

RESIDENTIAL RENTAL LEASE AGREEMENT

This agreement is between **Tanager Management Corporation** and _____ (known as resident or tenant hereafter)

Resident agrees to rent from the Owner the premises situated in the City of Greeley, County of Weld, State of Colorado, located at _____, Greeley, CO 80631, Apt. No. _____ Consisting of _____, upon the following TERMS and CONDITIONS.

1. TERM: The term shall begin on _____, 200_ and continue on a lease basis until _____, 200_. A written notice to vacate at the end of the lease term must be given by _____, 200_.

2. RENT: The rent for the premises for the full term of this Lease shall be \$_____. Resident covenants and agrees to pay said rent. Prior to the default by Resident, the rent shall be payable in installments of \$_____ per month upon the _____ day of each calendar month to Owner or his agent, at the following address: **TANAGER MANAGEMENT, 1221 28TH AVENUE, SUITE 1, GREELEY, CO 80634**. If rent installment is not paid within five (5) days after the due date and if no payment arrangements have been made, resident agrees to pay an internal collection cost of 5% of the unpaid balance and a late charge of 1% of the unpaid balance per day for each day that the rent is late. Upon the default in the payment of any monthly installment, the entire unpaid amount of rent shall, at the option of the Owner, become due and payable at once without notice or demand. Resident agrees further to pay \$25 for each dishonored bank check.

3. SECURITY DEPOSIT: Resident has deposited with Owner \$_____ as security deposit. Balance to be paid is \$_____. The security deposit is to secure the performance of resident's obligations. Owner may but shall not be obligated to apply all or a portion of said deposit on account of resident's obligations. Any balance remaining upon termination shall be returned to Resident. Resident shall not have the right to apply the Security Deposit in payment of the last month's rent.

4. MULTIPLE OCCUPANCY: It is expressly understood that this agreement is between the Owner and each signatory individually and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.

5. UTILITIES: Resident shall be responsible for the following utilities and services: _____ Gas, _____ Electricity, Phone, Cable. Average payment required to pay for gas and electricity is _____ per month. Average payment to be made payable to: Tanager Management, Atmos Energy or Xcel Energy. Resident will be charged for any excessive use or waste of water or utilities, e.g. Use of air conditioners during summer months, windows left open in winter months, toilets running constantly, faucets dripping continuously.

6. USE: The premises shall be used as a residence with no more than ____ adults and _____ children, and for no other purpose, without the prior written consent of the Owner. Occupancy by guests staying over 15 days will be considered to be in violation of this provision unless prior written consent is given by the Owner.

7. PETS: No pets shall be brought on the premises, even temporarily, without the prior written consent of the Owner. The unauthorized presence of a pet will subject the resident to penalties, damages, deductions, and termination. Residents will be responsible for costs of defleaing; deodorizing and/or shampooing carpet if a pet has been in the apartment at any time during the term of occupancy (with or without written consent of the Owner/Agent).

8. HOUSE RULES: If the premises or a portion of a building containing more than one unit, resident agrees to abide by all of the house rules, whether affected before or after the execution hereof, including but not limited to rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas. Resident shall not have a waterbed on the premises without written consent of the Owner.

9. ORDINANCES AND STATUTES: Resident and Owner shall comply with all laws, health codes, and regulations of all municipal, state and federal authorities.

10. ASSIGNMENT AND SUBLETTING: Resident shall not assign this agreement or sublet any portion of the premises without prior written consent of the Owner.

11. INVENTORY: The following furnishings and inventory are part of this agreement. Stove, Refrigerator, Window Coverings, Dishwasher and Washer and Dryer

12. ADDITIONAL TERMS AND CONDITIONS:

13. ATTACHMENTS: The following attachments, if any, have been made a part of this agreement:

LEAD BASE PAINT DISCLOSURE; POLICIES AND GUIDELINES DATED 01/28/05; PET AGREEMENT; FURNITURE INVENTORY LIST

14. OWNER SHALL NOT BE LIABLE: If any of Owner's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, delivering packages, or any other service not contemplated in this contract, such employee shall be deemed the agent of Resident regardless of whether payment is arranged for such service and Resident agrees to hold Owner harmless from all liability in connection with such services. Owner shall not be liable for any damages or losses to person or property caused by other residents or other persons. Owner shall not be liable for personal injury or damage or loss of Resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke explosions,

sonic booms or other causes whatsoever, unless the same is due to the negligence of Owner. Owner strongly recommends that Resident secure insurance to protect himself against the above occurrences.

Resident will

_____ not buy insurance to proceed against such losses;

_____ buy insurance to cover such losses

15. POSSESSION: If Owner is unable to deliver possession of the premises as agreed, Owner shall not be liable for any damage caused. Resident shall not be liable for any rent until possession is delivered.

The undersigned Resident acknowledges receipt of a copy hereof.

<u>Tanager Management</u>	<u>Owner</u>	<u>Date 200</u>
<u>1221 28th Avenue Suite 1, Greeley, CO 80634</u>	<u>Address</u>	_____ Resident
<u>970-392-1658</u>	<u>Phone</u>	_____ Resident
By: _____		_____ Resident
Resident _____		_____ Resident
Resident _____		_____ Resident
Resident _____		_____ Resident

16. DEPOSIT REFUNDS: Any returnable deposits shall be mailed to the Resident within 30 days of termination of tenancy or within 30 days of receipt of resident's new mailing address, whichever is later. If there is damage to the rental premises the refund shall be extended to 60 days.

17. ATTORNEY'S FEES: If legal action is taken by either party to enforce this agreement, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fees and court costs, in the amount of but not limited to, \$200.00. This demand is made pursuant to § 13-40-104(1)(d), C.R.S.

18. WAIVER: No waiver of Owner to enforce nay part of this agreement shall be deemed a waiver, nor shall any acceptance of partial payment of rent be deemed a waiver of Owner's right to the full amount.

19. NOTICES: All notices shall be given in accordance with state laws. Where requirements are not spelled out by law, notice may be given by mailing the same, postage prepaid, to resident at the premises or to the Owner at the address listed or at such other places as may be designated.

20. HOLD OVER: Any holding over after expiration, with the consent of the Owner, shall be construed as a month-to-month tenancy in accordance with the terms of this agreement.

21. REIMBURSEMENT BY RESIDENT: Resident agrees to reimburse Owner promptly for the replacement costs of any loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by resident, his agents, family or guests. Resident shall be responsible for damage from windows or doors left open. Such reimbursement is due when owner makes demand. Owner's failure to demand damage reimbursements, late-payment charges, returned check charges or other sums due by Resident shall not be deemed waiver, and owner may demand same at any time, including after move-out.

22. MAINTENANCE, REPAIRS OR ALTERATIONS: Resident accepts the premises as being in good order and repair, unless otherwise indicated on the move-in inspection. Resident shall, at his own expense maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishing therein, and shall surrender the same at termination, in good condition as received, normal wear and tear excepted. Any property left on premises after termination of lease will be disposed of immediately. It is understood and agreed that cleaning charges will be assessed against the Resident for cleaning required to restore the apartment to the same state of cleanliness as it was upon move-in, based on the rate charge by a professional cleaning company, and further, to pay for the cost of having the carpets and window coverings professionally cleaned. Resident shall be responsible for all repairs required for damages caused by his negligence and that of his family or invitees or guests. Resident shall not paint, otherwise redecorate or make alteration to the premises without the prior written consent of the Owner. Resident shall maintain any surrounding grounds, including lawns and shrubbery; by keeping the same clear of rubbish, snow or ice on walkways and parking areas. Resident will not remove Owner's fixtures, furniture and/or furnishings from the apartment for any purpose. When Resident moves in, Owner shall furnish light bulbs of prescribed wattage for apartments' sockets, thereafter; light bulbs will be replaced at Resident's expense.

23. ENTRY AND INSPECTION: Resident shall permit Owner or Owner's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises or showing to prospective Resident's or purchasers, or for making necessary repairs. Resident shall not add or change the locks except by written permission of Owner. Resident shall furnish owner keys of all locks added or changed by resident.

24. REPAIRS AND MALFUNCTION: Resident agrees to request all repairs and services in writing to Manager except in extreme emergency when telephone calls will be accepted in case of malfunction of equipment or utilities, or damage by fire, water, or other cause, Resident shall notify Manager immediately and Owner shall act with due diligence in making repairs, and rent shall not abate during such period. If the damage premises are unfit for occupancy and if Owner decides not to repair the building, Owner may terminate this contract by giving written notice to Resident. If it is so terminated, rent will be prorated and the balance refunded along with the deposit(s) less lawful deductions.

25. DEFAULT BY OWNER: Owner agrees to (a) properly maintain the hot water, heating and/or air conditioning equipment if provided; (b) abide by applicable state and local laws regarding repairs; (c) make reasonable repairs, subject to Resident's obligation to pay for damages caused by Resident, his family or guests.

26. DEFAULT BY RESIDENT: If resident fails to pay rent or other lawful charges when due; or to reimburse Owner for damages, repairs or plumbing service costs when due or his family, guests or other occupants violate this contract or Owner's rules and regulations, or applicable state and local laws, or if Resident abandons apartment, or if Resident, his family, guests, or other occupants threaten or assault or use abusive or offensive language against any agent or employee or representative of Owner; the Owner may terminate Resident's right to occupancy by giving Resident notice. If the Owner shall elect to terminate the tenancy and take possession, with or without a court order, it shall not constitute an election of remedies, and the Owner will continue to hold the Resident liable for the rent reserved herein, and for all damages. If the Owner brings an action in unlawful detainer, Owner may sue for and secure, in addition to a judgment for possession, a money judgment for all rents reserved and unpaid. Thereafter, if the Owner is able to mitigate its damages by re-renting the apartment, the owner shall give the resident credit against the money judgment or any other charges owed to the Owner for such amounts

27. ESCALATION CLAUSE: Due to increase in utilities, taxes, insurance, and other operating expenses, Owner may increase the monthly rental in a lease upon 30 days written notice to resident if owner reasonably determines that expenses fairly allocable to the apartment have increased by at least the amount of rental increase. In no event may the rent be increased more than 10% during the initial term of the lease.

28. ABANDONMENT: Abandonment shall have occurred if: (1) without notifying the owner, resident is absent for 15 days while rent is due and resident's possessions remain in the apartment, or (2) without notifying the owner, resident is absent for 3 days while rent is due and resident's possessions have been removed from the apartment. If resident abandons apartment, owner shall re-take apartment and attempt to rent it at fair market value. Resident shall be liable for the entire rent due for the remainder of the term; or the cost of re-renting the apartment, including rent lost, the cost of restoring to the condition at the time it was rented, and reasonable fees for re-renting the apartment. If the resident has left personal property in the apartment, owner shall remove and store it and give resident notice of this action. Resident may obtain property by paying moving and storage costs. If resident fails to claim property within 30 days of notice, owner shall make a reasonable effort to sell the property at its fair market value and apply the proceeds to any amount resident may owe.

29. MEGAN'S LAW LIST: Residents may request a copy of the list of convicted sex offenders in the area from the local police department.

30. TIME: Time is of the essence for this agreement.

31. There is no implied covenant of quiet enjoyment or warranty of habitability of the premises associated with this lease.

32. Resident agrees to correct any mistake made during the preparation of this lease agreement.

33. It is understood and agreed that the terms Owner and Resident shall include the executors, administrators, successors, heirs and assigns of the parties.