



752 17th Ave., Ste 200
Longmont, CO, 80501
720-449-4119
office@longmontproperty.com

Residential Lease Contract

[Redacted]
(Address, City, State & Zip)

1. PARTIES: The company/agent contracted to manage the premises for the property owner and authorized to enter into this lease is Longmont Property Group, LLC (LPG), hereafter referred to as "Agent". Agent hereby leases to [Redacted] hereafter referred to as "Resident(s)", said premises subject to the following terms, conditions, and covenants.

2. TERM: The term of the lease shall begin on [Redacted] and ending on [Redacted]. Tenant and Landlord may extend the term of this Lease for one successive period of one year by mutual agreement upon the same covenants, terms and conditions as those provided in this Lease. Written notice shall be given to Tenant and/or Landlord for intent to renew or terminate the Lease no later than **30 days** before the end of the Lease Term. The unit is rented on a calendar month rental basis. Resident(s) shall be responsible for rent through the end of the rental month. All notices provided by this lease shall be in writing and shall be delivered to the other party personally, or sent by first class postage, or conspicuously posted as follows: To Resident: At the premises or at the Resident's last known address. To the Agent: **752 17th Ave., Ste 200, Longmont, CO. 80501**

3. RENT: The monthly rent for the term of this lease is payable in monthly installments of \$ [Redacted] + pet rent of \$ [Redacted] N/A for a total monthly rental payment of \$ [Redacted]. The pro-rated rent for the first month will be \$ [Redacted] days at \$ [Redacted] per day for a total of \$ [Redacted] and all future full month's rental payments shall be due on the 1st of every month thereafter. **TOTAL SECURITY DEPOSIT DUE PRIOR TO MOVE IN: \$ [Redacted] TOTAL RENT DUE PRIOR TO MOVE IN: \$ [Redacted]**

ALL RENT PAYMENTS SHALL BE DEBITED FROM YOUR CHECKING ACCOUNT TO FIRST BANK OF COLORADO ACH ELECTRONIC BANK DEBIT TO: Longmont Property Group, LLC.

Due to liability issues, the owner does not accept cash payments. The Resident shall incur a late fee charge of **\$15.00 per day** for any rent received after midnight on the **5th day** of the month. **An eviction notice will be issued if rent has not been received by the 8th day of the month, and 10% of the monthly rent shall be charged.** There will be a **\$50.00** charge imposed for any Resident's check returned due to insufficient funds. Resident will be charged late fees as well as NSF fees until check clears or is made good. After receipt of two NSF checks, Longmont Property will only accept payments made in the form of a Cashier's Check or Money Order.

*** PAYMENTS WILL BE APPLIED FIRST TO ASSESSED CHARGES OR BILLS, THEN TO OUTSTANDING LATE CHARGES OR RETURNED CHECK CHARGES, ATTORNEY'S FEES, THEN TO ANY SECURITY DEPOSIT AMOUNT OWED, AND FINALLY TO RENTAL PAYMENTS.

4. SECURITY/DAMAGE DEPOSIT: By mutual agreement between the Agent and Resident, Resident agrees to pay the security/damage deposit in the total amount of \$ [Redacted]. Resident(s) agrees to pay an additional security deposit (if applicable), in the amount of \$ [Redacted] for a total security deposit of \$ [Redacted].

A) The Agent shall return the security deposit to Resident within **60 days** after the termination of this lease or surrender and acceptance of the premises, **whichever occurs last**. If any cause exists for retaining any portion of the security deposit, Agent shall provide Resident with a written statement listing exact reasons for the retention of any portion of the security deposit. When the statement is delivered, it shall be accompanied by payment of the difference between any sum deposited and the amount retained. Agent is

deemed to have complied with this paragraph by mailing said statement and any payment to the last known address of Resident.

B) The deposit refund check shall be returned to the last known address of the Resident(s) and shall bear the names of all parties whose signatures appear on this lease.

C) The ENTIRE SECURITY DEPOSIT will be FORFEITED by the Resident, if Resident vacates the premises prior to **THE ENTIRE TERM OF THIS LEASE**, as stated in Item #2 "TERM", of this Lease's full months of occupancy.

The Security/damage deposit may be placed in an interest bearing trust account for the benefit of the Agent. **Resident may not use any part of the security/damage deposit in lieu of rent.** Resident shall note that the security/damage deposit shall be held by: LPG

5. NOTICE TO VACATE: The Resident must provide **30 DAYS WRITTEN NOTICE** of intent to vacate prior to the end of the rental month. This notice must be provided even if the Resident plans to vacate at the end of the fixed lease term. In the event Resident fails to provide written notice of intent to vacate, even if it is at the end of the Resident's Lease, the Security Deposit shall be applied to the following month's rent. The unit is rented on a calendar month rental basis. **Resident(s) shall be responsible for rent through the full lease term and the end of the rental month.**

6. CONDITION OF PROPERTY, RESIDENT'S RESPONSIBILITY: Resident acknowledges that he/she has inspected the premises prior to taking possession, knows the condition of the premises and subject to the removal of current occupant's possessions, **accepts the premises as is**, and acknowledges that the premises and appliances therein are in good condition, excluding those items noted on Resident's check-in sheet. Agent does not represent or warranty the condition of the premises. It is the duty of the Resident to return the premises and exterior areas in a clean and orderly condition to the Agent at the termination of this lease agreement. Should the Resident fail to return the premises in satisfactory condition, Agent shall contract for such cleaning to be done at the Resident's expense. **Such cleaning shall be contracted at a minimum rate of \$25.00 per hour with a 4 hour minimum .** Agent may deduct from the security deposit to pay for such contracted cleaning services and expenses, or at Agent's option, resort to any other legal remedy or lawful collection method available to Agent for the enforcement of this section. Resident agrees to be held fully responsible for such cleaning charges and expenses required by Resident's failure to return the premises and any exterior areas to the Agent in a clean condition. **Resident shall be responsible for the replacement of all light bulbs upon move out.**

7. CARPET: The carpeting will be **PROFESSIONALLY CLEANED** immediately after the end of the lease period. Resident agrees that Agent will contract for carpet cleaning and will automatically deduct cost of cleaning from the Resident's security deposit. Any stains, pet odors, etc. may result in an additional charge. Although there may have been an additional pet fee paid by Resident, this does not waive Agent's right to recover from Resident additional costs associated with damage to carpeting by pets.

8. EVICTIONS: The Agent may evict Resident from the premises or undertake other legal action to regain possession for non-payment of rent or substantial breach of the lease. If the Resident is evicted or the premises are abandoned, Resident will remain liable for any loss of rent for the remainder of the lease term, as well as any damages to the unit, as well as any damages to the unit or premises and for all cleaning deficiencies. Agent will attempt to re-rent the premises to minimize any loss. Resident shall be charged 18% interest per annum on all delinquent rents or fees. If the Agent obtains a judgment against the Resident, a \$200.00 administrative fee shall be assessed in addition to actual losses, attorney fees, and court costs.

9. REMOVAL OF PERSONAL PROPERTY: Upon the expiration or termination of this agreement and in the event Resident shall fail to remove personal property, either located within the property, or stored in any associated room, building, or structure, or upon Resident's abandonment of, or eviction from the premises, Agent shall have the right to dispose of and (or) sell said property and/or possessions, unconditionally, without liability to the Resident, and if sold, to apply so much of the net proceeds from the sale to satisfy the past due rent, and to retain the balance of such proceeds as liquidated damages. This lease shall act as reasonable notice to Residents regarding the sale. Agent shall be permitted to remove all items left by or discarded by Resident's and place these items in a storage

facility in order to re-rent or rehabilitate the premises for future occupancy. Resident shall be charged a storage fee of \$5.00 per day on all items left or discarded, and debris and disposal fees shall be charged to tenant. All property on the premises is hereby subject to a lien in favor of the Lessor.

10. USE: Resident agrees to comply with all Federal, State, and Local municipal statutes, Homeowners Association rules and regulations, Subdivision Covenants, as well as all rules and regulations specified in this lease agreement. Resident shall not permit any action taken upon these premises to become a nuisance or disturbance to any person or neighbor. Resident agrees to maintain interior and exterior of premises in a clean, orderly, and healthful condition. Residents agree to maintain all plumbing drains within the rental unit in working order at their own expense. Residents shall pay for sewer line clearing and cleaning unless the problem is determined to be structural or due to tree roots. Residents agree to pay for all broken windows and missing or damaged screens. Resident agrees not to conduct childcare business on the premises. Residents are responsible for all cost related to maintenance, wiring and connections for telephone, cable TV, satellite TV, and computer wiring. If such condition is not maintained, Agent may, at his discretion, consider said lack of maintenance a breach of lease and grounds for immediate eviction. Agent will provide a written notice to Resident in the event of a complaint by neighbors of excessive noise or other disturbance. A second notice of violation will be considered grounds for eviction. Resident agrees to repay the Agent the cost of any and all repairs made necessary by negligent careless use of premises, building, or both. Resident shall not place anything on patios, balconies, windows, or on premises that, in the Agent's opinion, will affect the exterior appearance of the building or premises.

Resident will make no alterations to the premises including painting, adding or changing of locks, or installing satellite dishes without prior consent of the Agent. Resident may not contract for any repairs without Agent's prior written approval.

11. OCCUPANCY: No more than [] adults and [] children may reside at the premises without prior approval. Tenant must obtain written authorization for any guests staying more than 14 days. Please list all occupants, other than Resident/Lessee here: []

12. ASSIGNMENT, SUBLEASE, and RELEASE: Resident shall not assign this lease or sublet any portion of the leased premises for any part or all of the term of this lease without prior written consent of the Agent. An early rental agreement termination occurs whenever Resident(s) decide to shorten their rental agreement for any reason. Residents are responsible for all costs of the breach of the rental agreement terms. The Resident(s) responsibility includes but is not limited to: 1) Re-rental fee of 50% of the monthly rent. 2) Re-rental advertising charges 3) Utility expenses 4) Rent due to the end of the rental agreement term or until the unit is re-rented, whichever shall occur first. 5) Carpet cleaning charges 6) Charges for cleaning, if required 7) Lock re-keying charges 8) Maintenance/repair required to return the unit into the condition upon Resident(s) initial occupancy 9) Resident(s) should direct any interested parties elicited by Resident(s) to Agent for application and qualification subject to the above listed costs.

13. ENTRY: Resident shall permit Agent or Agent's authorized maintenance personnel to enter the premises at reasonable times for the purpose of making necessary repairs, reasonable inspections, or to show property to prospective Residents, purchasers, or lenders. Agent shall attempt, but is not required, to provide 24-hour notice prior to such showings. **If the Resident refuses to permit Agent to show the premises or denies access on two (2) or more occasions, Resident agrees to forfeit the security deposit.** Entry may be made without prior notice if Agent believes that an emergency exists, the premises have been abandoned, that there is a substantial breach of this agreement or violation of the law or that the premises are being abused or damaged by the Resident. Resident acknowledges that there will be two annual maintenance inspections per year and agrees to cooperate with these inspections.

14. UTILITIES: MUST BE PLACED IN YOUR NAME PRIOR TO RELEASE OF KEYS. If due to lease signing on a non-business day (i.e. weekend or holiday) utilities cannot be secured in Resident's name, Resident agrees that upon the first business day after the beginning of the lease term, Resident shall arrange for transfer of all utilities and/or services and for billing directly to the Resident. Resident shall be responsible for the following utilities or services:

- Water Sewer Electric Gas Trash Any Other Utilities

Agent may withhold funds from Resident's rent and/or security deposit to pay any unpaid utility bills that are the responsibility of the Resident to pay.

15. OUTSIDE MAINTENANCE: Unless the yard is maintained by a **HOMEOWNERS ASSOCIATION**, Resident shall be responsible for the routine care and maintenance of the yard and outside areas, including, but not limited to yard mowing, watering, fertilizing, raking leaves, gutter cleaning, snow removal, trimming trees, bushes, weeding, and all necessary yard maintenance. If Agent determines, at its sole discretion, that Resident has not mowed, removed snow etc. sufficiently, Agent will provide the service **at Resident's expense**. Resident agrees that he/she will be responsible for any and all costs for repair or replacement of property, including vegetation, due to abuse or neglect, at Agent's sole discretion. If property has automatic sprinklers, it is the Resident's responsibility to assure vegetation is sufficiently irrigated whether or not automatic sprinklers are in operating condition. Any fines levied by local municipalities for untimely snow removal from sidewalks will be the Resident's responsibility. Service fees for mowing will be \$50.00 per occurrence or amount billed from Agent's vendor, whichever is greater.

If this box is checked, the yard mowing will be the responsibility of the owner and is included in the monthly rent as described in "Item 2. Rent" of this Lease.

16. CHECK IN/CHECK OUT SHEET: A check in/checkout sheet is attached to this lease. It is the Resident's responsibility to complete, sign, and return a copy of this form to the Owner within fourteen (14) days of date of occupancy.

Resident will be held liable for all damages not recorded on the check in/check out sheet. Failure to return the aforementioned sheet within 15 days shall result in automatic waiver of the Resident's right to claim pre-existing damages to the unit.

17. KEYS: Resident is provided with keys to all necessary locks. Resident is deemed to be in possession of unit and responsible for rent until all keys are returned. In the event entry is gained by the use of a locksmith or forced entry due to Resident's failure to return keys, Resident shall be responsible for any damage or costs incurred. **FAILURE TO RETURN ALL KEYS UPON TERMINATION OF THE LEASE WILL RESULT IN THE FOLLOWING CHARGES: Each entry key: \$25.00, each mailbox key: \$75.00, each garage door opener: \$75.00.** When you move out, the Owner will re-key the locks for security purposes. You will be charged \$15.00 for each lock that is re-keyed, plus a \$30 service charge, if applicable. The following are keys issued:

Door Keys **2** Mail Box Keys Mail Box # Cluster # Pool Keys Garage Remotes

18. INSURANCE: Owner's insurance does not cover Resident's personal possessions in the event of loss or damage due to fire, wind, water, lightning, theft, vandalism, appliance failure, or other similar causes. Additionally, the Owner's insurance does not cover Resident's personal possessions placed in either on or off site storage facilities provided with the premises or in laundry room facilities, if applicable. Agent or Owner shall not be liable for personal injury or damage to or loss of Resident(s) personal property (furniture, jewelry, clothing, etc.) from fire, flood, water, leaks, rain, hail, ice, snow, smoke, explosions, mold, interruption of utilities, or acts of God, unless same is due to the gross negligence of Agent or Owner. Agent or Owner will not be responsible for damage or spoilage of food or any other item that may be caused by the malfunctioning of any appliance on the rental premises. Resident agrees not to make any claims against Agent or Owner for damages or loss incurred as a result of any of the aforementioned causes. **It is required that the Resident obtain renter's insurance to cover such losses, and furnish a copy to LPG.**

19. DEFAULT: In the event of a default, whether or not legal proceedings are instituted, the Resident agrees to pay a reasonable **collection fee which shall be 30% of the principal balance** for any debt incurred here under **and to**

pay all reasonable attorney fees as a result of the default. The Resident also agrees to pay any/all advertising fees incurred in order to re-rent the unit as a result of the default.

20. PETS: No pets shall be allowed without written consent of the Agent. If a pet is permitted, an additional security deposit of \$300 an additional \$30 monthly pet rental fee may be required, per pet. Any unauthorized

pets on the premises shall result in a \$25.00 charge per day until the pet is removed. Resident agrees to be held fully liable for any and all damages or injury caused by pets.

No pets permitted Pet OK Description of pet(s)

Due to insurance liability issues, the Property Owner expressly **prohibits** the following breeds from either visiting or residing at any of our properties: Pit bull (including: Pit Bull Terrier, American Staffordshire Terrier, or any related breed).

21. PESTS: It is the duty of the resident to maintain their dwelling in a clean, sanitary condition to prevent rodent and/or insect infestations. The resident is expressly responsible for the control/elimination of all rodents or insects including but not limited to spiders, ants, cockroaches, bedbugs, silver fish and earwigs. The Agent may contract for eradication of pests and the residents shall subsequently be responsible for the expense incurred.

22. STORAGE: **Resident agrees to not repair any motor vehicles nor store the same on or near the premises. Unlicensed or improperly licensed vehicles and Non-running vehicles may not be stored on the premises and shall be towed at the Resident's expense. Trailers, boats and boat trailers, snow mobiles, utility trailers, recreational vehicles, motorcycle trailers may not be stored on the premises, in the driveway, or on the street, without consent of LPG.**

23. ATTORNEY'S FEES: In the event of any legal action concerning this lease, the Resident shall pay all reasonable attorney fees and court costs.

24. LIABILITY: Resident will be fully liable for the injury or death of any person, or damage to the property caused by the negligence or willful acts of the Resident, or from Resident's use.

25. WAIVER: Any waiver by either party of any breach of any provision of this lease shall not be considered to be a continuing waiver or a waiver of subsequent breach of the same or a different provision of this lease.

26. INJUNCTION: In addition to all other remedies provided in this lease, Agent shall be entitled to restrain by injunction, the violation or attempted or threatened violation of any of the terms, covenants, conditions, or provisions of this lease.

27. SUBORDINATION/SEVERABILITY: This lease shall be subordinate to all existing and future mortgages and deeds of trust upon the property. The inability to enforce any provision or provisions of this lease shall not affect the enforceability of any other provisions.

28. JOINT AND SEVERAL LIABILITY: It is expressly understood that each Resident and/or Co-signer signing this lease is fully responsible for the full amount of the rent and all obligations under this lease. Agent shall have the right to pursue any claim of any nature whatsoever for breach of this agreement against any or all of the Residents who have signed this lease without the necessity of pursuing all the Residents.

29. HOLDOVER: If the Tenant holds-over in the Premises after the expiration or termination of this Lease without the consent of the Landlord, the Tenant shall pay as hold-over fee of **\$100.00 per day**, unless otherwise agreed by the parties in writing, provided however, that nothing in the foregoing provisions of this "Item 29", shall be construed to limit or preclude any other rights or remedies available to the Landlord at law or in equity by reason of such holding-over by addition to the damages specified above, the Landlord may lawfully be entitled. A month-to-month tenancy shall be created by the payment of this hold-over rental, subject to the same terms and conditions of this Lease, and shall be terminable on a thirty (30) day notice by either party, or on longer notice if required by law.

30. ADDITIONAL PROVISIONS: The Agent may accept any partial payment check, or money order with any conditional endorsement without prejudice to his right to recover the balance remaining due, or to pursue any other remedy available under this lease.

31. LIMITS OF LIABILITY: Agent or Owner shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, sewerage, or the bursting, leaking or running from any cistern, tank, washstand, water closet or water pipe, in, above, upon or about the premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door or otherwise, nor for damage arising from the acts or neglect of any owners or occupants of adjacent or contiguous property.

32. APPLIANCES: All built-in kitchen appliances, including refrigerator, stove/oven, dishwasher, and microwave oven (if applicable), and any checked items below are supplied with the premises, and Owner shall be responsible for any repairs or replacement, if needed. It is the Resident's responsibility to keep them clean, and replace any water filters. The washer and/or dryer, (if provided), are for use by the Resident(s), Resident(s) shall be responsible for all repairs to same. Agent shall only be responsible for removal and disposal of any inoperable appliance and washer and dryer. Defective (inoperable) Washer/Dryer units will not be replaced by Agent. Washer/Dryer provided by Owner Yes No

33. HOT TUBS/SPAS: If a Hot Tub is provided by the Owner, it is the Residents Responsibility to maintain the unit. Any maintenance whether chemical or mechanical will be the responsibility of the Resident. The hot tub will not be replaced by owner if it fails.

34. TRAMPOLINES ARE PROHIBITED on the property due to Insurance Liability.

35. POLICE POLICY: Longmont Property Group, LLC has registered the management of this property with the **Local Police Department**. Our company will be notified in the event of any disturbance or substantial violation. Such notification may be grounds for eviction.

36. SMOKING: There shall be no smoking of any kind within the premises of the property herein. If evidence of smoking on the property is evident, tenant shall be in breach of contract, and shall be given a 3 day notice to vacate property, and tenant will forfeit any and all security deposits held by LPG, and will be liable for all costs to bring property back to move in condition, that may include, but not limited to replacing carpet, and repainting the entire property.

37. SMOKE/C/O ALARMS/FILTERS/ AIR DUCTS: Resident(s) agree to maintain smoke and carbon monoxide detectors, and change batteries when needed and tenant(s) also agrees to change furnace filters on a regular basis. Owner will not be responsible for cleaning air ducts or dryer vents.

38. AMENDMENT OF LEASE: This lease contains the entire agreement of the parties and may not be altered or amended except by written mutual agreement signed by both parties. Time is of the essence of this agreement.

This Lease must be signed by both parties:

Agent Print Name

Agent Signature

Date

X

Tenant Print Name

Tenant Signature

Date

X

Tenant Print Name

Tenant Signature

Date

UTILITY SERVICES

WATER & ELECTRICITY

Call the *Utility Billing Office (City of Longmont)*, 3rd and Kimbark St., 303-651-8664, to begin service in your name. There may be a security deposit charge required. Your first bill will also show a connection fee.

TRASH REMOVAL

At the time you call the (*City of Longmont*) to begin your water and electrical service, your name will be submitted to the Sanitation Department. You will receive a poly-cart, recycling bin and information regarding this program.

GAS/LONGMONT

Xcel Energy, 1-800-895-4999, will assist you with arrangements to institute service at your new address.

WATER & ELECTRICITY

Call the *Utility Billing Office (City of Frederick)*, 720-382-5500, to begin service in your name, or if you are in Firestone, call the *City of Firestone* at 303-833-3291

ELECTIC/UNITED POWER Some areas of (*Frederick or Firestone*), you will need to contact United Power for service. The office phone number is 303-659-0551

WATER/WEST OF I-25/WELD COUNTY

If you are located west of I-25, you will need to contact Left Hand Water District for water/sewer service at 303-530-4200.

TRASH REMOVAL/FREDERICK/FIRESTONE

At the time you call the (*City of Frederick*) or the (*City of Firestone*) to begin your water and electrical service, your name will be submitted to the Sanitation Department. You will receive a poly-cart, recycling bin and information regarding this program.

GAS/FREDERICK/FIRESTONE

Source Gas, 1-800-563-0123 or 303-833-3313, will assist you with arrangements to institute service at your new address.

CITY OF LOVELAND UTILITIES

Electric, water, sewer, and trash service for the city of Loveland is 970-962-2111.

CITY OF BERTHOUD UTILITIES

Water and sewer service for the city of Berthoud contact Town Hall at 970-532-2643or billing@berthoud.org.

POUDRE VALLEY ELECTRIC

Electric service for the City of Berthoud and Rural areas outside Loveland city limits 800-432-1012 or email pvrea@pvrea.com

TELEPHONE/HIGH SPEED INTERNET

CenturyLink, 1-800-244-1111. This number will provide you with any information you need to establish a telephone service for your home.

CABLE TV SERVICE

Comcast, 434 Kimbark Street, Longmont, CO. 303-776-6600

YOU MUST CONTACT THE UTILITY COMPANIES AND SET-UP IN YOUR NAME
STARTING ON YOUR MOVE IN DATE BEFORE KEYS ARE GIVEN

ACH Authorization Form

Name(s): _____

Rental Address: _____

City: _____ State: _____ Zip: _____

Funds Settlement Information

Bank Name: _____

Routing # (9 digits) _____ Account # _____

I (we), authorizes Longmont Property Group, LLC., (hereinafter referred to as LPG), to initiate ACH transfers to debit the account identified herein relating monthly rental charges. This authorization shall remain in effect until the lease agreement is terminated or terminated in writing by either party. The undersigned represents and warrants to LPG that the person executing this release is an authorized signatory on the account referenced above and all information regarding the account and account owner is true and correct.

LPG shall debit the above account monthly for rental charges in the amount of \$_____, on the ____ of each month beginning _____.

*LPG shall debit the above account for the security deposit due prior to the move in date on _____ in amount of \$_____. (Optional)

*LPG shall debit the above account for the pro-rated rent due prior to the move in date on _____ in amount of \$_____. (Optional)

_____/ /
Account Owner Signature Date

Print Name

Please attach a voided check or deposit slip here: