



LEASE AGREEMENT

THIS IS A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY

..... (RESIDENT[S]) agree to lease from **TBC Property Management**, the property located at....., Colorado, (Premises) upon the following terms and conditions:

Management acknowledges receipt of these sums, payable prior to Occupancy:

		Received	Balance Due
Rent for first month	\$.....	\$.....	\$.....
Security Deposit	\$.....	\$.....	\$.....
Processing Fee/Other	\$.....	\$.....	\$.....
Other	\$.....	\$.....	\$.....
Total	\$.....	\$.....	\$.....

1) The Term of this lease shall begin at 12:00 noon on and **end at 12:00 noon** on If there is a delay in delivery of premises, rent shall be charged on a daily basis. If Management/Owner is unable to deliver the Premises to Residents on or before the commencement of the Lease as set forth above, for whatever reason, including a previous resident’s failure to vacate or completion of cleaning, Management/Owner shall not be in default hereunder. In any such event, Resident agrees to accept possession of the Premises at such time as Management/Owner tenders the Premises to Resident with appropriate rent pro-rations. Resident waives any right to collect damages as a result of Management/Owner’s failure to deliver the Premises on the date specified. Resident agrees they are renting the property **“AS IS”** and that no warranty or guarantee is expressed or implied by Management/Owner, and no other promises or changes will be made unless specified in writing. **Tenant(s) are not to make any alterations to the property without prior written permission.**

2) The Resident(s) agree to pay \$..... per month in advance for rent, being a total of \$..... for the term of this lease. The first months prorated rent, if any, is \$..... . All rent due must be paid prior to taking occupancy. Rent shall be due on the 1st of each month and a late fee charged (\$50.00 for the first day delinquent and an additional \$10.00 per day thereafter). **Any rent not received by Management/Owner on or before the 1st shall be delinquent.** A charge of \$50.00 plus bank fees will be charged to cover the extra cost of handling any Non-Sufficient Fund (NSF) checks. NSF checks are considered DELINQUENT and late fees will be assessed on a per day basis from the 1st of the month. Following the return of any check, the Resident shall make all payments under the Lease with a certified check or money order only. It is understood and agreed that ALL Residents signing this Lease Agreement are jointly and severally liable for any and all financial obligations pertaining to the occupancy of this property.

3) Rent shall be made payable to: **TBC Property Management, 3021 S Taft Hill Rd, Fort Collins, CO 80526, (970) 224-0852**

4) A Damage/Security deposit of \$..... is required at lease signing . In the event that Resident is transferring from another property, their Deposit will be determined by the amount that transfers. The Security Deposit Report will become an attachment to the Lease and will note the Deposit that is transferred. Any shortages due to damages from their other rental will be paid promptly upon receipt of their Security Deposit Report. It is understood that the Deposit is held by *TBC Property Management* in a non-interest bearing Security Deposit Trust Account in accordance with the rules and regulations of the Real Estate Commission. Cost for all **keys** and/or **locks** and/or **garage door opener** will be deducted from your security deposit at the end of the lease.

5) The property **DOES NOT** allow any pets. No Pet will be permitted on the Premises, not even to visit, without a signed "Pet Addendum" approved and executed by the Management/Owner prior to occupancy and the receipt by the Management/Owner of an additional non-refundable pet fee of \$300.00 such as a \$300 pet fee refundable for a \$600 total. Management may, at its discretion, deny the request for a "**Pet Addendum**" and **NO** pets will be authorized. If at any time during the term of this lease any pets are being kept on the premises, other than those permitted, pursuant to an approved Pet Addendum, Management/Owner may A) elect to increase the total amount of monthly rent the Resident pays for the entire term of this Lease by 15% for each pet, or B) elect to have the pet removed from the premise. Tenant agrees that they will cooperate to IMMEDIATELY have the pet removed. **ADDITIONALLY, A \$500.00 FINE WILL BE ASSESSED FOR EACH UNAUTHORIZED PET AND FOR EACH VIOLATION. SUCH ADDITIONAL RENT PAYMENT SHALL BE DUE ON THE FOLLOWING MONTHLY RENT PAYMENT.** If management elects Solution A, such additional rent payment shall be due with the monthly rent. Such an election by Management/Owner to increase the rent shall not preclude Management/Owner from treating this as a breach of this Lease and electing to terminate the Lease or the occupancy of the Resident. Additionally, by signing this agreement, Resident has agreed that the Management/Owner or Animal Control may remove, and put up for adoption ANY unauthorized pets found on the premises, or any pet reported to be a nuisance or vicious, if they have made no attempt to resolve the violation. **IF A PET IS NOT NOTED ON THE LEASE APPLICATION BUT IS BROUGHT ONTO THE PROPERTY, THE UNIT SHALL BE CHARGED AN AUTOMATIC \$500.00 FINE.**

6) NOTICE: Residents are required to notify *TBC Property Management* of their desire to renew the lease or give notice to vacate by **Jan 20**..... . A new Lease **must** be negotiated and signed by **Feb 1st** The Lease DOES NOT continue on a month to month basis. If no new Lease is negotiated or notice to vacate has been given, Residents understand that **Management/Owner may commence showing the Premises to prospective residents 120 days or more before the expiration of the lease term.** However, we may show the Premises to prospective Residents, purchasers, owners, or lenders at any time, during the lease period. In the event that the owner places the property on the market for sale during the lease period, ALL parties understand and agree that owner may give a 60 day notice to vacate the property upon execution of a listing or sales contract. If entry cannot be gained to the property, or any part thereof, due to a pet not being removed or secured, or for any other reason, there will be a **\$50.00 fine per incident.** The Residents understand that if a full thirty (30) days notice from the first of the month is not given by the Residents, the following month's rent will be due and payable in full. Residents also understand holding over beyond the notice move-out date without prior approval or a new lease will result in a \$200.00 per day fine starting at noon on the lease end date. If the Residents fail to take occupancy or should vacate the premises for any reason prior to the agreed date without an approved sublease or paying the full lease amount, the Security deposit will be forfeited and the entire rental amount due for the term of the lease shall be accelerated.

7) Management/Owner may enter the Premises during reasonable hours and without notice for inspection, repairs, display to Owners or prospective residents, purchasers, or for maintenance and improvements. **Management/Owner will make every attempt to notify the resident 24 hours advance of any entry of Premises.** Management/Owner may enter at any time if it is deemed there is an emergency which must be taken care of to prevent loss of life or property.

8) In the event of a sublease/relet, Residents are responsible for all showings and advertising costs, and rent differential, if applicable. All subleases/relets must be agreed upon and approved by *TBC Property Management*. Residents will not be eligible for a deposit refund if the new sub lessee does not pay a full deposit to the *TBC Property Management*, or does not sign a new lease, or we have not received a full three months rent from the sub lessee. Resident shall not be relieved of responsibility or further liability for rent prior to the signing of a new lease accompanied by a full deposit. Residents will be subject to **\$600.00 administrative fee** for processing the paperwork for a sublease of an entire apartment/house or **\$300.00** per separate roommate change. A \$50.00 processing fee will be charged for a sublet fee for residents returning to the unit for the following lease term. In the event that the resident fails to return, then the full relet/room-mate charge shall be charged against the security deposit. The Management reserves the right to commence subleasing efforts if it is deemed to be in the best interest of Residents and/or Owner. The sublease fee is neither a lease contract cancellation fee, nor Buyout and does not release Residents from their obligations under this lease if those efforts are unsuccessful and/or new renters fail to execute the lease and pay monies due under the lease such as the security deposit. In the event of a roommate change, **ALL** current residents must come into the office together to work out the details of the roommate sublease. The Full sublet fee **MUST** be paid at the time of the Sublet.

9) The residence is: Not..... Partially..... Fully..... Furnished (Inventory sheet attached) and includes the following appliances: Refrigerator..... Stove..... Dishwasher..... Washer/Dryer..... Microwave..... The washer/dryer is provided as a courtesy and convenience to the Residents. The cost of repair of washer/dryer are the responsibility of Residents are responsible for all repairs of the window coverings, screens, garbage disposal jams, and blinds caused by tenant. Resident agrees to operate the above marked items properly and return them in good working condition. In the event of the necessity for major repairs of washer/dryer, or other items that were damaged by misuse, Manager/Owner may elect to remove these objects from the

premises without replacing them. Manager/Owner is not responsible for food loss due to refrigerator malfunctions or any damage to personal property due to malfunction of any other appliance.

10) The Resident(s) shall arrange for and be responsible for the following **utilities** within one business day:

- Water/sewer..... Gas..... Electricity.....** Phone (if desired)..... Internet..... Trash pickup.....
Cable (if desired) Lawn Maintenance..... Snow Removal..... Sprinkler Winterization.....
Other

Phone backer wire service for telephone, cable and internet shall be the sole responsibility of the Tenant. SATELLITE/DISH SERVICES must be approved prior to installation and CANNOT be installed on roofs under any circumstances. Placement on siding or building structures will require a \$350 damage fee for repairing the structure upon move-out. ALL satellite/dishes MUST be removed upon move-out. Damages caused by the Satellite/dish Company to cable wiring or interior walls will be considered as damages against the tenants security deposit.

For any **utilities** not in the Residents name on the day of move in there will be a **penalty of \$50.00 for TBC to handle the billing.** . Other utilities not checked or otherwise specified shall become the responsibility of the Owner. The Residents also acknowledge that they must **cancel service upon vacating the premises.** Resident is responsible for all utility costs through the end of the day on the lease end date **even if they leave** prior to that date and for the full day on the lease start date. Residents will be responsible for utility transfer fees if utilities are turned off prior to the Lease expiration date or not turned on by the lease start date. Residents are solely responsible for their own utility charges. If Residents elect not to add the phone backer wire service agreement with the phone company, Management/Owner **will not be responsible for wiring problems related to the phone service.** Any additional cable or phone jack installation will be the responsibility and expense of the resident. Residents must place any City of Fort Collins utilities in the name of **ALL** residents named on the lease. **No permanent electrical extension cord should be used by tenant on property.**

11) Residents shall be given one set of keys and have permission to make additional copies at their own expense. Anyone desiring to change locks, add additional deadbolts, chains, or door viewers may do so at their own expense, with the Manager/Owners permission, and copies of new keys must be provided to the *TBC Property Management*. Any additions must remain upon termination of this Lease. The original keys provided and any additional keys made must be returned at the end of the lease term. If keys are not returned, rent will be due at a daily rate in the amount of \$200.00 per day until all keys are returned and Residents will be charged for changing the locks. **RESIDENTS MUST CONTACT A LOCKSMITH AT HIS/HER OWN EXPENSE IF YOU GET LOCKED OUT. IF MANAGEMENT DOES OPEN A UNIT FOR A RESIDENT, THE COST WILL BE \$50.00.**

12) The Damage/Security deposits will be refunded within **sixty (60)** days upon moving provided that the terms and conditions of the Lease have been adhered to and the premises and grounds are returned in the same condition as when rented, except for normal wear and tear. If cleaning is not done by Resident, *TBC Property Management* will hire a professional cleaner and Resident will be charged that cost plus a **\$50.00** fee. Residents are responsible for having the **carpets professionally cleaned by a TBC Property Management approved Carpet cleaning company** upon move-out. Residents must provide a valid forwarding address. Residents must make arrangements for payment of their final utility bills. If *TBC Property Management* must pay the final bill, there will be a **\$50.00** charge added. Residents will be liable for any damage caused to the premises or furnishings. The deposit does not limit the liability of the Residents and retention of said deposit shall not prevent Management/Owner from recovering additional damages. Management/Owner has the right to offset with regards to back rent, late fees or damages. Any cost of collections will be added to the balance owing and the residents will incur that additional cost. Any unpaid charge (e.g.. late fees, check charges, back owing rent, maintenance bills...) may be deducted from the deposit, a credit card on file, or from any and all available sources at the end of the lease. Residents shall not apply the deposit to any rent payments. Management/Owner cannot be held liable for delays in security deposit refunds if Residents fail to provide a valid forwarding address, or have any unpaid bills, or charges. Residents understand that not providing proof of utility payments could delay the security deposit refund beyond sixty (60) days. Only one refund check per unit will be issued. Residents must provide written instruction signed by **all** parties to the lease of how and where they want the Security Deposit disbursed. If no instructions are given, the Security Deposit will be refunded to all parties at the last known address. If Residents wish to have a separate refund check, there will be an additional administrative charge of \$20.00 per additional check. In the event that a resident notifies Management/Owner of intent to transfer from one property to another, verbally or in writing, and they fail to enter into the new lease or fail to move into the property we are holding for them, they will forfeit their current deposit as damages for having removed the property from the market.

13) Residents must provide a detailed report regarding the Move-In Condition of their property within five days after move-in. If no report is returned, the property will be deemed to be in excellent condition and will be required to be the same upon vacating. Management does not have to accept an inspection report that is late or inaccurate. Residents must make an appointment for **NO LATER THAN 12:00 NOON ON THE LEASE END DATE** for Move-Out inspection, at which time all cleaning, moving, etc..., must have

been completed. **If move-out is not done prior to 12 noon, Residents will be charged an additional \$200.00 in rent unless move-out time was agreed upon in writing in advance with Management.**

14) No repairman shall be hired by the Residents without the approval of the Management/Owner, unless in an extreme emergency. Management shall maintain the right to enter the Premises to make repairs at our convenience upon a Resident's request for maintenance. Residents accept the residence "**As Is**" unless otherwise stipulated in writing under the additional provisions of this lease. No demands can be made to prevent enforcement of this lease agreement that were not previously agreed upon in writing. Residents cannot withhold rent for maintenance. Any damage requiring maintenance that is deemed to have been caused by Residents, Resident's family or guests, shall be at the Resident's expense, and shall be paid within five (5) days of receipt of the bill. Failure to report maintenance items in a timely manner that result in additional damages to the property may bring liability for damages to the Resident due to not reporting maintenance items promptly. **For emergency please call TBC 970-224-0852, Follow the instructions on the recording.**

15) Residents agree to keep and, at end of the term, return the residence, grounds, and fixtures therein in a clean and sanitary condition and in good repair.

a. Residents are required to keep all vehicles in good operating condition and repair. All vehicles must have a current license and registration. Any out-of-date, unlicensed or unregistered vehicles, or inoperable vehicles, will be posted with a tow notice and towed at the vehicle owner's expense. No maintenance of vehicles is allowed on the Premises.

b. **Residents are required to check and maintain the smoke alarms, or other safety devices and are responsible for replacing batteries of their safety devices at least twice a year.** Any malfunction should be reported to the Management. **RESIDENTS MAY NOT DISCONNECT THE SMOKE DETECTORS** and will be held liable for any loss or damage from fire, smoke, or water if that condition arises from your failure to report malfunctions.

c. Residents shall be responsible for replacing furnace filters at least twice per year. If the residents would like to have the fireplace serviced they may do so at their own expense. Our maintenance will take care of gutter cleaning. Please notify us if you have any gutter clogs or problems. Any damages caused by poor drainage from poor gutter maintenance will be the responsibility of the Residents if it was not reported to Owner/Management. In case the premise has a **wood fireplace** Resident will need to contact TBC Property Management IN order a cleaning to be done before it is used.

d. Management/Owner will not replace any screen doors or screens. Any screens or screen doors that are damaged during your occupancy will be repaired or replaced by the Resident.

e. All clogged drains, toilets, and sewer lines caused by Residents are the sole responsibility of the Residents to pay for and must be paid at the time of repair, unless said stoppage is a result of structural defect or root growth in the main sewer line.

f. Residents may use a minimal amount of small tacks or nails to hang pictures and personal effects and accepts responsibility for damage caused, if any. Residents **must not** patch, or putty nail holes at move-out, or use any tape, molly bolts, sticky hooks, or poster putty to hang pictures.

g. Residents **will not put vinyl stickers** on the walls since they let some oily layer that cannot be repainted

h. Residents agree to **keep the Premises heated 24 hours a day to at least 60 degrees** and to keep cabinet and closet doors open so that heat will circulate around the water pipes during severe cold weather. Residents agree to disconnect outside hoses during the months from September through April. Residents will be held liable for damage to the property if damage is caused by broken water pipes due to violating the above requirements.

16) **The Residents are responsible for their own contents/renter insurance and are hereby required to purchase renter's insurance for all personal property prior to receipt of keys and possession. TBC Property Management shall also be named as additional interest on the renters insurance policy. Management/Owner cannot be held liable for damages to the Residents personal property** on the premises as a result of fire, theft, pests, water damage, wind and/or other casualty caused by the condition of the Premises, or other residents or occupants of the building in which the Premises is located. Residents agree to indemnify, defend and hold the Management/Owner harmless from and against any claim for loss or damage to persons or property of the Residents or his/her guests, whether from theft, accident or otherwise. Management/Owner shall not be liable for any injury to Resident, Resident's family, guests, or any person entering the residence, building, or property in which the premises is a part.

17) **Residents agree that no more than 3 unrelated people shall occupy the Premises as per city code. No others may reside at the premises other than those named on the application and in this lease. Any occupant who resides longer than ten days must be included on the lease. If any additional person should occupy the Premises without written permission of Management/Owner, Management has the authorization of the Residents through the authority of this Lease agreement to Evict the additional party effective as of the date of notice of violation. Residents shall be responsible for any fines imposed on Management/Owner due to a breach in this provision of the Lease.**

Management/Owner shall not be responsible for any fines or penalties caused by the action/inaction of the Resident. All parties acknowledge receipt of the city occupancy disclosure form which is incorporated into this lease agreement and agree to abide by the terms and conditions set forth therein. If Resident is evicted due to violation of this provision, Resident shall remain liable for the balance of rent remaining for the term of the lease. If any people other than those on the lease reside at the property without managements consent there will be an additional \$200. 00 per month rent due per person. Upon being notified of the additional person the additional rent will still be due and if the person is in violation of the City occupancy ordinance they will be required to move. All parties acknowledge the City Occupancy disclosure is attached to this agreement.

18) Residents agree that the Premises shall be used for residential purposes only. The Premises shall not be used in violation of any applicable laws or ordinances nor as to interfere with other resident's quiet enjoyment. **THE USE OF THE PROPERTY FOR GROWING MARIJUANA, EVEN IF A LICENSE IS OBTAINED FROM THE APPROPRIATE GOVERNMENTAL AGENCY, SHALL BE STRICTLY PROHIBITED.** Residents, resident's family, and guests agree to adhere to any rules and regulations that may be inherent to the property, which include: condominium association rules, covenants and governing doctrines, and which may be changed by the Management/Owner during the term of this Agreement.

19) Failure of Management/Owner to insist upon strict compliance with the terms of this Lease Agreement shall not constitute a waiver of their right to act on any violation. If any provision of the Lease Agreement is invalid under applicable law, such provision shall be ineffective to the extent of such invalidity only, without invalidating the remainder of this Agreement.

20) If either party institutes legal action under the Lease Agreement, the prevailing party shall receive reasonable attorney's fees in addition to court and other costs. All remedies under this Lease Agreement, or by law or equity, shall be cumulative.

It is agreed by all parties that in the event of a dispute, other than non-payment of rent, that all parties are required to seek mediation before any court action, legal action, or reporting to any regulatory agency, Better Business Bureau etc.

21) If the property includes a yard, it shall be the Resident's sole responsibility and expense to maintain the yard in an acceptable condition. This shall include but not be limited to watering, mowing, and trimming walks and bushes. If the yard has a sprinkler system, Residents are responsible for cooperating with scheduling to have the system winterized. Residents are required to turn the system on and to **provide adequate watering to keep the lawn alive.** The Residents shall also maintain the residence grounds, garage, patio, breezeway, and storage areas in good order. Even if the yard mowing is conducted by the Management/Owner the Resident is still responsible for watering, controlling weeds, raking leaves, removing trash and caring for trees and shrubs and removal of saplings that spring up around the foundation of the home. Any damages to trees, shrubs, and lawn due to Residents neglect will be repaired or replaced entirely at the Residents expense. If Management/Owner feels that the grounds are not being maintained in an acceptable condition. Management may hire the work to be done at the Resident's expense without any notification to the Residents. At that time a \$ 50 fine will be charged.

22) If the property is vacated or abandoned by Residents, or if the Residents shall be in default in rent due, Management/Owner may enter and remove all personal property from the residence, as provided by law, in order to exercise of Owner's lien. Permission is hereby granted to enter the residence for the purpose of enforcing a Landlord's lien under applicable State law. If Resident abandons the premises or, upon legal termination of the lease agreement, has his/her personal effects remaining upon the premises, said belongings become the property of the Management/Owner, to be disposed of as he so chooses. At that time, the Management will change the locks on the premises, at Residents expense, and may deny the Resident all further access thereto. Resident agrees that the Management/Owner shall not be liable in any way for any destruction, conversion or disposition of personal property. Management/Owner shall be entitled to collect all costs and expenses in removing and/or storing such property.

23) In the event of failure of Residents to pay any rental due hereunder within three (7) days after the same shall be due then the Management/Owner will post an eviction notice. A \$50 posting fee will be charged.

24) It is understood that all monies received shall be applied first to non-rent balances owed, and lastly to rent. All monies received shall be in the form of personal check, cashier's check, money order or electronic transfer. Cash will not be accepted. Management assumes no responsibility for cash left in the Night Drop. Late rents will only be accepted in the form of a money order or a cashier's check.

25) Resident releases Management/Owner from liability for and agrees to indemnify Management/Owner against all losses incurred by Management/Owner as a result of (a) resident's failure to comply with this Agreement and the Rules and Regulations; (b) any damage or injury happening in or about the residence to Residents, Resident's guest or Resident's family or such person's property; (c) damage or loss about the residence or community caused by Residents, Resident's family or guest; (d) Resident's failure to comply with any requirements imposed by any governmental authority; and (e) any judgment, lien or other encumbrance filed against the residence as a result of Resident's action/inaction.

26) Residents hereby agree and acknowledge that Management/Owner shall not provide and shall have no duty to provide any security services to residents at the community. Residents shall look solely to the public Police Force for security protection.

Residents agree and acknowledge that protection against criminal action is not within the power of Management/Owner. Management/Owner shall not be liable for failure to provide security services or for criminal or wrongful actions by others against Residents, Resident's relatives or Resident's guests.

27) Residents take responsibility for any violations of the City of Fort Collins "Nuisance Ordinance" or "Occupancy Code" and will be responsible for all fines imposed if found in violation. Residents will also act quickly to remedy the complaint, and agree to refrain from any activity that violates the City Ordinances. Additionally, if the property is identified as a nuisance and the city exercises its right to evict/restrict the Resident from being on the property, the Residents are still responsible for all rent due for the term of the lease or until a new renter is found. The nuisance ordinance relates to, but may not be limited to, cleanliness of the grounds, weeds, snow removal, mowing of grass, and noise or party violations. Residents agree to pay for any bills from the City for violations of any kind for which the Resident is responsible. Tenant shall also be required to pay a \$50 inspection fee to TBC Property Management to verify that the work is complete.

28) BROKERAGE RELATIONSHIPS AND DISCLOSURE: TBC Property Management and its agents are working with you as a Seller's (Landlords Agent) on properties that we manage. LANDLORD'S AGENT: On properties that we manage we are an agent for the landlord and not your agent, unless we enter into a written agreement to act as your agent. We owe duties to the landlord which include utmost good faith, loyalty and fidelity. We will negotiate on behalf of and act as an advocate for the landlord. Please do not tell us any information which you do not want shared with the landlord. _____

29) Tenant acknowledges the receipt of the "Disclosure of Information on Lead-based paint and Lead-based paint Hazards form, and the EPA pamphlet "Protect Your Family From Lead In Your Home" which is hereby attached to this lease, if applicable to the property. Any property built before 1978 could have lead paint.

30) No smoking, vaping is allowed in the premises at any time. Smoking and vaping on the premises will result in a \$500 fine and be grounds for eviction. Smoking outside is allowed, however, cigarette butts must be placed in appropriate containers, and not thrown on or around the property. Any clean-up required for cigarette butts will be charged back to the resident. If smoke/incense odor or damages occur, Residents will be responsible for all cost to clean, replace window coverings and paint to remove the odor and other damages as is necessary.

31) Although the possession of Marijuana has been legalized by amendment to the State Constitution, and the possession and growing of Marijuana is legal under certain provisions of the law, SMOKING or GROWING of MARIJUANA on the premises is STRICTLY PROHIBITED. Violators shall be subject to a forfeiture of the FULL Security Deposit and Immediate EVICTION as a Violation of this Lease and FEDERAL LAW. Possession of a license shall not create an exception to this provision. _____

ADDITIONAL PROVISIONS:

RESIDENT

PHONE

DATE

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

MANAGEMENT

Lead-Based Paint Disclosure (Rentals)

Attachment to Residential Lease or Rental Agreement for the Property known as:

.....
Street Address City State Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY.

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 (plus adjustment for inflation) for each violation.

**Disclosure for Target Housing Rentals and Leases
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure to Tenant and Real Estate Licensee(s)

- (a) Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.
- (b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):
 - Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 - Landlord has knowledge of lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (c) Records and reports available to Landlord (check one box below):
 - Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
 - Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Tenant's Acknowledgment

- (d) Tenant has read the Lead Warning Statement above and understands its contents.
- (e) Tenant has received copies of all information, including any records and reports listed by Landlord above.
- (f) Tenant has received the pamphlet "Protect Your Family From Lead in Your Home".

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Landlord's Disclosure, has informed Landlord of Landlord's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

Landlord	Date	Tenant	Date
Landlord	Date	Tenant	Date
Landlord	Date	Tenant	Date
Real Estate Licensee (Listing)	Date	Real Estate Licensee (Leasing)	Date

CRIME & DRUG FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Landlord and Tenant agree as follows:

1. Tenant, any members of the Tenant's household or a guest or other person under the Tenant's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises.

"Premises" means the dwelling unit and any other area located within the building or on the property where the dwelling unit is located. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)) or possession of drug paraphernalia.

2. Tenant, any member of the Tenant's household or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the premises.

3. Tenant and/or members of the household will not permit the dwelling unit to be used for, or to facilitate, illegal activity, including drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. Tenant, any member of the Tenant's household or a guest, or another person under the Tenant's control shall not engage in the unlawful manufacture, sale, use, storage, keeping, giving, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.

5. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement on the premises that otherwise jeopardizes the health, safety or welfare of the landlord, his or her agent(s), or other tenants.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease.

It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

CRIME-FREE/DRUG-FREE LEASE ADDENDUM

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. This LEASE ADDENDUM is incorporated into the lease executed on the day of, 20..... between the Landlord known as and the Tenant known as for the property located at City of, State of

This addendum is not intended to offend or imply criminal involvement, and shall apply to all Tenants of the property.

Landlord Signature

Date

Tenant Signature

Date

APPENDIX B

MOLD NOTIFICATION ADDENDUM TO RENTAL AGREEMENT

THIS AGREEMENT made and entered into between, "Owner/Agent" and
....., "Resident". Resident is renting from Owner/Agent the premises located at:
Street Address:
Unit # (if applicable): City: State: Zip:

It is our goal to maintain the highest quality living environment for our residents. Therefore, know that the Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important the Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

- 1- Resident agrees to keep the unit free of dirt and debris that can harbor mold.
- 2- Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
- 3- Resident agrees to notify owner of overflows from bathroom, kitchen, or unity laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
- 4- Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside premises.
- 5- Resident agrees to allow the Owner/Agent to enter the unit to inspect and make necessary repairs.
- 6- Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fans.
- 7- Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
- 8- Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
- 9- Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
- 10- Resident agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Resident.
- 11- Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

Applicant:

Applicant's address:

Home Phone: Work Phone:

Applicant:

Applicant's address:

Home Phone: Work Phone:

Applicant:

Applicant's address:

Home Phone: Work Phone:

Date: Owner/Agent:

**DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY,
TENANT AGENCY OR TRANSACTION-BROKERAGE.**

**BROKERAGE DISCLOSURE TO TENANT
DEFINITIONS OF WORKING RELATIONSHIPS**

For purposes of this document, landlord includes sublandlord and tenant includes subtenant.

Landlord's Agent: A landlord's agent works solely on behalf of the landlord to promote the interests of the landlord with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the landlord. The landlord's agent must disclose to potential tenants all adverse material facts actually known by the landlord's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the landlord.

Tenant's Agent: A tenant's agent works solely on behalf of the tenant to promote the interests of the tenant with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the tenant. The tenant's agent must disclose to potential landlords all adverse material facts actually known by the tenant's agent, including the tenant's financial ability to perform the terms of the transaction and, if a residential property, whether the tenant intends to occupy the property. A separate written tenant agency agreement is required which sets forth the duties and obligations of the broker and the tenant.

Transaction-Broker: A transaction-broker assists the tenant or landlord or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a tenant's financial ability to perform the terms of a transaction and, if a residential property, whether the tenant intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

RELATIONSHIP BETWEEN BROKER AND TENANT

Broker and Tenant referenced below have NOT entered into a tenant agency agreement. The working relationship specified below is for a specific property described as:

or real estate which substantially meets the following requirements:

Tenant understands that Tenant shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified by Tenant.

CHECK ONE BOX ONLY:

Multiple-Person Firm. Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

One-Person Firm. If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

CHECK ONE BOX ONLY:

Customer. Broker is the landlord's agent landlord's transaction-broker and Tenant is a customer. Broker intends to perform the following list of tasks: Show the premises Prepare and Convey written offers, counteroffers and agreements to amend or extend the contract. Broker is not the agent or transaction-broker of Tenant.

Customer for Broker's Listings – Transaction-Brokerage for Other Properties. When Broker is the landlord's agent or landlord's transaction-broker, Tenant is a customer. When Broker is not the landlord's agent or landlord's transaction-broker, Broker is a transaction-broker assisting Tenant in the transaction. Broker is not the agent of Tenant.

Transaction-Brokerage Only. Broker is a transaction-broker assisting the Tenant in the transaction. Broker is not the agent of Tenant.

If Broker is acting as a transaction-broker, Tenant consents to Broker's disclosure of Tenant's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Tenant, or use such information to the detriment of Tenant.

THIS IS NOT A CONTRACT.

If this is a residential transaction, the following provision applies:

MEGAN'S LAW. If the presence of a registered sex offender is a matter of concern to Tenant, Tenant understands that Tenant must contact local law enforcement officials regarding obtaining such information.

TENANT ACKNOWLEDGMENT:

Tenant acknowledges receipt of this document on _____.

Tenant

Tenant

BROKER ACKNOWLEDGMENT:

On _____, Broker provided _____ (Tenant) with this document via _____ and retained a copy for Broker's records.

Brokerage Firm's Name: _____

Broker