## **GTS c/o Metro West Investments**

1630 30<sup>th</sup> Street, Suite 252, Boulder, CO 80301 (303) 442-5076

\*\*\*THIS SAMPLE LEASE AGREEMENT IS FOR REVIEW ONLY\*\*\*
REVIEW FINAL LEASE CAREFULLY FOR UPDATES AND/OR REVISIONS

# Lease Agreement version 1/2011

This legally binding Lease Agreement is made and entered into effectiveby and between GREGORY T. SIMMONS, c/Metro West Investments, 1630 30 <sup>th</sup> Street #252, boulder, CO 80301, Telephone (303) 442-5076, hereafter "Simmons", and, hereafter collectively "Resident". Of "Resident." If "Resident" is more than
one person then all persons signing this Lease are jointly and severally liable, which means that each person individually and all persons collectively are fully responsible for satisfying all obligations of this Lease. Specifically, any one person signing this Lease may be responsible for any and all damages, even if caused by another person, and one person may be responsible for the entire rent payment if other persons do not pay.
WITNESSETH:  1. <u>Leased Premises:</u> Simmons hereby Leases unto Resident upon the terms and conditions of this Lease Agreement, the property described as, Boulder, Colorado, hereafter "Premises."
2. Occupancy-Use: The Premises shall be occupied for Residential purposes only with no more thanpersons living on the Premises all as required by the City of Boulder zoning laws. Tenant shall be liable for fines or penalties and cost associated with over occupancy and zoning violations.
3. <u>Term:</u> This Lease, and your right to occupy the Premises, shall commence at 12:00 noon on <u>August</u> and shall automatically end without notice at 12:00 noon on <u>August</u> .
4. Base Rent: 4.1 The base rent for the full term of this Lease shall be paid in monthly installments of \$_which are due and payable in advance by 12:00 noon on the last business day of each month for the next month. The first month's rent of \$shall be due and payable in full on August 1, Each month's rent and expenses shall be paid by one check for all Residents made payable to Gregory T. Simmons at 1630 30th Street, #252, Boulder, CO 80301. If more than one check is sent a fee of \$10.00 shall be added for each additional check. Do not send cash, as you will be responsible for any loss of that cash.
4.2 Resident agrees to pay a late fee of \$25.00 plus \$10.00 per day if rent payment is not received by Simmons on the date and tim set forth herein. Rent payments made more than 10 (ten) days after the due date shall be paid with a certified check which includes all late fees. Simmons will not accept a rent payment received more than ten (10) days after the due date unless it is certified and includes late fees. Further, if a check is returned unpaid by the bank for insufficient funds or otherwise, Residents agrees to pay a fee of \$50.00, plus a late fee of \$10.00 per day until the check is covered with a certified check including the payment of all fees. After two checks from a particular tenant are returned from the bank due to insufficient funds or otherwise, Simmons will no longer accept personal checks from that tenant. Resident understands and agrees that these fees will be strictly enforced by Simmons.
4.3 All payments received by Simmons will be applied first to pay expenses and fees, including, but not limited to, late fees, returned check fees, Resident's maintenance, utilities, if any, and lastly, to the rent. If any fees go unpaid, Simmons has the right to double these unpaid fees and deduct them from the Security Deposit at the end of the Lease.
4.4 <b>Simmons will not accept payments from any person, other than those names on this Lease</b> . Parent or guardian making a payment for a Resident, must indicate the name of his/her child on the memo line of the check.
4.5 Resident agrees that in the event Simmons is unable to deliver the possession of the Leased Premises upon the date the term of this Lease is to commence, this Lease shall not be void or voidable, nor shall Simmons be liable for any loss or damage resulting therefrom, but there shall be an abatement of rent for the period between the commencement of the Lease term and date possession is delivered to Resident.
5.1 Resident shall at the time of execution of this Lease Agreement pay Simons a deposit of \$, payable 1/2 (\$) upon signing this Lease and the final 1/2 (\$) due in full, on August 1 This Security Deposit is to be retained as security for performance by Resident of all the terms and conditions of this Lease Agreement. In the event Resident fails to pay the Security Deposit when due or Resident's check is not honored by the bank, Simmons may re-rent the Premises, without notice to Resident, at Resident's expense.  Simmons will not accept payments from any person, other than those named on this Lease. Parent or guardian making a payment for a Resident, must indicate the name of his/her child on the memo line of the check.
5.2 Simmons will make deductions from this deposit for any reasonable cost of cleaning and repairs to the Premises (ordinary wea and tear expected). Residents will be charged for the cost of carpet cleaning at the end of the Lease term. Residents will also be charged for any costs and expenses incurred by Simons as a result of Resident's failure to honor the terms of this Lease Agreement. If Simmons's costs and expenses exceed the amount of the deposit, Resident shall pay the additional amount to Simmons on demand.
5.3 The deposit, with simple interest earned at a rate determined by the City of Boulder @ .35%, will be returned to the Resident within sixty (60) days of the termination of the Lease or surrender and acceptance of the Premises by Simmons, whichever occurs last, less all reasonable deductions for costs and expenses of Simmons as set forth above. Unless Simmons is instructed otherwise, in writing, the deposit will be returned in equal shares to the individual Residents signing this Lease at the last known address.
6. <u>Utilities, Telephone, Cable T.V.:</u> 6.1 Gas will be billed to [Simmons] [Resident] and paid by [Simmons] <u>X</u> [Resident].
Resident(s) has(ve) read, understand(s) and agree(s) to the above sections.  Please initial

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- 6.2 Electricity will be billed to [Simmons] [Resident] and paid by [Simmons] X[Resident].
- 6.3 Water and sewer will be billed to [Simmons] [Resident] and paid by [Simmons]  $\underline{X}$ [Resident].
- Trash removal (with an on site trash dumpster) will be billed to [Simmons] [Resident] and paid by [Simmons] X[Resident].
- Common area cleaning (laundry room, foyers, hallways, parking areas, yards, etc.) Liter pickup, snow removal will be billed to Simmons and paid by Residents.
- Telephone and cable T.V. will be billed to Resident and paid by Resident.

#### 7. Alteration-Changes-Additions:

Resident shall not make any alterations, changes or additions to the Premises unless prior approval has been obtained from Simmons in writing. This includes any and all painting which must have the prior written approval of Simmons. Resident shall not paint previously unpainted work.

#### 8. Care and use of Premises-Responsibilities of Resident:

- 8.1 During the term of this Lease, Resident agrees to maintain the Premises inside and outside in as good a condition as when Resident moved into the Premises except for "normal wear and tear" as defined by Colorado Law. In addition to other routine maintenance, Resident shall specifically:
  - 8.1.1 Replace expired smoke alarm batteries,
  - 8.1.2 Free jammed garbage disposal units,
  - Light furnace and hot water heater gas pilots or call Public Service to light them at Resident's expense. 8.1.3
  - Pay the cost of unclogging toilets when clogged by feminine hygiene products or for any other reason. Pay the cost of 8.1.4 unclogging drains (shower, sink, bathtub).
  - Cost of clearing all snow and ice from the sidewalks, steps, decks and parking areas within 24 hours after snowfall. Resident will pay all fines/charges levied by the City of Boulder and any other snow removal charges levied by Simmons.
  - 8.1.6 All yard work, including cleanup and watering. Clean up of trash in or around the yard (including delivered newspapers, neighborhood litter, trash from passers by, etc.) is the responsibility of the Residents. Residents shall pay al fines/charges levied by the City of Boulder and any other trash cleanup charges and administrative fees, deemed necessary by Simmons, without
- additional notice to Resident. Simmons at his expense, will mow and fertilize the lawn on a schedule determined by Simmons.

  8.2 All repair and maintenance request must be submitted to service requests metrowest investments.com. In emergency or dangerous condition requiring immediate attention, Resident should call Metro West Investments at (303) 442-5076. All Emergency request must also be followed up with an email to <a href="mailto:servicerequest@metrowestinvestments.com">servicerequest@metrowestinvestments.com</a>.
- Resident is responsible for repairs necessary for all telephone jacks, lines, etc. for telephone service. It is recommended that Resident shall purchase from the telephone company an interior wire maintenance plan with their telephone service.
- Resident's use of the Premises shall be subject to the following restrictions:
  - 8.4.1 Resident shall keep off the roof. If there is any evidence Resident has violated this restriction, Simmons may assess a fee of \$500.00 to Resident and Resident shall be subject to immediate eviction.
  - 8.4.2 Resident shall not use sponge adhesives on the walls.
  - No inoperable vehicles will be kept on the Premises. 8.4.3
  - Indoor furniture will not be left outdoors.
  - 8.4.5 No trash, debris or recyclables shall be allowed to accumulate inside or outside the property. Residents are responsible for any cost to provide treatments, mitigation or removal of rodents, ants, bed bugs, pest's etc..

  - 8.4.6 Nothing shall be stored outside or in common areas, including recyclables.8.4.7 Resident's shall keep the property clean inside and out. If property is not kept in a reasonably clean manner Resident's hall pay Simmons a minimum cleaning fee of \$200.00 for a professional cleaning service to clean the unit.
- Resident agrees to pay the reasonable charges for the repair of damage to the Premises and common areas caused by the actions, negligence or willful acts and activities of Resident and Resident's guests. Excessive damage to the Premises by Residents, or guests of the Residents, shall be grounds for eviction.
- Resident shall not keep any pets on the Premises. If Resident violates this restriction on pets, Resident shall pay Simmons a Five Hundred Dollar (\$500) fee and shall be subject to immediate eviction.
- Resident shall comply with all present and future laws and ordinances of any governmental authority having jurisdiction over the Premises and shall not use the Premises for any illegal purpose. Resident shall not permit any nuisance to be maintained on the Premises or permit any disorderly conduct, excessive noise or other activity which annoys or disturbs any occupants of any part of the improvements of which the Premises are a part and/or any neighbors. Residents shall pay all fines/charges levied by the City of Boulder and any charges and administrative fees, deemed necessary by Simmons, without additional notice to Resident.
- Resident agrees at the end of the term of this Lease to clean and return the Premises to Simmons in substantially as good condition as when received, except for usual and ordinary wear and tear. It is expressly understood and agreed that a minimum cleaning fee of \$200.00 will be automatically deducted from Resident(s) Security Deposit. If deemed by Simmons, that Resident does not adequately clean the Premises, including any outside areas, yards, driveways and/or garages, before leaving, Simmons will have the additional cleaning done and charge the cost of the cleaning as an expense to Resident's Security Deposit. Steam cleaning of carpets will be performed by Simmons and deducted from the Resident's Security Deposit.
- If Resident leaves any personal property behind when leaving it is because Resident intended to abandon the property and Simmons will charge Resident for the costs of disposing of the abandoned property as set forth in paragraph 12 below.

9.Rules	and	Regu	ılations:

Simmons reserves the right to adopt and promulgate reasonable rules and regulations applicable to the use of the Premises and to amend those rules or regulations at any time. Notice of any such rules and regulations and amendments shall be given to Resident, and Resident agrees to comply with and observe those rules and regulations and amendments.

Resident(s) has(ve) read, understand(s) and agree(s) to the above sections.	Please initial

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## 10. Insurance-Responsibility of Resident:

- 10.1 Resident shall obtain, pay for and maintain comprehensive public liability insurance providing coverage from any loss or damage occasioned by an accident or casualty, in an amount acceptable to Simmons. This insurance shall be written with a company acceptable to Simmons, it shall name Simmons as an additional insured and Certificates of such insurance shall be delivered to Simmons and shall provide that said coverage shall not be changed, modified, reduced or canceled except upon thirty (30) days prior written notice to Simmons.
- 10.2 Resident shall further obtain personal contents insurance for personal property of Resident located on the Premises, it being understood Simmons does not carry such insurance. Landlord does not warrant, represent or guarantee the safety of tenant, occupants or guest's personal property. Tenant hereby releases landlord from any and all claims for damage or loss to Tenant's personal property and shall indemnify and hold landlord harmless, including landlord's attorney fees and costs, from any claims associated with tenant's personal property regardless of by whom such claims are brought, including tenant's Insurer. Landlord advises tenant to obtain insurance for losses due to theft, fire, smoke, water damage, plumbing issues (water and sewer), and the like. Landlord's insurance policies provide no coverage for Tenant's property, including tenant's automobile.

#### 11. <u>Inspection of and Right of Entry to Leased Premises:</u>

- 11.1 Resident has inspected the Leased Premises and accepts them "as is" in their present condition.
- 11.2 During the term of this Lease, the Premises are your home, however, Resident agrees Simmons, its agents and employees, shall have the right to enter the Leased Premises at all reasonable times and during emergencies, to inspect the Premises, to make such repairs, alteration, improvements or additions as Simmons may deem necessary or to show the Premises to prospective Residents, purchasers, lenders or appraisers. Resident agrees to assure the Premises are reasonably clean for showing.

#### 12. Default-Remedies of Simmons:

If Resident fails to pay the rent or fails to comply with any of the terms and conditions of this Lease, Simmons may immediately or at any time thereafter re-enter the Leased Premises and or remove all persons and property whether judicially or non-judicially. Upon eviction or Resident's abandonment of the Premises, Resident shall remain fully responsible for payment of all rent and expenses for the remainder of the Lease term. Further, Simmons may, at its option at any time after your eviction or abandonment of the Premises, rent and charge all costs of finding a new Resident to you, including, but not limited to, lost rents, advertising, utilities, cleaning and repairs and Two Hundred Dollars (\$200) for Simmons' administrative time. In the event Simmons determines Resident has abandoned the Premises, Simmons shall have the right to remove all the Residents property from the Premises and dispose of said property in such a manner as determined best by Simmons, all at the cost and expense of the Resident and without liability of Simmons. In addition to the preceding, Simmons shall have available any and all rights and remedies available under the statutes of the State of Colorado. No delay or omission of Simmons to exercise any right or power arising from any default of Resident shall impair any such right or power or shall be considered to be a waiver of such default or acquiescence in such default. The acceptance of rent by Simmons shall not be deemed to be a waiver of any breach by Resident or waiver of Simmons' rights.

#### 13. Costs of Enforcing:

In the event legal proceedings are brought by either party regarding this Lease, the losing party shall pay all costs and expenses, including all reasonable attorney's fees incurred by the winning party. If Simmons elects to represent itself and Simmons prevails, Resident shall pay Simmons an additional Two Hundred Dollars (\$200) for is time. Resident shall reimburse Simmons for all costs and expenses, including reasonable attorneys fees incurred by Simmons, in enforcing the terms of this Lease without legal proceedings.

#### 14. Hold Harmless of Resident:

Resident will indemnify and hold Simmons harmless from and against any and all third party claims, losses, expenses, costs, judgments, or demands arising from the conduct of Resident and Resident's guests on the Premises.

## 15. Subletting:

Resident may not assign the Lease. Resident may not sublet the Leases Premises without the prior consent of Simmons, which consent will not be unreasonably withheld. An individual Resident may Sublease his or her interest in this Lease upon completion of the following:

- 15.1 A Sublease Agreement signed by all Residents signed on this Lease.
- 15.2 Simmons' written consent to the Sublease Agreement and approval of the new Resident.
- 15.3 New Resident completing a check-In Agreement accepting the Premises in its present condition "as is".
- 15.4 Payment of a Sublease processing fee of \$300.00.
- 15.5 Payment of a Security Deposit as follows:
  - 15.5.1 New Resident shall pay to Simmons not less than one-half (1/2) the proportionate share of the Security Deposit of subletting Resident. (Example: If the Security Deposit for the entire Premises is \$2,400, and the subletting Resident's proportionate share is \$600, the new Resident shall pay a Security Deposit of no less than \$300 to Simmons).
  - 15.5.2 On or before sixty (60) days after new Resident's payment of a Security Deposit, Simmons shall pay to the subletting Resident an amount equal to the deposit paid by the new Resident less Simmons' costs and expenses

Resident an amount equal to the deposit paid by the new Resident less Simmons' costs and expenses.						
16. <u>Subo</u>	ination:					
Resident	has(ve) read, understand(s) and agree(s) to the above sections.	Please initial				

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The Resident agrees that its Lease rights are subordinate to those of any existing or future lending institutions making any loan upon the real property of which the Leased Premises are a part. Resident further agrees to sign reasonable documents reflecting this subordination when and if requested by Simmons.

17.	Notice	Procedure	:

All notices, demands, and requests which may or are required to be given by either party to the other shall be in writing and those that are to be given to Resident shall be deemed to have been properly given if served (pursuant to state laws) on any one Resident's signed on this less or sent to any one Resident signed on this Lease by United States registered mail, return receipt requested, at the following address \_\_\_\_\_\_.

Boulder, CO \_\_\_\_\_\_ or at such other place as Resident may from time to time designate in a written notice to Simmons; or if sent to Simmons United States registered mail, return receipt requested, properly sealed, stamped and addressed to Simmons at 1630 30th Street, #252, Boulder, CO 80301, or at such be effective as of the date of mailing as shown y the receipt given therefore.

#### 18. Expiration of Lease Term:

If after the end of the term Lease, Resident remains in possession of the Premises, Simmons may evict Resident and remove all property as set forth in paragraph 12 above. Costs an expenses to be paid by Resident to Simmons for Resident's failure to leave at the end of the term of this Lease shall further include expenses incurred by the Resident waiting to move in including, but not limited to, hotel costs, costs of meals and storage costs. Additionally a penalty charge of \$500 plus \$100 per day will be deducted from the tenant's Security Deposit.

#### 19. Modification or Extensions:

No modification or extension of this Lease shall be binding unless in writing, signed by all parties to this Lease.

#### 20. Controlling Law:

The Lease, and all terms hereunder, shall be construed consistent with the laws of the State of Colorado. Any dispute resulting in litigation hereunder shall be resolved in court proceedings instituted in Boulder County and in no other jurisdiction.

#### 21. Binding Upon Successors

The covenants and agreements herein contained shall bind and inure to the benefit of Simmons and Resident and their respective successors. This Lease shall be signed by the parties with Simmons to keep the original and a copy given to Resident.

## 22. Partial Invalidity:

If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons and circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

- 23. Resident(s) acknowledge(s) receipt of Lead-Based Paint Disclosure and the pamphlet entitled "Protect Your Family from Lead in your Home".
- **CONDUCT**: The Rental Property and other areas reserved for Residents' private use must be kept clean and sanitary. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed may be used only for entry or exit. Swimming pools, saunas, hot tubs, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with rules and posted signs. Glass containers are prohibited in or near by pools and other common areas. Owner/Agent may regulate: (1) the use of patios, balconies, and porches, including the prohibition of the storage or use of furniture, barbeque grills and flammable substances; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. THERE IS NO IMPLIED COVENANT OF QUITE ENJOYMENT OR WARRANTY OF HABITABILITY OF THE RENTAL PROPERTY ASSOCIATED WITH THIS LEASE. LANDLORD DOES NOT REPRESENT OR WARRANT THE BEHAVIOR OF ANY THIRD-PARTIES, INCLUDING OTHER RESIDNETS, OCCUPANTS AND GUESTS OF THE COMMUNITY AND DOES NOT REPRESENT THE CONDITION OF THE RENTAL PROPERTY TO BE ANYTHING OTHER THAN AS IS. Resident(s) and all occupant(s) or guests may not engage in the following prohibited activities: loud or obnoxious conduct, including unreasonable odors; disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the community, including unreasonably hostile communications with the Owner/Agent, including unreasonably foul language; possessing a weapon prohibited by COLORADO LAW; discharging a firearm on the property; displaying or possessing a gun, knife, or other weapon; acts prohibited by statue, ordinance or rules and regulations of any government entity or homeowner association; conduct with results in the issuance of a nuisance letter or notification of violation from any governmental agency; soliciting business or contributions; using the Rental Property for reasons other than residential use to include operating a business or childcare business; storing anything in closets having gas appliances; tampering with utilities; bringing hazardous materials onto the property.
- 25. If Resident(s) are enrolled in the University of Colorado, Resident(s) shall be held responsible to follow the University of Colorado student conduct code. Resident(s) agrees that any violation of conduct code including but not limited to physical damage to the property (i.e. holes in walls and doors, broken windows, damaged appliances etc.) Resident(s) will be reported to the University of Colorado Judicial Affairs.

26. <b>LEASE OPTIONS</b> : Resident(s) has (ve) been given copies of this Lease. This Lease is a legal documen
and a copy should be kept by Resident'(s). Any additional copies requested after the signing of this Lease, shall cost
Resident(s) \$30 per copy. Documents included in this lease (Check those applicable); Application(s) _X, Lease_X,
Rental Unit Disclosure_X, Lead Paint DisclosureX, Parental Co Singing AgreementX, Appliance Addendum
X. Moisture Management Acknowledgement X.

Resident(s) has(ve) read, understand(s) and agree(s) to the above sections. Please initial	
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#### 27. Additional Terms: N/A

Email:

This Lease contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties. There have been no verbal representations to the contrary, to any terms or conditions of this written Lease

IN WITNESS WHEREOF, the parties have executed this Lease as of the date hereof. (Date) Agent Gregory T. Simmons c/o Metro West Investments 1630 30<sup>th</sup> Street #252 Boulder, CO 80301 (303) 442-5076 Resident (Date) Resident (Date) Phone: \_ Phone: Address: \_\_ Address: Email:\_ Email:\_ Resident Resident (Date) (Date) Phone: \_ Phone: \_ Address: Address: \_\_\_\_\_ Email: Email: Resident Resident (Date) (Date) Phone: \_ Phone: \_\_ Address: Address:

Email:\_\_

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