

## RESIDENTIAL LEASE AGREEMENT

This Lease made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between,  
\_\_\_\_\_ Tenant one, \_\_\_\_\_ tenant two, and YEPPER  
ENTERPRISES, LLC, Landlord.

The Landlord, in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Tenant, demises unto the Tenant the premises known as 5650 B W. 60th Avenue in Arvada, Colorado ("the Premises"), to be occupied as living quarters, and for no other purpose whatsoever, from 12 noon on \_\_\_\_\_ for a term of \_\_\_\_\_ months, and to expire at 12 noon on \_\_\_\_\_, 20\_\_\_\_.

The Tenant, in consideration of such demise, covenants and agrees as follows:

1. Tenant will commence occupancy on \_\_\_\_\_, 20\_\_\_\_. The monthly rental payment is One Thousand Seven Hundred Dollars (\$1700.00) per month provided that rent is paid in advance on or before the first day of each month. If rent is late for any reason a \$50.00 late fee will be accessed. We only accept electronic funds transfer (ACH option on the invoice) via our billing system as this is the only acceptable proof of the date and time the payment is made. You must have a bank account for this to work. If your bank declines to transfer funds for any reason that will be grounds for a late payment penalty. We do not accept any other form of payment. There are no grace periods or extensions for any reason. Offers of work, trade, or services in lieu of rent will not be considered.

Initial \_\_\_\_\_

2. Tenant shall pay to Landlord the first month's rent and a security deposit. The security deposit is equal to one month's rent. This Security Deposit is security that the Tenant will comply with all the terms of this Lease. This Security Deposit may not be used to pay the last month's rent without the Landlord's prior written consent.

If the Tenant breaks or otherwise violates this Lease prior to the official move-out date, the Landlord may be able to keep all or part of this Security Deposit to cover unpaid rent and or/damage to the property.

Upon Tenant's official move-out date, the Landlord will inspect and document the condition of the Tenant's apartment. Within 60 days of the end of this Lease Agreement, if the Tenant has supplied the Landlord with a forwarding address, the Landlord will either (a) return the Security Deposit or (b) provide the Tenant with a written notice including an itemized list as to why the full Security Deposit amount is not being returned to the tenant and a check for any remaining Security Deposit owed to the Tenant after the allowed deductions have been made.

The Landlord may use as much of the Security Deposit as necessary to pay for damages resulting from the Tenant's move-in, occupancy or move-out and demand that the Tenant replace the amount of the Security Deposit used by the Landlord.

3. Landlord's Agent, Kristen Hass, occupies the house adjacent to the Premises. Landlord's Agent shall have full authority to represent Landlord in all dealings with Tenant.

4. At least sixty days written notice must be given to Landlord or his Agent of the intention to terminate the tenancy, with such notice to expire on whatever day of the month tenancy would terminate. If the Tenant holds over after the expiration of the term of this Lease, a month-to-month tenancy shall exist, and all the terms, conditions, and covenants of this Lease shall remain in force.

5. The Premises are rented to the Tenant to be used only by the Tenant and shall not be subleased or assigned. The premises will be used solely for residential purposes and be occupied by no more than 2

adults and no more than 4 persons total. Both adults must sign the lease. Any overnight guests must not exceed the total occupancy limits. No commercial business or major mechanical work or repair shall be operated on the Premises. Operating a daycare or babysitting service or any other business on the premises, even if no payment is collected for such services, is prohibited.

6. If you occupy the residence from the onset of the Lease without pets then we will maintain a no pets policy for the duration of the Lease. If you move in with pets we will allow two (2) pets total, these are limited to, birds, fish (you cannot exceed two aquarium ecosystems, that cannot exceed 50 gallons each and shall not be placed in the sunroom), dogs (see restrictions below), and cats. We do not allow reptiles, amphibians, rabbits, rodents, insects, ferrets, exotic animals, or farm animals of any type. The full pet policy and any amendments are part of this Lease. Your pet application is for a specific animal(s). If you get a different pet(s) for any reason, even if it is the same type and breed as the previous pet you must submit a new pet application for approval. No extra monthly pet fees for fish or birds, there is a \$25 fee per month per cat and \$40 per month fee per dog.

Restricted Breeds: Rottweiler, Pit-bull (American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, Chow Chow, Akita, Wolf-Hybrids, German Shepherd, Doberman Pinscher, Presa Canario, and any mix of these breeds.

7. Tenant shall not smoke or allow others to smoke on the Premises. The use, cultivation, storage, or sale of marijuana on the Premises is prohibited. The use of any other narcotics or drugs that are not prescribed by a licensed physician is also prohibited. If Tenant is found to have conducted any illegal or unlawful activities on the Premise, the Tenant shall be considered to be in breach of this Lease.

8. The premises are rented unfurnished and are equipped with a stove, oven, refrigerator, washer/dryer, air conditioner, flooring, and light fixtures. These items are new as of October 2018 and are to be returned to the Landlord or Agent at the expiration of occupancy, in as good condition as received (reasonable wear and tear excepted).

9. Tenant shall maintain renter's insurance during all periods of tenancy and shall name Landlord as a secondary insured. Tenant must provide Landlord with proof of valid renter's insurance covering the Premises within ten days of signing this Lease.

10. Tenant shall supply a current credit report (at Tenants expense) to the Landlord before signing the lease and taking possession of the premises.

11. The Landlord shall pay for water, electric, gas, and trash service. Landlord is responsible for the turning on and winterizing the air conditioner. The air conditioner will be turned on approximately June 1st and is winterized approximately October 1st, at the Landlords discretion. Landlord shall provide trash removal for normal residential trash. Large items not generally accepted by a residential trash company shall not be left outside the Premises or put in the dumpster. The Tenant shall be responsible for obtaining and paying for telephone, cable, internet, or satellite service to the premises. Landlord must approve the location of any equipment installed on the Premises, including any antennas. Placing any antenna on the roof will not be permitted.

12. The Landlord or Agent shall give the Tenant quiet enjoyment for the term of the Lease. Landlord reserves the right to enter upon the premises without notice in an emergency situation. Landlord also reserves the right to enter upon the premises with one hours' notice in order to inspect the property or show the property to prospective Tenants. Landlord shall make reasonable repairs to the Premises upon notice from Tenant and within a reasonable time. Tenant shall promptly inform Landlord when repairs are needed.

13. If the Tenant defaults on any provision in this Agreement, Landlord reserve the right to any one or more of the following: enter and/or repossess the premises and dispose of all property located therein.

14. Tenant will do nothing and permit nothing to be done on or about the premises which will contravene any fire insurance policy covering the same. Tenant shall not permit any portion of the Premises to be used in a manner that may endanger the person or property of the Landlord, co-tenants, or any person living on or near the Premises. Tenant shall keep all portions of the Premises in a clean and habitable condition. Tenant shall not make any alterations or additions to the Premises without Landlord's written approval. Tenant shall keep the sidewalk and driveway free of snow and ice in accordance with Arvada municipal codes. Tenant shall keep the sewer line free from obstruction. Tenant shall keep the interior and exterior of the Premises free from all litter, dirt, debris, and obstructions. Tenant shall not paint any exterior or interior walls of the Premises without prior approval of the Landlord. Tenant shall not withhold or offset rent for any repairs or improvements Tenant may make to the Premises.

15. Tenant will protect, indemnify and save Landlord, its partners, shareholders, employees, officers, directors, agents and their respective successors and assigns harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by or asserted against Landlord by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways, or resulting from an act or omission of Tenant or anyone claiming by, through or under Tenant; (b) any failure on the part of Tenant to perform or comply with any of the terms of this Lease or any other agreements affecting the Premises; (c) the use, occupation, condition, or operation of the Premises or any part thereof; or (d) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. In case any action, suit or proceeding is brought against Landlord by reason of any such occurrence, Tenant will, at Tenants sole expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended with counsel acceptable to Landlord. Notwithstanding the foregoing, Tenant shall not be responsible for the gross negligence and willful misconduct of Landlord, its affiliates or their employees: (a) resulting in any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways; and (b) with respect to the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof.

16. Tenant shall not park any vehicles, nor permit visitors, guests, or invitees to park any vehicles, anywhere on the Premises or the adjoining property other than the assigned parking spaces. Parking spaces are to be occupied by passenger vehicles with current registration and in working order. No vehicle repairs or maintenance may be performed on the property. No recreational vehicles, boats, or trailers are to be parked on the premises. The driveways shall remain clear at all times. There is no guest parking provided.

17. Tenant may store common small outdoor use items such as BBQ grills, bicycles, and kids' toys in the backyard. All other outdoor storage is prohibited. No storage is permitted in the front yard, on the driveways, in the parking spaces, or anywhere else other than the backyard and in the house.

18. Landlord will mow the backyard as needed. To facilitate grounds maintenance, you may not leave personal property unattended on lawnmowing day. Tenant is responsible for watering the backyard.

19. Landlord warrants that the premises have been treated for pests. If a pest infestation occurs, Tenant shall notify Landlord immediately. Tenant will be billed for pest treatment as needed.

20. Any disputes arising under this lease shall be heard in the District Court of Jefferson County, Colorado.

## 21. Additional Rules

- a) Under no circumstance, may a kerosene heater, stove, oven or range be used as a source of heat.
- b) Charcoal and gas barbecue grills may not be used inside the Leased Premises.
- c) All windows and doors must remain closed during inclement weather.
- d) The Tenant must notify Landlord of any changes in employment.
- e) The basement and/or attic may not be modified for the use as living quarters without the written permission of the Landlord
- f) Waterbeds and liquid furniture are not permitted without the written permission of the Landlord.
- g) The Tenant may not hang or place any signs on or about the Leased Premises.
- h) The Tenant may not block the fire escape at any time.
- i) Landlord does not permit loud gatherings. A disturbance caused by Tenant or Tenant's occupants or invitees that results in any police action or complaints from neighbors is considered sufficient cause for termination of this Lease and action for eviction as permitted by law.
- j) Both Landlord and Tenant agree to update either party with any change of email or phone number.
- k) If Tenant(s) violate the Lease and allow a pet on the premises without the Landlord's permission, they will be responsible for a \$500 fine and any additional costs to remove the animal, clean and deodorize the premises.
- l) Absolutely no smoking is permitted in the Leased Premises.
- m) The Tenant may not interfere with the peaceful enjoyment of the neighbors.
- n) The Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence.
- o) The Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Lease Premises.
- p) The Tenant agrees to test smoke detector(s) periodically as well as maintain operational batteries at all times.
- q) The Tenant must report any malfunction with smoke detector(s) immediately to Landlord. The Tenant agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed on the Leased Premises.
- r) The Tenant agrees to test carbon monoxide detector(s) periodically as well as maintain operational batteries at all times. The Tenant must report immediately to the Landlord any malfunction with the carbon monoxide detector(s).
- s) The Landlord has provided fire extinguisher(s) for your safety. The Tenant may not misuse, dismantle, block or remove the fire extinguisher(s). The Tenant must report to the Landlord any use, malfunction or repair required. In the event of the negligent use of the fire extinguisher(s) the Tenant will be responsible for any damage to the Leased Premises as well as the replacement or refill of the fire extinguisher(s).
- t) Absolutely no hazardous materials are permitted to be in or around the Leased Premises at any time.
- u) Tenant may use the lawn and concrete driveway area in front of the premises for leisure activities. To facilitate grounds maintenance, you may not leave personal property unattended on the lawn or driveway after its use.
- v) The asphalt driveway shall not be used for recreation or parking by anyone at any time.
- w) Long-term guests and recurring guests are not allowed.

22. Tenant acknowledges the use of outdoor security surveillance cameras on the property. These cameras view every area of the property.

23. This document contains the full lease terms. No amendments, modifications, or changes shall be made to

this lease unless made in writing and signed by all parties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Landlord \_\_\_\_\_ Tenant one \_\_\_\_\_ Tenant two \_\_\_\_\_

Attached Premises Preoccupancy Inspection Notes

Premises Preoccupancy Inspection Notes

Cross out unused lines before making copies

Date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By signing below, Tenant agrees that Tenant has had the opportunity to walk through the Premises prior to signing this Lease and agrees that any deficiency of the condition of the Premises is as described herein.

Landlord \_\_\_\_\_

Cross out unused lines before making copies

Tenant one \_\_\_\_\_ Tenant two \_\_\_\_\_

**PET POLICIES**

1. Screening/Registration:

Pet caregivers must complete a Pet Application Form before occupying the unit. If the pet is a dog or a cat, a current photograph should be attached. The managing agent will present a copy of the Pet Policies to the resident for review and signature.

2. Types of animals allowed and pet fees:

We allow 2 pets total, these are limited to, birds, fish (you cannot exceed two aquarium ecosystems, that cannot exceed 50 gallons each and shall not be placed in the sunroom), dogs (see restrictions below), and cats. We do not allow reptiles, amphibians, rabbits, rodents, insects, ferrets, exotic animals, or farm animals of any type. No extra monthly pet fees for fish or birds, there is a \$25 fee per month per cat, and \$40 per month fee per dog.

3. Restricted breeds:

Rottweiler, Pit-bull (American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, Chow Chow, Akita, Wolf-Hybrids, German Shepherd, Doberman Pinscher, Presa Canario, and any mix of these breeds.

4. Vaccinations:

Pet owners must provide a certificate of vaccination at the time of lease and renewal for all pets listed on the addendum.

5. License:

Is required as per the City of Arvada and a copy of the license will become part of the Lease.

6. Insurance:

Pet caregivers shall indemnify the Landlord and their agents and hold them harmless against loss or liability of any kind arising from their pet(s). The renter's insurance policy shall include a clause that the Tenant's insurance policy will cover damage caused by the pet.

7. Other:

a) New Pets must be approved prior to the pet moving onto the premises. A new Pet Application shall be filled out and submitted to the Landlord for approval.

Pets must be confined to the pet owner's unit and shall not be allowed to roam free or be tethered. Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash or placed in an animal carrier. Pets shall be exercised in the tenant's backyard. Pets must be on a leash if outside of Tenants property.

b) Pets shall not be kept, bred, or used for any commercial purpose. All cats and dogs must be spayed or neutered before moving onto the property.

c) The fence on this property is provided to delineate human areas that humans occupy. The fence is not provided with the intent to contain any animal under any circumstance. If your animal escapes from a fenced area, it is totally your responsibility. You are responsible for repairing the damage done to the fencing or holes in or, under the fencing caused by your animal.

d) Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in the following designated areas only: Landlord provided trash dumpster. Cat litter may not be disposed of in toilets.

e) Tenant shall be responsible for cleaning up pet waste and toys weekly especially during lawn mowing season.

f) Keep the unit clean and free of pet orders, insect infestations and pet feces, urine, waste, and litter.

g) Tenant shall not wash pet blankets, bedding etc. in Landlord supplied washer and dryer.

h) Pet caregivers are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner. Pet caregivers shall restrain and prevent the pet from gnawing, chewing, scratching or otherwise defacing the doors, walls, windows and floor coverings of the unit, other units and the common area, buildings, landscaping, and shrubs.

i) No pet shall be allowed to become a nuisance or create any unreasonable disturbance, examples of nuisance behavior for the purposes of this paragraph are:

i. Pets whose unruly behavior causes personal injury or property damage.

ii. Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for 30 minutes or more to the disturbance of any person at any time of day or night.

iii. Pets in common areas who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier.

iv. Pets who relieve themselves on walls or floors of common areas.

v. Pets of vicious or dangerous disposition shall not be permitted. Any pet duly determined to constitute under state or local law as a nuisance or threat may be required to be immediately removed.

vi. Pets who are conspicuously unclean or parasite infested.

vii. Pet caregiver must provide the name and phone number of a responsible person that in the event the tenant cannot care for the pet, they will come and remove the animal from the premises. Tenant is responsible for keeping this information current.

viii. Residents are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident pets. No pet(s) of guests can stay in the unit for more than 14 days (consecutive or staggered) in any one-year period without the prior written permission of the managing agent. Guest animals must be covered by the renter's insurance policy.

8. Enforcement:

a) Any resident or managing agent observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance. If the complaint is not resolved, the pet caregiver will receive written notice of the violation.

b) If upon the second [2] violation(s) the problem is still unresolved, based solely by the managing agent discretion, the pet caregiver will immediately remove the pet from the premises. The managing agent also has the authority to assess and collect fines for violations of the rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.

c) At the managing agent's discretion, the Lease may also be terminated.

9. Landlord reserves the right to modify the Pet Policy with 30 days notice. A copy shall be presented to the tenant for signature.

Landlord Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant 1 Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant 2 Signature \_\_\_\_\_ Date \_\_\_\_\_