multiple Tenants is considered the agent of all other Tenants in the Premises for service of process.

#### 29. JURY WAIVER / ATTORNEYS' FEES

Tenant and Landlord agree that any action or proceeding in which Landlord is seeking possession of the Premises from Tenant, a trial shall be heard by a court sitting without a jury. In any disputed court action where the court resolves the dispute and determines the prevailing party, the court shall also award to the prevailing party its reasonable attorneys' fees and costs, and the non-prevailing party shall be liable to the prevailing party for payment of any court awarded attorneys' fees and costs. If Landlord filed an eviction due to Tenant's Agreement breach, including breaching for non-payment of rent, regardless of the outcome or disposition by the Court, Tenant agrees upon request that the Court shall make a determination who the prevailing party was in any eviction and whether any attorneys' fees and court costs sought by any party are reasonable. If, for any reason, the Court does not make such a determination in any eviction lawsuit between the parties, Tenant and Landlord agree that a court in any subsequent action between Tenant and Landlord shall make that determination. Tenant agrees that suit shall have the broadest possible meaning and includes by way of example, but not by way of limitation, any lawsuit, governmental agency action, including but not limited to, any fair housing claim, or any other proceeding, between Tenant and Landlord to enforce this Agreement, arising from this Agreement, or in any way connected with this Agreement or Tenant's tenancy at the Premises, including but not limited to, litigation concerning Tenant's Deposit. Cap on Attorneys' Fees: The attorneys' fees and costs awarded to the prevailing party shall not exceed \$2,500.

## **30. STATUTORY RIGHT TO PAY**

If Tenant exercises Tenant's statutory right to pay, Landlord only has to accept Tenant's payment if Tenant fully pays all amounts due according to the eviction notice, as well as any rent that remains due under this Agreement. If Tenant exercises Tenant's right to pay, Tenant agrees to <u>pay in certified funds</u>.

## 31. INTERPRETING THIS AGREEMENT / NON-WAIVER

No action or omission of Landlord or its representative(s) will be considered a waiver of any subsequent violation, default, or time of performance. Landlord not enforcing or belatedly enforcing written notice requirements, rental due dates, acceleration, liens, or other rights, isn't a waiver under any circumstances. Exercising one remedy won't constitute an election or waiver of other remedies. All remedies are cumulative. This Agreement is subordinate to existing and future recorded mortgages. No waiver of any term, provision or condition of this Agreement, in any one or more instances, will be deemed to be or will be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision, condition or right under this Agreement. Landlord's acceptance of any sums of money from Tenant following an event of default will be taken to be a payment on account by Tenant and will not constitute a waiver by Landlord of any rights, nor will any such payment cure Tenant's default if such payment is less than the full amount due and outstanding, nor will any such payment from Tenant reinstate this Agreement if previously terminated by Landlord.

#### 32. SUBORDINATION

This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any mortgage, deed of trust, or other security interest (collectively, "Mortgage") which now or hereafter encumbers the Premises or the property of which the Premises are a part, and to all renewals, modifications, consolidations, replacements, and extensions thereof. Tenant agrees to execute any documents reasonably requested by Landlord or any Mortgagee to confirm such subordination.

#### 33. BINDING EFFECT

This Agreement will be binding upon and insure to the benefit of Landlord and Tenant and their respective successors and assigns. Landlord shall not be legally bound by this Agreement until Landlord has delivered an executed copy to Tenant. However, Tenant's execution shall constitute an offer to lease the Premises pursuant to the terms of this Agreement, which offer shall remain irrevocable for a period of seven (7) days after the date of execution by Tenant.

#### 34. AMENDMENTS

This Agreement contains the entire agreement between Landlord and Tenant and may not be modified in any manner except by an instrument in writing signed by both parties. As an alternative to physical delivery, any signed documents and written notice may be delivered in electronic form via fax or email.

# 35. SEVERABILITY AND SAVING CLAUSE - ELECTRONIC SIGNATURES

Invalidation of any one of the foregoing provisions, covenants, or promises by judgment or court order will in no way affect any of the other provisions, covenants, or promises contained in this Agreement, which will remain in full force and effect. No provision, covenant, or promise contained in this Agreement will be deemed invalid or unenforceable because such provision, covenant, or promise does not provide for or grant Landlord or Tenant equal or reciprocal rights. If any court of competent jurisdiction determines or finds that any provision, covenant, or promise does not provide for or grant Landlord or Tenant equal or reciprocal rights, the specific provision, covenant, or promise so found will be interpreted by the court to grant Landlord or Tenant equal or reciprocal rights under the provision, covenant, or promise at issue. However, before interpreting any provision, covenant, or promise as granting Landlord or Tenant equal or reciprocal rights under this provision, the court will have to have initially determined that the provision, covenant, or promise at issue is unenforceable or void under Colorado law because such provision, covenant, or promise does not provide for or grant Landlord or Tenant equal or reciprocal rights. This Lease may be executed and delivered by electronic means, including by electronic signature or scanned copies of signatures sent via email or other electronic means. Landlord and Tenant agree that such signatures shall be deemed to be original and fully enforceable for all purposes, and this Lease may be maintained in electronic form and shall be considered an original document.

## 36. ONLY AGENT ENTITY LIABLE

Grace Property Management and Investment Corporation, is designated by the Owner as its General Agent with authority to manage, lease, and administer the Premises and Property and to enter into, administer and enforce this Agreement. In the event of any actual or alleged failure, breach or default by Agent: 1) Tenant's sole and exclusive remedy will be against property owner, or Agent entity and Agent's entity assets, and not against any person, company employee, company licensee, or company owner or owner or any owner entity; 2) Tenant will not sue or name in any individual capacity any individual, partner, member of Agent or Agent entity in any action or lawsuit; 3) Tenant will not serve with legal process any individual, partner, member of Agent or Agent entity in any action or lawsuit; 4) In the event Tenant breaches the covenant to not serve legal process on any individual, partner, member of Agent or Agent entity in any action or lawsuit, any such individual, person, or entity so served will not be required to answer or otherwise plead to any service of process; 5) Tenant will not take any judgment against any individual, partner, owner, member of Agent entity in any action or lawsuit; 6) any judgment taken by Tenant against any individual, partner, member or Agent entity in any action or lawsuit may be vacated and set aside by any individual, partner, owner, member of Agent or Agent

entity as to them, each of them, any of them; 7) Tenant will not levy or cause to be levy or execute any writ of execution or similar writ against any assets of any individual, partner, owner, member of Agent or Agent entity. Tenant's covenants in this section are enforceable both by Agent and by any individual or entity that is protected or benefited by such covenants. To the maximum extent permitted by applicable law, Tenant specifically agrees to look solely to the Agent for the recovery of any judgment against Agent, it being agreed that Agent and any of its related and affiliated entities (and any of its past, present, or future officers, members, trustees, employees, partners, owners, shareholders, insurers, agents and representatives) will never be personally liable for such judgment.

## 37. LIMITED RECOURSE

Agent's liability under or in connection with the Agreement, including, without limitation, for any defaults thereunder or breaches thereof, or any other action or cause, shall be limited strictly to actual, out-of-pocket damages incurred by Tenant as a direct result of Owner or Agent breach or default of the Agreement, and such damages shall be limited to an amount not to exceed the aggregate net sum of rents collected from Tenant under the Agreement and actually received by Owner. To the fullest extent permitted by law, Tenant hereby agrees to waive any and all other claims, causes of action, damages, and remedies against the Agent or Owner of any kind or nature, including, without limitation, punitive or consequential damages. In further limitation of the foregoing, Tenant agrees that Tenant will look solely to the estate and property of Owner in the land and buildings comprising the Premises, and subject to prior rights of any mortgagee of the Premises of any part thereof, for the collection of any judgment (or other judicial process) requiring the payment of money by Owner, and no other assets of Owner shall be subject to levy, execution, or other procedures for the satisfaction of Tenant remedies. Tenant also agrees not to initiate suit against, or attempt recovery from, any partner, shareholder, owner, officer, director, member, manager, employee, agent or representative of Owner or Agent if ownership of the Premises is held in an entity rather than an individual.

#### 38. CUMULATIVE REMEDIES

Each right and remedy provided for in this Agreement will be cumulative and will be in addition to every other right or remedy provided for in this Agreement now or hereafter existing at law or in equity. The exercise or commencement of the exercise by Landlord or anyone or more rights provided for in this Agreement or at law will not constitute an election by Landlord or preclude the simultaneous or subsequent exercise by Landlord of any or all other rights or remedies.

#### 39. FAIR HOUSING

Landlord is dedicated to honoring federal, state, and local fair housing laws. Landlord will not discriminate against any tenant because of their race, color, religion, national origin, familial status, disability, sex, sexual orientation, gender identity, immigration/citizenship status, or military/veteran status. C.R.S. § 24-34-502(1) prohibits source of income discrimination and requires a non-exempt landlord to accept any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person, including income derived from any lawful profession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program. Prior to the making of any modifications, Tenant and Landlord may be required to enter into a modification agreement to govern the approval and implementation of any modifications.

## 40. GOVERNING LAW / HEADINGS & CAPTIONS

This Agreement and all Addenda shall be governed by and construed in accordance with the laws of the State of Colorado. Venue is proper exclusively in the county in which the Premises are located. The section headings are inserted only for convenient reference and do not define, limit, or prescribe the scope of this Agreement or any exhibit attached hereto.

#### 41. ADDITIONAL PROVISIONS.

WAS PREPARED BY GRACE PR	PROVED BY THE COLORADO REAL ESTATE OPERTY MANAGEMENT & REAL ESTATE'S	
TSCHETTER SULZER MUCCIO,	PC. 2023_1110	
Tenant / Resident (Print)	Tenant / Resident (Signature)	date
Tenant / Resident (Print)	Tenant / Resident (Signature)	date
Tenant / Resident (Print)	Tenant / Resident (Signature)	date
Tenant / Resident (Print)	Tenant / Resident (Signature)	date
Tenant / Resident (Print)	Tenant / Resident (Signature)	date
Tenant / Resident (Print)	Tenant / Resident (Signature)	date
Grace Property Management (Agen	t for Owner) (Signature)	date
ByAgent's Printed Name		