Renewal

# RESIDENTIAL RENTAL LEASE AGREEMENT

**1. PARTIES.**
This is a RENTAL LEASE AGREEMENT (hereinafter "Lease" or "Agreement") dated 05/25/2021 between Apartment Management Consultants, LLC (hereinafter "Owner"), and Jason Niederauer, Scott Niederauer, (collectively hereinafter "Resident"). Resident along with the following minor persons, _____ shall be authorized occupants. If the name of the Owner changes in the future, Owner or its authorized agent shall notify you by email within one business day and shall post the identity of the new Owner or authorized agent in the leasing office. On the Lease Start Date (defined below), Resident agrees to pay to Owner a non-refundable Lease Initiation Fee in the amount of $200 for Owner's administrative and other costs incurred in processing this Lease transaction and applicable paperwork, including preparation of this Lease. The address of the Owner's authorized agent is 6143 South Willow Drive, Suite 410, Greenwood Village, CO 80111.

**2. LEASE RELATED INFORMATION – RELIANCE - DISCLOSURE.**
This Lease is executed after Resident completed a Rental Application. Resident acknowledges that Owner is entering into this Lease in reliance on the information contained in Resident's Rental Application and any and all other information provided to Owner by Resident. If such information is false or materially misleading, then Owner shall have the option to terminate Resident's right to possession upon three (3) days notice to quit or Resident failing to cure the violation after receiving a written 10-day Demand for Compliance or Possession from Owner. Resident shall promptly notify Owner in writing of any subsequent change in the information provided by Resident on Resident's Rental Application. Owner may provide to law enforcement, governmental agencies and officials, and census takers, with or without a subpoena or court order, information regarding this Lease and Resident or any other person believed to be present at the Premises, including but not limited to information regarding the identity of those occupying the Premises, their contact information, and their rental history. Owner may also disclose such information for business purposes including reporting any unpaid amounts to credit bureaus. At any time Resident owes or is financially liable to Owner pursuant to this Lease, Resident agrees that Owner may conduct background, criminal history, and credit checks, and Resident agrees to promptly inform Owner of any changes in employment.

**3. TERM AND DESCRIPTION.**
Owner hereby leases to Resident, and Resident hereby leases from Owner, the Premises in the Pathfinder Northglen Holdings, LLC dba Echo Ridge at North Hills apartment community ("Community" or "Apartment Community") known as 11450 Melody Drive #C-304, apt. C-304, Northglenn, CO 80234, County of Adams, State of Colorado ("Premises"), subject to the terms and provisions hereof, for the term beginning on 07/11/2021 (the "Start Date"), and ending at close of business on 06/30/2022 (the "End Date"). Except for any month-to-month periods, any renewals or extensions of the Lease term for an additional specified term or renewal must be in writing and signed by both Resident and Owner.

**4. RENT, MOVE-IN CHARGES.**
**Summary of Deposits and Monthly Charges:**

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| Base Monthly Rent: | $1,765.00 | Deposit: | $700.00 |
| Pet Rent: | $0.00 | Pet Deposit: | $0.00 |
| Garage Rent: | $0.00 | Garage Deposit: | $ |
| Storage Rent: | $0.00 | Storage Deposit: | $ |
| Washer/Dryer Rent: | $ | Other Deposit: | $ |
| Other Rent: | $0.00 | | |
| Monthly Concession: | - $49.00 | | |
| **Total Monthly Rent:** | **$1,716.00** | **Total Deposit:** | **$700.00** |

Resident agrees to pay Owner monthly the Total Monthly Rent of $1,716.00 ("Total Monthly Rent") per month, starting on 07/11/2021. The Total Monthly Rent is the sum of the base monthly rent of $1,765.00, less a monthly concession of -$49.00, plus the total monthly options rent of $0.00. Resident agrees to pay monthly options rent in the following amounts for the following options: $0.00 Garage/Carport/Parking/Storage Rent, $0.00 Pet Rent, $_____ Washer & Dryer Rent, and $0.00 Other Rent. Other Rent consists of (specify): _____. In addition to the amounts set forth in this Section, Resident agrees to pay all other amounts set forth in this Agreement or any Addenda. If this Agreement starts on a date other than the first day of any month, the Total Monthly Rent for the partial month shall be computed based upon a daily rate, which shall be calculated by dividing the Total Monthly Rent by the number of days in the month the Agreement starts and shall be due upon execution of the Lease. If this Lease commences after the 23rd day of the month, payment of a portion of the Total Monthly Rent for the partial month together with Total Monthly Rent for the next full month will be required upon execution of the Lease and notwithstanding any preliminary calculations to the contrary, the amount due upon execution of the initial Lease shall be $_____ which includes a concession of -$33.00 and any applicable utility fee(s) and covers Total Monthly Rent through 07/31/2021. If this is a renewal Lease, upon the start of the renewal period, Resident agrees to pay Owner monthly, the Total Monthly Rent listed in this Agreement and all other amounts set forth in this Agreement or any Addenda. If the renewal commences on a day other than the first of the month, the rent for the month in which the renewal commences will be prorated and will be rounded to the nearest dollar. If at any time any prorated amounts are due under this Lease, any such prorated amounts will be calculated in accordance with this paragraph, and will be rounded to the nearest dollar.

**5. LATE, DISHONORED PAYMENTS, EVICTION, AND OTHER FEES AND CHARGES.**
Resident acknowledges that payments under the Lease are due on the first of the month. If Owner has not received payment from Resident on or before the third day of the month in which said payment is due, **Resident shall owe and pay a late charge of $75 if amounts owed are paid on or after the 4th day of the month,** plus $10 per day commencing on the 5th day of the month for each and every day that any

sum owed remains outstanding and unpaid. Owner agrees that the $____10____ per day late charge will not exceed the number of actual days in a given month that an amount has not been paid. Imposition of late fees is not a grace period or a waiver of Owner's right to demand payment on its due date, but an incentive for Resident to pay on time. If Resident pays late, Resident agrees to make the payment due plus all applicable late fees incurred through the date of payment regardless of whether Owner made a written demand for payment. Dishonored check(s) are any checks that are dishonored or not paid upon presentment for any reason, or any electronic payments not paid or credited for any reason. Resident agrees to pay Owner $___20.00___ or Owner's actual damages for each dishonored check, in addition to any applicable late fees. Upon demand, Resident must immediately replace any dishonored check with certified funds. If Resident tenders to Owner two or more dishonored checks, Resident shall without notice, demand, or request make all further payments to Owner in certified funds. If Owner serves Resident with any notice because of Resident's default, Resident shall pay Owner a Notice Service Fee of $____35____. If Resident makes any payment in response to an eviction notice or demand for rent or possession, Resident shall make such payment in certified funds and not by any electronic payment method. Owner may return electronic payments made in breach of this Agreement if any payment is made after a demand has expired or if any payment made during the demand period is less than the full demand. Owner shall return any electronic payments within a commercially reasonable time after Resident gives written notice of the electronic payment made in response to an eviction demand, and Resident has personally delivered such notice to the onsite leasing office. If Resident makes any payment in response to an eviction notice or demand for rent or possession after the ten-day demand period has expired, in addition to any other amounts due, Resident shall pay Owner $___200____ for eviction administrative and attorneys' fees and court costs. The eviction administrative fee is not a late fee or penalty. It is an addition to any other charges set forth in this Agreement. If Owner starts or completes an eviction, Resident agrees to pay Owner all costs of eviction including reasonable attorneys' fees and Sheriff's fees.

**6. PAYMENT OF RENT.**

Resident shall pay Total Monthly Rent on or before the first day of each month without demand or notice by Owner. Resident shall pay all sums under this Lease when due with no grace period and Owner may demand any sum due under this Lease on the date it is due. Resident may pay all amounts due under this Agreement by approved electronic fund transfers in accordance with Owner's policies, which Owner may change. If not paid electronically, Resident shall make all payments to Owner by check, cashier's check or certified funds. If not paid electronically, Resident shall make all payments at the onsite management office, or at such other place Owner may designate in writing. If the Community has a dropbox, lockbox, or any other unattended rent drop (collectively "dropbox") for rent payments, the dropbox is for Resident's convenience only. Resident agrees that any payment placed into a rent dropbox is not delivered to Landlord unless Resident's payment is in the dropbox when opened by Owner. Until any payment put in the dropbox is delivered to Owner, Resident bears the risk of loss, including by theft, of any payments put in the dropbox. The Community has no obligation to have a dropbox for the payment of rent. Upon written notice and regardless of Resident's default, Owner may at any time require Resident to pay Owner all sums in certified funds, or in one monthly check or payment rather than in multiple checks or payments. Resident shall not pay Owner in cash. Owner shall apply on Resident's account all monies received from Resident in Owner's sole and absolute discretion, regardless of any notations on payments made by Resident or when Resident's obligation to pay such monies arose. Unless modified by law, Resident's promise and covenant to pay Rent is independent, absolute, without right to setoff, offset, or deduct by Resident, for any reason including but not limited to any alleged breach of Owner or Owner's managing Agents. Regardless of whether specifically stated in any provision of this Agreement, including any Addenda, any and all rent, amounts, charges, sums, damages, or money owed by Resident under this Lease shall be considered Rent, and Owner shall have all remedies for non-payment of any amount, including eviction. If Resident tenders any payment to Owner that is less than the full amount due, Owner may accept and Owner's acceptance shall not constitute payment under protest or an accord and satisfaction under any circumstances, regardless of any notice or endorsement to the contrary or other writing on any instrument tendered or offered in payment. Any such payment shall only be deemed a partial payment "on account" of the full amount due.

**7. HOLDING OVER – MONTH-TO-MONTH.**

Regardless if Resident has or has not given notice to vacate and with the consent of Owner continues in possession of the Premises after expiration of any Lease term, this Lease shall become a month-to-month lease, subject to all of the terms and conditions of this Lease. If Resident becomes a month-to-month tenant, Resident shall pay Owner for any month-to-month period, rent equivalent to the then current market rent for the Premises plus a month-to-month fee of $____200____. If Owner has not given Resident written notice of the current market rent for the Premises at least twenty-one (21) days prior to the start of any month-to-month period, Resident shall pay rent for any month-to-month period equivalent to the last month of the preceding term, plus the month-to-month fee. Resident shall be liable for and pay all month-to-month fees without prior notice or demand from Owner. If Resident is month to month, Owner may change any lease provisions upon thirty (30) days written notice to Resident prior to the first day of the month for which any rent increase or other lease change would be effective. The Lease shall then remain in effect on a month-to-month basis until terminated by either party in accordance with this Lease. If without the consent of Owner, Resident continues in possession of the Premises, and fails to vacate or fails to turn in any keys after expiration and termination of any lease term, extension, or renewal; or after any notice to vacate, Resident shall be wrongfully holding over. Resident shall owe and pay Owner Rent in the amount of three (3) times the daily rent calculated by using the Total Monthly Rent from the preceding month, for each day that Resident wrongfully holds over. Resident shall indemnify Owner and any prospective resident for all damages resulting from Resident wrongfully holding over, including but not limited to rental loss, lodging expenses, and reasonable attorneys' fees.

**8. NOTICE TO VACATE.**

**Resident shall give Owner at least sixty (60) days prior written notice of Resident's intent to vacate ("notice to vacate") the Premises** using Owner's approved notice to vacate form. Resident's notice to vacate shall specify the date that Resident will vacate ("vacate date") and such date shall not be less than 60 days from the date Resident gives notice, shall not be for a date prior to the end of the Lease term or End Date, and shall be for a date that is the last date of a month. Because Resident's notice to vacate must be for a date that is the end of the month, regardless of the number of days in a month, Resident agrees that notices tendered after the first day of any month shall not be effective to terminate this Lease the following month (example: notice received on June 3 will not terminate Lease until August 31). Resident's notice of intent to vacate shall only be effective on the date the notice is actually received by or receipted for by Owner. Resident agrees to personally deliver any notice to vacate to Owner to guarantee the effective date of any notice. If Resident gives any notice to vacate, the 60-day notice period commences on the day after Resident gives notice, and Resident shall vacate on or before the last day of the notice period. Resident may not withdraw or retract a notice to vacate without Owner's written consent. Resident agrees that any notice given by Resident that does not comply with this Section shall be without legal effect, and otherwise invalid. Regardless of when Resident gives notice, Resident agrees to pay Owner rent for the entire notice period at the applicable rental rate,

regardless of whether Resident occupies the Premises for the entire notice period. Each Resident signing this Lease appoints each and every other Resident as their agent with power of attorney to receive and execute documents pertaining to this Lease and the tenancy it creates. As agent for all Residents, any Resident may receive and give notice, including legal service of process, and execute modifications, amendments, or addenda to this Lease binding all Residents. If Resident vacates without giving notice as required in this Section, Resident shall be liable for and agrees to pay Owner sixty (60) days of rent. If Resident fails to give the required notice to vacate, Resident agrees that the amounts agreed to be paid by Resident in such event represent a fair amount to allocate the numerous risks and liabilities between Resident and Owner. Resident shall pay all amounts set forth in this Section, in addition to any other amounts owed by Resident under the terms of this Lease Agreement. Owner may terminate Resident's tenancy at the end of any term, extension, or renewal, or any month-to-month tenancy, upon thirty (30) days written notice to vacate to Resident prior to the end of the term, extension, or renewal, or month-to-month tenancy being terminated. Upon receipt of any notice to vacate from Owner, Resident shall vacate on or before the date specified in the notice. Any notice given by Owner to any Resident is notice to all Residents who executed this Lease. Owner may deliver any notice to Resident by personal delivery or by posting on the Premises.

**9. LIQUIDATED DAMAGES FOR BREAKING LEASE.**

Resident shall repay any Lease Concessions and shall be liable to Owner for a lease break fee if for any reason prior to the end of the Lease term, any extension, or renewal, Resident vacates the Premises for any reason without fully performing all Lease covenants including Resident's covenant to pay all rent due under the Lease (hereinafter "Lease Break Event") for any term, extension, or renewal other than a term for month-to-month. Upon the occurrence of a Lease Break Event, Resident shall pay Owner a lease break fee in the amount of $___3000___ as well as pay, repay, or refund any Lease Concessions and Move In Discounts in the total amount set forth in this Lease or any addenda. Resident shall pay and otherwise be liable to Owner for the lease break fee plus the repayment of any Lease Concessions and Move In Discounts upon the occurrence of a Lease Break Event regardless of the circumstances which Resident vacates including but not limited to voluntary surrender, at the request of Owner as the result of Resident's default under the Lease, as the result of an eviction or forcible detainer proceeding or otherwise. Resident agrees that the lease break fee is a liquidated damage amount agreed to by Resident in consideration of, among other things, Owner's waiver to seek from Resident future rent for the entire amount of any uncompleted rental term, plus re-letting related fees, costs, and expenses in the event of Resident's default. If a Lease Break Event occurs, Resident and Owner intend and agree to fix and liquidate Resident's liability for future rent and re-letting damages. For the reasons stated and because the re-renting of the Premises after Resident breaks this lease cannot be determined with any certainty, Resident agrees that the lease break fee agreed to be paid by Resident upon the occurrence of a Lease Break Event represents a fair amount and method to allocate the numerous risks and liabilities regarding future rent and re-letting damages between Resident and Owner. Resident agrees the lease break fee only relieves Resident from liability for the future payment of Total Monthly Rent and re-letting related costs and expenses. Resident's agreement to pay the lease break fee and repay any Lease Concessions and Move In Discounts, or Resident's actual payment of the lease break fee and repayment of any Lease Concessions and Move In Discounts shall not under any circumstances release Resident for any liability to Owner under this Lease for any other charges or amounts due under the Lease, including but not limited to unpaid utilities, cleaning charges, or any physical damages to the Premises, and Resident shall at all times remain liable for said amounts or any other breaches of the Lease. Owner shall retain all remedies for Resident's breaches and other non-compliance with the Lease. Resident shall not be released from liability on this Lease for any reason whatsoever unless specifically released by Owner in writing, including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, divorce, loss of co-residents, bad health, problems with other tenants, or any other reasons, unless otherwise provided in this agreement or mandated by law. (*Resident Initial* JM SN)

**10. RENT INCREASES; ADDITIONAL CHARGES.**

Owner may increase Resident's monthly rental amount if during the lease term, taxes (non-income), utilities, governmental fees, or other common expenses paid by Owner increase in any year in excess of ten percent (10%), or if any utility or governmental entity creates a new fee, tax, or assessment at any time during the lease term. Owner may bill Resident for additional rent in the amount of any business license fee, inspection fee, or use tax. Owner may also charge Resident a monthly amount for the amount of property taxes assessed against the entire Community. Owner will allocate any additional rent or rent increases under this Section among all Community residents based on any commercially reasonable formula to be determined by Owner. If Owner exercises any right in this Section, Resident shall pay, either as additional monthly rent or a one time additional rent payment, Resident's allocated share of the tax, utility, fee, or expense. Resident shall pay any additional rent under this Section in accordance with any bill received from Owner.

**11. UTILITIES.**

In addition to Rent, Resident agrees to pay any and all other utilities, including related deposits and transfer charges that Owner has not specifically agreed to pay. Resident shall transfer into Resident's name or account, effective on the Start Date, all utilities serving the Premises that are to be paid by Resident. Owner may bill Resident, including a $____0____ utility billing fee per utility, for any amounts incurred by or charged to Owner for any utility that Resident failed to establish in Resident's name as agreed by the Start Date. Resident agrees to have both gas and electric service if both utilities are provided to the Community. For any utility bill or account in Resident's name, Resident shall not change out of Resident's name or allow any such utility to be disconnected for any reason or by any means, including but not limited to non-payment of utility bills until the Resident moves out of the Premises. Resident consents to any utility company notifying Owner of Resident's failure to pay any utility, or of any pending disconnection. Resident shall be liable for all utilities until the date Resident vacates or until the date Resident could have moved out if Resident had given proper notice whichever date is later. Utilities shall be used only for normal household purposes and not wasted. If Resident agrees to pay any utility, Owner reserves the right to pay any such utility, and bill Resident for any utility, including a reasonable billing or administrative charge for such billing. If Resident reimburses Owner for any utility charge, Resident agrees to pay such sum on or before the FIRST day of each month, or on any date set forth in any bill from Owner to Resident for any utility. Resident shall pay to Owner upon move-in a one-time utility transfer fee of $____0____. Owner shall have the exclusive right to change or install utility lines, meters, sub-metering or load management systems, and similar equipment serving the Premises. For any utility that Resident reimburses Owner for or that Owner bills Resident, Owner may base reimbursement or billing on any commercially reasonable method of measuring, estimating or allocating utility usage among the Community's residents that Owner reasonably deems to be appropriate including but not limited to RUBS ("Resident Utility Billing System"). Owner may change any billing or reimbursement method upon thirty (30) days notice to Resident. If any utilities are sub-metered for the Premises, Owner will attach an addendum to this Agreement if required by law. Owner shall have the right upon thirty (30) days notice to Resident, to increase the Total Monthly Rent due by an amount reasonably related to any increase in the cost of any utility or service that Owner has agreed to pay. If Owner provides cable

TV at the Community, Owner may change the cable channels or services provided, including discontinuing such service, at Owner's sole discretion, during the Lease term if the change applies to all affected residents of the Community. Prior to installation, Resident must obtain written approval to install a satellite dish and sign a Satellite Addendum. Owner is never responsible for paying any utility unless Owner specifically agrees to in writing to pay a utility. Owner agrees to provide and pay for the following utilities: NONE.

**12. CONCESSIONS.**

The following is a list of concessions (collectively "Lease Concession" or "Lease Concessions") that are being given to Resident during the term identified in the Lease, not including any month–to-month holdover period. Resident understands that these Lease Concessions may or may not apply upon any renewal, transfer, or extension, depending on the terms of any renewal, transfer, or extension. (*Resident Initial* YN SN)

a. Monthly Lease Concession: $49.00
b. Other Lease Concessions: $
c. In the event the Total Monthly Rent is not paid on or before the first day of the month in which such rent is due, any monthly Lease Concessions received by the Resident(s), as specified above, will become void for the delinquent month and Resident must pay to Owner the base monthly rent, the total monthly options rent and any other rent for the current month along with any applicable late fee(s) and charges due under Resident's Lease. (*Resident Initial* YN) SN
d. In the event the Resident vacates the Premises before the Lease Term expires, any Lease Concession received by the Resident, is void, and Resident agrees to repay Owner in full any Lease Concessions on or before the move-out date in accordance with the Lease.
e. Resident understands that Owner has given Resident Lease Concessions in consideration of Resident's promise to faithfully, timely and fully perform all Lease covenants, including but not limited to Resident's promise to pay rent in full and on time. Accordingly, if Resident does not fully or timely pay, Resident agrees to pay Owner all amounts in accordance with this Lease. (*Resident Initial* YN SN)

**13. DELAY IN DELIVERY OF POSSESSION AND FAILURE TO PAY UPON START DATE.**

If Owner does not deliver possession of the Premises on or before the Start Date for any reason, Owner shall not be liable to Resident for any damages for failure to deliver possession on that date, but Rent payable under this Lease shall abate on a daily basis until Owner delivers possession to Resident. If Owner does not deliver possession of the Premises to Resident within seven (7) days from the Start Date, either Resident or Owner may thereafter terminate this Lease by written notice. Rent abatement or Lease termination does not apply if delay is for cleaning or repairs that do not prevent Resident from occupying the Premises, or if Owner has offered to Resident substitute Premises of comparable location and quality at no additional cost to Resident. If this Lease is not terminated, the original ending day shall not be extended by reason of any delay in delivering possession of the Premises. Unless otherwise agreed to in writing by Owner, Resident shall pay, prior to occupying the Premises or on or before the Start Date of the Lease term, whichever is earlier, an amount equal to the Total Deposits, any other fees and charges, the prorated rent if the Lease term commences on a day other than the first day of the month, and the first full month of Total Monthly Rent if this Lease commences after the 20th day of any month. If Resident fails to pay any amount due under this Section, Resident shall be in default, and Owner may exercise any and all rights and remedies under this Lease or at law including, without limitation, terminating Resident's right of occupancy upon three (3) days notice to quit or if Resident fails to cure the violation after receiving a written ten (10) Demand for Compliance from Owner, and imposition of late fees as set forth in Section 11.

**14. SECURITY DEPOSIT.**

Resident agrees to pay and deposit with Owner $700.00 as a general security deposit and $0.00, Pet Deposit, to secure Resident's performance of this Lease. All deposits are hereinafter collectively referred to as the "Security Deposit". Regardless of the purpose of any Security Deposit, Owner may apply any deposit to any sum owed by Resident. If Resident pays any other deposits, such deposits will increase the general security deposit and must be documented by a Lease Change Addendum. Owner shall retain any interest earned on the Security Deposit unless otherwise required by law. Owner's management company shall initially hold Resident's Security Deposit, subject to further assignment, as authorized by law. If Owner sells the Premises, or changes management companies, upon Owner's compliance with the applicable law, Resident shall look solely to any successor owner, landlord, or management company (collectively "Successor"), as the case may be, for satisfaction of all claims relating to said Security Deposit, and shall not look to Owner. Upon a sale or change in management, Resident specifically consents to and authorizes the transfer of Resident's Security Deposit to a Successor. Resident shall not apply or use any portion of the Security Deposit as an offset or reduction to the payment of Rent or other sums due under this Lease at anytime for any reason. Owner shall have the right to apply such portion(s) of the Security Deposit reasonably necessary to remedy any default(s) by Resident in the payment of Rent, or to repair any damage to the Premises or to Owner's property caused by Resident. Regardless of whether specifically stated in any applicable provision of the Lease, including any Addendum, Resident shall always be liable to Owner for any damage caused, whether intentionally or through negligence, by Resident, any occupant, family member, guest, invitee, licensee of Resident, or any other person on the Premises or the Community due to Resident. Regardless of any Security Deposit, if Resident is liable for any damages, Resident shall pay Owner such damages upon demand. Owner's right to possession of the Premises upon Resident's default shall not be limited in any respect because Owner holds any Security Deposit. If Owner applies any portion of the Security Deposit for any purpose while Resident is in possession of the Premises, Resident shall promptly pay Owner upon demand the amount necessary to restore the Security Deposit to the original amount. Resident's legal liability to Owner shall not be limited under any circumstance to the amount of the Security Deposit. Resident remains liable for and shall promptly pay Owner all sums due under this Lease in excess of the Security Deposit including but not limited to all amounts for damages or repairs. Upon vacating for any reason, if Resident does not leave the Premises in as good of condition as when received by Resident from Owner, normal wear and tear excepted, Owner may apply such portion of the Security Deposit reasonably necessary to restore the Premises to said condition. Owner may also apply the Security Deposit to make repairs, or to pay any sum owed by Resident to Owner, including but not limited to any amount for final cleaning or repair of floors, floor coverings, drapes, blinds, windows, walls, fixtures, and appliances, and any damage caused to the Premises by smoking or smoke. If Resident fails to clean the Premises in accordance with Owner's written move-out policies, Owner may charge, and withhold or deduct reasonable charges to complete such cleaning from the Security Deposit. Resident contracts for such cleaning. If Resident fails to leave the Premises infestation-free or otherwise causes any infestation, Resident contracts to pay reasonable extermination charges to restore the Premises to an infestation-free status. Any extermination charges may be deducted from Resident's Security Deposit. Upon move-out, Resident agrees to schedule with Owner an inspection of the Premises. If Resident fails to do so, Resident waives all rights to a joint inspection, and any damage caused to the Premises will be determined solely by Owner. Owner agrees within sixty (60) days after termination of this Lease, or surrender and acceptance of the Premises whichever occurs last, Owner shall mail to Resident at Resident's last known address a written statement listing the full and specific reasons for all charges against the Security Deposit together with a

refund of the balance, if any, of the Security Deposit to Resident. Owner may amend Resident's move-out statement if circumstances warrant. Prior to vacating, Resident shall provide in writing to Owner and the U.S. Postal Service each Resident's individual forwarding or last known address. Resident agrees that any change of forwarding or last known address provided by Resident to Owner shall only bind Owner if receipted for by Owner. If more than one person signed this Lease, Owner may issue one check for the Security Deposit refund payable jointly to all Residents and mail such check to any last known address of any Resident.

**15. MOVE-IN/MOVE-OUT.**

Resident acknowledges that Resident had the right to, and was given the opportunity to inspect the Premises prior to signing this Agreement, or has inspected the Premises prior to signing this Agreement, and that the Premises are in acceptable condition "as is," and that the Premises are in good, clean, and acceptable repair except as may otherwise be specifically agreed to by the parties in writing on Resident's Move-In/Move-Out Inspection Report ("Inspection Report") that is attached to this Lease and incorporated by reference. Resident specifically acknowledges that no condition exists in the Premises that make the Premises materially interfere with Resident's life, health, or safety. Unless set forth on the Inspection Report, Resident agrees that locks and latches are working and acceptable to Resident. Owner agrees to make needed repairs to lock and latches, and Resident agrees to promptly inform Owner of the need for such repairs. Regardless of the need for repairs, upon payment of a reasonable charge, Owner will change, re-key, or replace Resident's locks, security devices, or access cards upon Resident's request. Within 48 hours of occupying the Premises, Resident agrees to re-inspect the Premises, report any defects or problems on the Inspection Report, and sign and return to Owner the Inspection Report. If Resident fails to report any defects or problems with the Premises on the Inspection Report within 48 hours of move-in, Resident acknowledges that that the items listed on the Inspection Report are acceptable and in good condition. Subject to the information on the Inspection Report, unless otherwise prohibited by law, Resident accepts the Apartment in its current condition, without representation or warranty of any kind, whether express or implied. Owner specifically disclaims, and Resident specifically waives any warranty or covenant of quiet enjoyment. Owner does not warrant or represent that any third-party, including residents within the community, will comply with any lease or law. Resident specifically agrees to bear the risk that any third-party may annoy, disturb, offend, or harm Resident. Upon moving out, Resident must thoroughly clean the apartment, including doors, windows, closets, bedrooms, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms, and otherwise fully comply with Owner's written move-out and cleaning policies, which are incorporated by reference. In addition to any standard charges set forth in this Lease, if Resident does not clean adequately, Resident shall be liable for and agrees to pay reasonable cleaning charges including charges for cleaning carpets, draperies, furniture, walls, etc. Resident shall arrange to meet Owner at the Premises prior to final move-out to inspect the Premises using Owner's Inspection Report. Upon move-out, to avoid disputes regarding the date Resident vacated and surrendered the Premises, Resident shall deliver to Owner at the onsite Management Office all keys to the Premises, including access cards, parking permits, or devices and remotes (collectively "keys") issued by Owner to Resident. Resident shall not have vacated and surrendered possession of the Premises to Owner until and unless Resident has either turned in all keys to the Premises and Owner has acknowledged receipt of Resident's keys, or Resident has abandoned the Premises in Owner's reasonable judgment. If Resident fails to turn in keys, Resident agrees that Resident shall be liable for all costs associated with replacing, rekeying, or recoding any key or access device, plus for all rent and any other damages in accordance with this Lease, and the date Resident vacated and surrendered the Premises shall be determined by Owner in Owner's reasonable judgment.

**16. USE OF PREMISES.**

Resident agrees that the Premises are to be used and occupied by Resident as Resident's principal residence, solely as a private residential household, not for any unlawful purpose, and not for any other purpose, including any business purpose that is not specifically allowed by this Lease. Conducting any kind of business in the Premises except as set forth specifically herein, including but not limited to childcare services (defined as the simultaneous care of children from more than one family), is prohibited. If lawful, Resident may conduct business in the Premises if such business activity is conducted entirely by computer, telephone, or mail and no clients, patients, or other business associates come to the Premises for business purposes, and if any business so conducted complies with all applicable laws. Resident shall not smoke, possess, use, grow or cultivate marijuana in the Premises and/or any areas of the Community. Resident shall only use hallways, passageways, and access points and routes for entry or exit, and shall not obstruct. Resident shall show consideration for others and shall not behave in a loud or obnoxious manner, interfere with, disturb, or threaten the rights, comfort, health, safety, convenience, quiet enjoyment, and use of the Community by Owner or Owner's agents or employees, other residents and occupants and any of their guests, invitees, or the general public (collectively "others"). In Owner's sole discretion, Owner may limit or prohibit Resident from photographing or videoing the Community common areas or any persons in the common areas. Resident shall not disrupt or interfere with Owner's business operations, or communicate with Owner, Owner's agents, or their employees in an unreasonable, discourteous, rude, or hostile manner, including excessive or repetitive communications regarding the same subject matter, or harassing communications. Owner may exclude from the Premises or the Apartment Community former residents who were evicted or breached their lease, guests or others who, in Owner's reasonable judgment, have been violating the law, violating this Agreement, disturbing, annoying, or threatening other residents, neighbors, visitors, Owner, or Owner's employees and agents. Owner may also exclude from Resident's apartment or any common area any person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the Community. Owner shall be the sole judge of acceptable conduct. Resident agrees not to permit, commit, or cause any conduct disorderly or otherwise, noise, vibration, odor, or other nuisance about the Premises, having a tendency to annoy or disturb others and to use no machinery, device, or any other apparatus which would damage the Premises or annoy others. Resident shall not injure Owner's reputation by making bad faith allegations against Owner, or its employees and agents, to others. Unless otherwise stated, smoking is allowed in the Premises, but Resident, Resident's occupants and guests shall not smoke in a manner that annoys or disturbs others, including smoking excessively or smoking in a manner that causes large amounts of smoke to leave the Premises and drift into other areas of the Community including the premises of other residents. Unless specifically allowed, smoking is prohibited in all common areas and exterior portions of the Community. Resident acknowledges that smoke from outside the Premises or from adjoining Premises may drift onto the Premises. Resident releases and holds Owner harmless for any damages relating to smoke. Further Resident acknowledges that smoking damages the Premises and agrees to pay for any such damage and that no smoke damage shall be considered ordinary wear and tear.

**17. COMMUNITY POLICIES.**

**Trash.** Trash, rubbish, refuse, waste, and garbage (collectively "garbage") shall not to be left on patio, balcony, near front door, in hallways, breezeways, or beside the Dumpster. Please do not place large articles such as furniture, mattresses, etc., in, besides, or near any dumpster because the trash removal service will not dispose of these items. Boxes should be completely collapsed before disposal. Cigarette butts should be disposed of

properly and not thrown on the property grounds. Residents improperly disposing of cigarette butts will be charged $25.00 per violation. Resident agrees to pay all costs of fumigation, extermination, or sanitation as a result of Resident's failure to comply with garbage policies or for any other reason caused by Resident.

**Disturbances - Quiet Hours.** Any noisy or boisterous conduct, including but not limited to the loud playing of stereos, televisions or musical instruments, which would disturb the peace and quiet enjoyment of other residents, is prohibited. Resident shall observe and comply with quiet hours that are between 10:00 p.m. and 8:00 a.m. During quiet hours, Resident and their guests shall give particular and reasonable consideration to the peace and quiet enjoyment of others.

**Common Areas.** Common areas are for the use and enjoyment of all residents at the community. There shall be no running or loitering in public halls, stairways, elevators, sidewalks, garage, parking areas, pool area, or other common areas designated by Owner. No bicycles, baby carriages, motorcycles, or other personal effects shall be stored in or near halls, stairways, elevators, laundry rooms, sidewalks, or other public areas. Resident shall remove any shopping cart brought onto the property. All common areas must be at all times kept free of any trash, debris, and personal property. In Owner's reasonable judgment, Owner will remove any unattended or abandoned personal property from common areas. Resident may retrieve any personal property picked up by Owner from the Community Manager's office upon paying a storage fee of $10.00. Owner may dispose of any personal property not picked up in 30 days. Owner may dispose of such property in any manner, including donation to a charitable organization, and without further accountability or liability to Resident. Any Resident, occupant, or guest conducting themselves in an unreasonable or offensive manner in any common area shall be subject to removal from the common area. The landscaping is provided to enhance the aesthetics the community. No playing is allowed in any landscaped area. Play is limited to those areas designated (provided by Owner) for playing outside games. For health and safety reasons, Residents, occupants, or guests shall not consume or serve alcoholic beverages in any common area.

**Guests.** Guests are welcome at the community. Guest should limit their stay to no more than a week per visit without prior written permission from Owner. Resident is responsible at all times for the conduct of Resident's guests. To help make your guest's stay more enjoyable, Resident agrees to inform their guests of Resident's Lease obligations and the community's policies.

**TV and Radio Equipment.** No wires, aerials, antennas or satellite dishes for radio or television shall be installed on the roof, balconies, patios, decks, or other parts of the building without prior written permission of the Owner.

**Community Appearance.** Any alterations to the exterior of any Community building or Community property is prohibited. No blinds, awnings, draw shades, or non-conforming curtains or drapes shall be installed on windows of the apartment without written permission of Owner. No aluminum foil, sheets, blankets, cardboard, or tinting on windows or the posting of signs or messages in or on any window, patio and/or balcony shall be permitted. Holiday decorations shall not be put up more than thirty (30) days prior to any holiday and shall be removed no more than fifteen (15) days after any holiday. Resident may display American Flag on private patios and balconies only, on such days as of the 4th of July, Flag Day (June 14th), Memorial Day, Labor Day, and other recognized dates. Flag mounting methods must be approved by Owner. Owner in its sole discretion retains the right to have Resident change or alter the appearance of any window, outside door, or any publicly visible area to maintain the uniform and aesthetic appearance desired by Owner.

**No Soliciting.** No notices, flyers, signs, or advertising shall be posted in or about the apartment, community, or common areas without written permission of Owner. Residents, occupants, or guests shall not advertise, sell, or otherwise engage in any form of door-to-door solicitation. Because Owner and all residents want to enjoy the privacy of their apartments, we ask that any uninvited solicitors or salespeople be reported to the Management Office immediately.

**Use and Treatment of Apartment.** Resident shall use any system, equipment, or property only in the manner and for the purpose for which it is intended, with appropriate and requisite care, and in accordance with any instructions provided. Systems, equipment, or property, include but not are limited to plumbing, heating and cooling systems, tubs, showers, toilets, sinks, disposals, and dishwashers. Resident shall not alter any system, equipment, or property. Resident understands that the examples set forth in this Section are not exhaustive, but merely illustrative. Resident shall not dispose of dust, rubbish, coffee grounds, toys, diapers, sanitary napkins, tampons, dental floss, cat litter, paper towels, disposable diapers, aluminum can tabs, sanitary napkins, tampons, or cotton swabs in toilets, sinks, tubs, or showers. Resident shall not grind bones, rinds, stringy foods, or other inappropriate items or food refuse in a garbage disposal, and shall run cold water before starting the garbage disposal. If your disposal stops, check the reset button (normally located on the outside bottom of the disposal) before reporting the problem to the Management Office. Resident shall not overload the dishwasher and agrees to use only detergents made for automatic dishwashers. Resident shall not run heating and cooling systems in an effort to exceed reasonable temperatures or climate control. In cold weather, regardless of whether Resident is present in the Premises, Resident shall take appropriate precautions to prevent freezing pipes and waterlines by not turning heating systems off or setting below 60 degrees, and dripping faucets if Resident won't be a home for an extended period. Resident agrees to pay for all damage and maintenance required due to Resident's misuse or violation of these policies, including but not limited to any damage and costs incurred to unplug and/or repair toilets, sinks, tubs, showers, garbage disposals, to repair heating and cooling systems, and to repair damage due to pipes that have burst due to freezing. Resident agrees not to install any appliances, including but not limited to washer and dryers, in the Premises without Owners advance written permission.

**Roof Access.** Resident is not permitted access to the roof, except in case of an emergency.

**Laundry Facilities.** Laundry facilities are available for the exclusive use of Residents during the hours posted. The laundry room(s) and its facilities shall be used only for washing and drying of usual personal and household articles. No cleaning with flammable materials or dyeing of clothes in washing machines is permitted. Clothes, laundry baskets, detergents, etc. should not be left unattended in the laundry areas. Please be considerate of others by removing your laundry as soon as the machine shuts off. Please help Owner in maintaining your laundry facility by disposing of lint, empty containers, softening sheets, etc., in a trash receptacle. At no time should the laundry facility waste container be used for refuse not related to laundry activity. No loitering is allowed in the laundry facility. Storage of property in the laundry facility is prohibited. Use of any machine or equipment in the laundry facility is at Resident's sole risk. Owner is not responsible for loss or damage to laundry or any other personal articles.

**Motor Vehicles and Parking.** As set forth in Resident's Lease, Owner has the exclusive right and power to regulate and control any aspect of motor vehicles (includes cars, trucks, motorcycles, RVs, trailers, etc.) and parking at the Community at any time.

a. Limitation on Vehicles. Motor vehicles include but are not limited to cars, trucks, motorcycles, RVs, trailers, etc. No recreational or commercial vehicles, trailers, boats, or campers shall be stored or parked on the Community or common areas at any time. Commercial vehicles are permitted on the Property only with Owner's prior written consent. Oversized vehicles that occupy more than one parking space are not permitted on the Property at any time. The speed limit throughout the Community is 10 mph.

b. Parking. Resident and their guests are allowed to park within the Community in designated parking spaces only. Parking at this Community may be limited to one parking space per apartment in primary or certain lots. If so limited, Resident acknowledges that this policy has been explained to Resident at lease signing, and Resident shall park second and third vehicles, etc., in designated visitor or secondary parking. Due to the distribution of parking spaces and absent agreement giving Resident the right to park additional vehicles in covered parking (if available), Resident shall park only one car in a covered parking space and shall park any additional vehicles in uncovered parking. Resident shall not under any circumstances park in another resident's designated parking space or carport, in a non-designated parking area such as on grass, or in a restricted area, or in any area designated as no parking including but not limited to areas marked with red curbs or posted as no parking. Resident's guests must park away from the buildings and shall not park in carports or covered parking (if available) unless specifically guest designated. Without prior written notification to Owner that Resident will be absent from the premises, vehicles may not be left in any unassigned parking place for more than 72 hours without being moved to another unassigned parking space. Motorcycles (mopeds or similar vehicle) are to be parked only in assigned stalls or designated areas, and in a manner that prevents the kickstand from damaging the pavement or asphalt (small board under the kickstand for example) and are not permitted on the sidewalks, in landscaped areas, on patios or balconies, next to a building, under or near a stairway or breezeway, or in any building at any time.

c. Use of Parking Areas. Parking garages, areas, or spaces shall only be used for parking and not for any other purpose. Resident shall not use any parking area or space for storage. Changing oil, performing mechanical repairs, or washing vehicles or motorcycles in any parking garage, area, or space is prohibited. Backing into parking spaces is not permitted. Resident agrees that Resident's use of any parking facility, area, or space is at Resident's sole and exclusive risk.

d. Towing of Vehicles. Owner may tow any vehicle in violation of the Community's vehicle and parking policies or under the circumstances set forth in this Section. Owner may tow any vehicle parked on Community property that in Owner's reasonable determination is unsightly, unsafe, unauthorized, prohibited, unlicensed, has expired tags, abandoned, improperly parked in violation of these policies, illegally parked (including but not limited to vehicles parked in fire lanes or in handicapped spaces without proper credentials), parked in a reserved or designated space, parked in front of a dumpster or impeding access to a dumpster, impeding traffic, impeding property operations or services, leaks, has flat tire(s), or that is inoperable. Any vehicle that belongs to any Resident (including occupants and guests of Resident) who has vacated or surrendered possession of the Premises, abandoned the Premises, or been evicted will be towed without notice. If Owner tows any vehicle, Resident, and if applicable, vehicle owner (guest) shall be liable for and pay Owner or any other person all costs and expenses incurred or associated with any towing. Resident agrees to inform all guests of Owner's motor vehicle and parking policies. Resident agrees to indemnify and hold Owner harmless from all claims arising from the towing of any of Resident's vehicles, including reasonable attorneys' fees, or any claim, including reasonable attorneys' fees, made by any guest or other person on the property because of Resident and that arises from the towing of said person's vehicle by Owner. Resident is not authorized under any circumstances to tow or cause to be towed any vehicle located on the Community.

e. Notice of Intent to Tow Vehicle. Resident agrees that Owner shall not be required to give notice of intent to tow and can immediately tow any vehicle. However, Owner will attempt to provide notice when practical and feasible in Owner's sole and reasonable judgment. If Owner gives notice of intent to tow, Owner will give such notice by posting notice on the vehicle to be towed. Any notice period on any notice of intent to tow will be based on the circumstances as determined by Owner in Owner's reasonable judgment, but no notice will be greater than 72 hours. Owner is not required and will not call or verbally inform Resident of intent to tow under any circumstances.

**Keys, Locks, and Devices.** If Resident is locked out of his/her apartment, Owner will only assist in gaining entry to the apartment, without charge, during office hours, upon proper verification of Resident's identity and right of entry. For security and other reasons, if Resident is locked out after normal office hours, Resident understands that Resident must contact a locksmith to regain entry. Resident is responsible for the payment of all costs or expenses to gain access to his/her apartment after hours. Resident agrees to turn in all keys and access devices to the on-site office upon move out. Resident understands that Owner has to duplicate or replace any keys or access devices not returned by Resident, as well as change locks and access codes and replace remotes.

**Balconies, Patios, Hallways, Breezeways and Mechanical Rooms.** The use of balconies and patios for the purpose of storage and/or laundry drying is prohibited. Breezeways are not to be used as a patio or storage. Balconies and patios must be maintained in a neat, clean, and attractive condition. Only outdoor or patio furniture is allowed on any patio or balcony. Gasoline (including fuel grade alcohol), explosive, or other hazardous materials are not to be stored in the Premises, on a patio or balcony, in any hallway or breezeway, in any storage area, in any garage, or parking space. Dead plants, boxes or garbage are prohibited on balconies/patios at all times. Resident shall not hang or place towels, swimwear, blankets, or anything else on or over any patio or balcony. Resident shall promptly comply with Owner's request to clean, remove property, or alter the appearance of any patio or balcony that in Owner's sole discretion is unsightly or otherwise does not comply with this section. Drying of clothes or other household articles shall not be permitted on patios, balconies, or in hallways or breezeways. No personal property, including but not limited to, bicycles, wagons, or carts, shall be left at entrances, or in hallways or breezeways at any time. Storage of property in any mechanical room, including mechanical rooms containing furnaces or hot water heaters, is prohibited.

**Deliveries.** Unless Resident notifies Owner and applicable carrier otherwise in writing, Resident authorizes Owner to accept, but Owner has no obligation to accept, deliveries on behalf of Resident and/or occupants on the terms set forth in this paragraph. Resident agrees to pick up packages/mail/deliveries within five (5) days of delivery or Owner will return to the sender. Resident agrees that Owner shall not be responsible for lost, misplaced, stolen, or damaged packages accepted by Owner on behalf of Resident or occupant, and that the Carrier, not Owner, has the responsibility to notify Resident that a package has been delivered.

**Use of Facilities and Amenities.** Resident agrees that only Resident, occupants, and guests may use the recreational facilities, amenities, and property (hereinafter collectively "facilities") located in the Community including but not limited to, the community center, laundry facilities, swimming pools, tanning beds, spas, tennis courts, playgrounds, sport courts, tennis courts, hot tubs or jacuzzis, saunas, barbecues, fire pits, business centers,

fitness centers, and exercise equipment, if any. Resident shall accompany guests at all times when guests are using the facilities. Resident shall check with Owner's onsite management office in advance prior to the use of any facility to ascertain the specific rules and policies that govern the use of any facility. Resident agrees to conform to all rules, regulations, and policies now or hereafter set forth by Owner pertaining to the use of any facility, including hours of operation and age restrictions. Resident shall also ensure that all occupants and guests also abide and comply with all facility rules, regulations, and policies. Resident shall avoid, and cause each occupant and guest to avoid, conduct at any facility, which Owner in its reasonable business judgment deems inappropriate or disruptive. Resident understands and agrees that upon violation of this Section, Owner may suspend or revoke Resident's or any occupant's or guest's use of any or all facilities and such a default shall constitute a default under the Lease. **BECAUSE THERE ARE NO ATTENDANTS PRESENT AT ANY TIME AT ANY OF THE COMMUNITY'S ON-SITE FACILITIES, INCLUDING LIFE GUARDS AT POOLS, RESIDENT UNDERSTANDS AND AGREES THAT THE USE OF ANY COMMUNITY FACILITY IS AT THE SOLE RISK OF RESIDENT, OCCUPANT AND/OR PERMITTED GUESTS, AND OWNER AND MANAGEMENT ARE NOT RESPONSIBLE FOR LOSS OF LIFE, ACCIDENTS OR INJURIES.** Resident, on his/her own behalf and, to the extent permitted by law and in equity, on behalf of each of occupant and guest, hereby assumes all health risks and all risks of personal injury, death, property loss or other damages, which may result from or arise out of attendance at, use, or misuse of the Facilities by Resident, occupants or guests. Resident agrees to indemnify and hold Owner and its principals, member, shareholders, directors (past and present) officers, employees, agents, and agent's employees harmless from any injuries, accidents, loss, cost, expense, damage, or lawsuit including reasonable attorneys' fees incurred or sustained as a result of or in connection with the use of any Community facility or property. Owner shall not be liable for failure to operate any facility including but not limited to any fitness center, business center, swimming pool, pool area, sauna, jacuzzi or hot tub, and Owner reserves the right to close any and all these facilities at any time at its sole discretion.

The following additional policies and rules apply to Resident's use of Community facilities:

a. Loitering. Loitering is not permitted at any facility in general, and in particular before or after posted hours.
b. Age Restrictions. Some non-adult occupants must be accompanied by an adult Resident at all times when using certain facilities. Age restrictions are as follows: pool and jacuzzi (hot tub or spa) under 14, fitness center under 14, business center under 10, no one under 18 is allowed to use a tanning bed, other facilities as posted.
c. Guests. Resident shall have no more than two (2) guests at any one time at any facility without Owner's prior approval. If a facility becomes over crowded due to guest use, management may restrict use of a facility to residents only.
d. Food and Drink. Alcohol is prohibited at any facility. No glass containers or items are permitted at any facility. Unless specifically allowed by Community rule, food is not permitted at any facility. No drinks are permitted in the business center. Drinks are only permitted at any facility if including plastic or paper cups, bottles or containers, and such containers must have lids or caps at any facility where liquid spillage is reasonably likely to cause damage. Resident shall pay upon demand any damage caused by any liquid or drink at any facility.
e. Entertainment Devices. Unless approved by Owner in advanced or allowed by Community rule adopted by onsite management, personal entertainment devices (portable stereos, radios, iPods, mp3 players, etc.) are only permitted at any facility if used with earphones. If the Community provides TVs, video, stereos, or other entertainment devices in any facility, Resident shall not adjust the volume of any such device above a reasonable level.
f. Access - Gates & Doors. Resident shall not allow access or open any door or gate for anyone. All persons entering must have their own access device or key. Gates and doors to facilities are to be kept locked, not to be left open or propped open, and should be shut and locked if open and unlocked. Resident shall report all non-working access devices, gates, or doors to Owner's onsite management office. Owner has provided Resident with any necessary access devices and keys to use the Community's facilities. If Resident loses any access device or key, Resident agrees to pay the Community's standard rate for replacement at the time of loss before Owner is obligated to issue Resident any replacement facility access devices or keys.
g. Upkeep. Residents shall show due consideration for other residents by cleaning after using any facility, including by depositing all trash in appropriate trash cans, and remove all personal items before leaving any facility. Fitness center equipment should be wiped down for the next user.
h. Animals. Animals are not allowed in any facility unless required or allowed by law.
i. Personal Conduct. Facilities can be under 24-hour recorded video surveillance. Smoking is not allowed at any Community facility. No loud, disorderly, disturbing, publicly inappropriate, rude, hostile, or argumentative behavior or conduct is allowed at any facility at anytime. Owner shall be the sole judge of acceptable conduct. Diving, spitting, spraying water, rough housing, boisterous or rough play, or running on the pool deck is prohibited at any Community pool.
j. Proper Attire. Resident must wear appropriate and proper attire for the facility being used. Shirts and proper athletic attire including proper shoes must be worn at the fitness center. Only swimsuits may be worn at the pool or jacuzzi. Shorts, street clothing, cut offs, or other similar attire is not allowed to be worn at the pool or jacuzzi. Please respect the modesty of others and refrain from wearing thong bikinis or other immodest swim attire. Infants, or toddlers still in diapers, including plastic diapers, are permitted into pools but only if rubber pants are worn over diapers to prevent leakage.
k. Climate Control. Resident shall not adjust or attempt to adjust the climate controls at any facility. Resident should inform Owner's onsite management staff if the climate controls for any facility need to be adjusted.
l. Limitations on Access to Facilities. For public health, persons having any apparent skin disease, open sore or wound, inflamed eyes, cough, cold, nasal or ear discharge, communicable disease, or wearing bandages shall be excluded from any facility where it is reasonably likely under such circumstances that a health concern exists if such person was to use a Community facility. Under most, but not all circumstances, such persons may or are likely to be excluded from the pool and the jacuzzi.
m. Use of Facilities. Resident shall only use facilities and any equipment in a reasonable manner and for the purposes they are intended. If Resident is unfamiliar with equipment or needs instruction on how to properly use any facility, equipment or machine, Resident should contact the onsite management office for assistance. Use of any facility equipment or machine including fitness equipment or computers is limited to thirty (30) minutes if other residents are waiting. Use of any facility that involves a game is limited to one game while other residents are waiting. Owner reserves the right to set restrictions on Resident's use of any facility so that all residents have an opportunity to use and enjoy facilities including equipment and computers. Installation of software on Community computers or the storage of personal files is prohibited. Downloading, transmitting, or viewing inappropriate content or material, as determined in Owner's sole discretion, on any Community computer or video device is prohibited. Headphones, or ear buds must be worn when using the computers to listen to videos, music or computer games.

n. Tanning Beds. If your community has a tanning bed you must abide by all safety rules. Management, Owner, or its agents are not responsible for any injury as a result of the tanning process or preparations and clean up associated with the tanning process, including but not limited to injury or discomfort from any short and/or long term exposure to the tanning facilities or natural sunshine. Tanning may cause skin related diseases, including skin cancer. Resident is responsible for knowing the risks of exposure to the tanning bed and/or Ultra-violet light. By using any tanning bed, Resident acknowledges that Resident has consulted a physician before using this equipment, or intentionally and consciously decided not to a consult a physician with full knowledge of associated risks in using tanning beds. No commercial tanning lotions should be used. Goggles are recommended and must be provided by user. Resident agrees to not use the tanning bed in excess of twenty (20) minutes exposure in the tanning bed in any twenty-four (24) hour period. Residents should limit their exposure to five minutes for the first few sessions to test their reaction to the tanning bed and build an appropriate "base" for longer exposure. Fair and/or sensitive skinned residents should be particularly aware of the effects of exposure. Residents are responsible for cleaning the bed after use. We will provide appropriate products for your use. Proper attire is required before and after your tanning session. Residents should report any problem with tanning equipment immediately. Residents are responsible for following all rules and regulations when using the tanning facilities. Only one person is allowed in tanning room at a time. For use by residents 18 and older only. Access to the tanning facilities will be limited to office hours only. Residents must check in with an office staff member to obtain a key before using facilities. Management reserves the right to deny access to the tanning facilities for any reason at any time. Management reserves the right to change available time for the tanning facilities and to change any of the above rules at any time. You also agree to hold management, Owner, or its agents harmless for any injuries or discomfort obtained as a result of using tanning facilities. By using a tanning bed, Resident acknowledges that Resident understands the risk of using tanning beds and/or exposure to Ultra-violet light.

**Moving.** Owner reserves the right to regulate moving hours and methods. Resident agrees to check with Owner's onsite management office to confirm current moving policies. Resident shall not move furniture in or out of the Premises through patio doors, or through the use of elevators without Owner permission.

**Grills and Barbecues.** Resident shall not maintain or use any barbecue grill or similar device or apparatus ("grill") if prohibited by any law, ordinance, or regulation, including but not limited to any fire code or fire department rule or policy. Applicable fire codes, and fire department rules and policies are available from the local fire department. Before grilling or barbecuing, Resident shall verify with the onsite management office whether barbecuing or grilling is permissible at Resident's community, and if permissible, under what conditions. If permissible and not prohibited, Resident agrees to only grill or barbecue in compliance with any applicable laws, ordinances, rules, and regulations, these Community Policies, the Lease Agreement, any rules established by Owner's onsite Community Manager, and by using gas (propane) grills with propane cylinders having no more than one pound nominal gas capacity. CHARCOAL BARBECUES OR GRILLS ARE PROHIBITED AT ALL TIMES. RESIDENT UNDERSTANDS AND AGREES THAT RESIDENT MAY BE HELD BOTH CIVILLY AND CRIMINALLY LIABLE FOR VIOLATIONS OF APPLICABLE LAWS.

**Waterbeds.** Water beds and other liquid filled furniture are permitted if Resident has a Renter's Insurance Policy covering liquid filled furniture and a copy has been provided to the Management Office prior to installation of such furniture. Resident's Renter's policy must cover any and all damage, especially and including damage to Resident's unit, caused by ruptures or leaks of the furniture. Resident's insurance company shall verify coverage upon Owner's request. Resident shall immediately remove any liquid filled furniture if all conditions are not met.

**Window and Screens.** Owner has installed window screens pursuant to applicable laws. Window screens are NOT protective devices, and specifically are not designed to hold any weight or to prevent persons or possessions from falling through or out an open window. In fact, applicable laws require that window screens be easily removable. Accordingly, Resident agrees to properly supervise all persons when a window is open with only the window screen as a barrier, and take proper precautions to prevent any property or items from falling through or out of an open window with only a window screen as a barrier. Resident agrees to maintain all window screens, and to become familiar with the usage and removal of window screens in event of emergency. Resident agrees to leave window screens on the windows, to not place or lean items against them, or otherwise block or cover any window screen. Resident is liable for all damage to window screens. Resident agrees that Owner shall not be liable for any damages or injuries, whether to person or property, resulting from Resident's violation of Resident's duties regarding window screens. Resident agrees to indemnify and hold harmless Owner from any and all liability or damages resulting from any person or property falling through or out of an open window due to Resident's conduct, including but not limited to Resident's failure to meet or carry out Resident's obligations and duties regarding window screens set forth in this Section.

Resident has read and agrees to comply with all of the Community Policies. Resident understands that failure to follow any of the stated policies is a violation of the Lease and is grounds for termination of Resident's right of occupancy and eviction from the Premises.

**18. OCCUPANCY.**

Occupation of the Premises is subject to applicable occupancy standards determined by law and by Owner. Only authorized occupants shall occupy the Premises. A person shall be considered to be occupying the Premises if the person appears to be using the Premises as a place to live. Indications of occupancy include, but are not limited to, a person coming and going to the Premises with the use of a key, representing that the address of the Premises is the person's address, receiving mail at the Premises, keeping clothes or property at the Premises, regularly being present in the Premises or common areas of the Community, or commonly parking the person's vehicle on Community property. A person may be an unauthorized occupant of the Premises even if that person owns or leases other residential property. Owner must approve any change of authorized occupants in writing prior to occupancy except for children born or adopted during the term of the Lease, but such children are subject to applicable occupancy standards. If any unauthorized person occupies the Premises for more than seven days without Owner's consent, such person is an unauthorized occupant and shall be subject to Owner's approval. Any approval of any Occupant is in Owner's sole and absolute discretion. Owner may specifically condition any approval upon other things, such as any unauthorized occupant completing the normal residency application process including a rental application and paying Owner's application fee or other customary fees and charges required by new residents. Upon Owner's request, Resident shall provide in writing the name, phone number, and a copy of photo ID, of any unauthorized occupant who has occupied the Premises for more than seven days in Owner's reasonable judgment. If Owner claims that any person residing in Resident's Premises is an unauthorized occupant, Resident shall bear the burden of proving in any court action or eviction proceeding that the person challenged by Owner as an unauthorized occupant does not reside at the Premises.

**19. PROHIBITED CONDUCT.**

Resident shall not engage in, commit, facilitate, or permit unlawful activities whether or not such unlawful activities occur in, near, or, about the Premises. Resident shall not physically harm or threaten to harm others or him/herself. Resident shall comply with and otherwise not violate any laws, regulations, statutes or ordinances, or engage in any conduct or activities that would cause Owner to be in violation of the same. Resident shall not create, bring onto, store or use within the Premises or the Community any hazardous or toxic substances, wastes, materials, pollutants or contaminants. Criminal activity means any crime regardless of felony or misdemeanor classification, conviction, or penalty and includes but is not limited to any criminal activity that has as one of its elements the use, attempted use or threatened use of physical force, against the person or property of another; any racial, hate, or discrimination related crime; any sex related crime; or the manufacture, sale, distribution, use or possession of a controlled substance, as defined by Colorado Law. Resident and Owner agree that any activity, criminal or otherwise, defined in this Section is an act which endangers the person and willfully and substantially endangers the property of Owner, co-Residents, persons living on or near the Premises, and that therefore such activity constitutes a substantial, material, incurable breach of this Agreement. Further, Resident agrees that Resident is at all times responsible for the conduct and actions of Resident's family members, occupants, guests, and any other person in, on, or about the Premises or Community because of Resident (collectively "Associated Persons") regardless of any responsibility or knowledge on Resident's part. Resident understands and agrees that Resident may not assert as a defense in any eviction action against Resident based on violation of this Section that Resident did not know any Associated Persons were in violation of this Section. Resident shall notify Owner within five days of committing any criminal act or of being charged of any crime. Resident or any other person shall not register the address of the Premises or any Part of the Community on any list of registered sex offenders or similar list or compilation. Resident's failure to disclose any criminal act, including but not limited to past and unresolved criminal acts, or registering the address of the Premises or any Part of the Community on any list of registered sex offenders or similar list or compilation is a breach of this Section and this Agreement. Because Resident and Owner agree that a violation of this Section constitutes a substantial, material, incurable breach of this Agreement, Resident waives any legal rights to claim or insist that Owner must first serve Resident with a demand for compliance or possession in order to initiate an eviction action against Resident for recovery of the Premises. Upon any violation of this Section by Resident, Owner may terminate Resident's right to occupancy without terminating the Lease or Resident's obligation to pay Rent as set forth in the Lease at Owner's election. Owner's termination of Resident's right to occupancy shall be effective with right of eviction upon three (3) days notice to quit. Unless required by law, Owner shall not be required to serve any other notices upon Resident in order to terminate Resident's right of possession. Proof of the violation of this Section shall be by a preponderance of the evidence and shall not require criminal charges or conviction, unless otherwise provided by law.

**20. MAINTENANCE OF PREMISES.**

Resident shall use customary care in maintaining and not damaging the Premises, or the common areas of the Community. Resident shall maintain the Premises in a clean, sanitary, neat, safe, fit, habitable, and undamaged condition, including maintaining appliances, furnishings, and fixtures in good and working condition; shall not permit any unlawful or wasteful activity on the Premises; and Resident shall comply with all laws, including laws regarding public health and safety. Resident shall promptly dispose of all ashes, trash, rubbish, refuse, garbage, and any other waste in a clean and safe manner on a regular basis in appropriate receptacles. Resident must use plumbing; electrical; sanitary; heating; ventilating; and air conditioning facilities, systems, and equipment; or any other mechanical systems and appliances in a safe and reasonable manner, and in the manner and for the purposes for which they were designed. Without Owner's prior written consent, Resident shall not make any alterations to the Premises; place stickers, install contact paper, tub adhesives, cork board, mirrored adhesive items, tile, wallpaper, tape products, or deface or permit the defacing of any part of the Premises; use or install any shades, awnings or window guards; tamper with, install, change, or remove any existing system, alarm, locks, air-conditioning units, space heaters, antennas, additional phone or cable TV outlets, satellite dishes or additional fixtures. Resident shall not drill into the Premises, including into the walls, woodwork, or floors of the Premises. Resident may use small nails, molly bolts, or toggle bolts to secure wall hangings, which will be removed by Owner upon move-out at no charge unless there is excessive damage. If Resident makes or installs any decorations, alterations, additions, or fixtures without Owner's prior written consent, Resident agrees to remove, correct, repair, or replace at Resident's expense. Unless authorized by statute or by Owner's prior written consent, Resident shall not perform any alterations, modifications, improvements, or repairs, including but not limited to painting, wallpapering, carpeting, electrical changes or modifications to electrical appliances or fixtures, including installing any light fixtures, or otherwise alter the Premises in any manner. If Owner approves of an alteration, upon vacating, Resident must remove all alterations and restore the Premises to its original condition, unless Owner otherwise agrees in writing. In order to prevent damage in the Premises and to the Community and to, among other things, prevent mold and mildew in humid conditions and to avoid freezing pipes in cold weather, Resident shall at all times provide and ensure appropriate or reasonable climate control, ventilation, and lighting in the unit based on the circumstances. For similar reasons and others, Resident shall promptly, or immediately notify Owner, as circumstances necessitate, of any air conditioning or heating malfunctions, visible moisture accumulation, mechanical problems, plumbing problems, water leakage or intrusions, or mold growth.

**21. WASHER/DRYER.**

Should a washer/dryer be installed in the apartment, either by Owner or Resident, Resident is responsible for any damage caused by leaking washer, and will be billed by Owner for such damage. Owner is not liable for any damage caused by the washer and dryer. Resident agrees to waive any and all claims, liabilities and actions of whatever nature Resident may ever have against Owner and Owner's agents for the delivery, repair, maintenance or removal of equipment. Resident agrees to indemnify Owner and Owner's agents for any and all damages of whatever nature or kind arising from Resident's willful or negligent misuse of the equipment.

**22. SMOKE AND CARBON MONOXIDE DETECTORS.**

**Detectors.** Owner agrees to furnish and install smoke and carbon monoxide detectors (collectively "detectors") in accordance with law and the manufacturer's published instructions. Within one day of occupying the Premises, Resident will inspect and test the detector(s), and will immediately notify Owner in writing if any detector(s) is not in good working order. By failing to notify Owner after occupying the Premises, Resident acknowledges the existence of operating detector(s) in Resident's Dwelling Unit, and that Owner has provided any necessary batteries for the detector(s) to properly operate and function in accordance with law. Resident understands that any detector(s) have been provided to help insure the Resident's safety, but are not and must not be considered a guaranty of safety.

**Maintenance, Repair or Replacement.** Resident agrees to regularly test, keep, and maintain any detector(s) in good repair, and not damage. Resident shall give Owner immediate written notification if any detector(s) is missing, damaged, defective, malfunctioning, failing, or otherwise non-operational, or if any detector(s) sounds an alert. Owner shall promptly repair or replace any detector(s) that is missing, damaged, defective, malfunctioning, failing, or otherwise non-operational subject to the provisions of this Lease. Specifically, Resident shall reimburse Owner for all costs and damages associated with repairing or replacing any detector(s) if any repair or replacement is caused by or due to Resident, Resident's occupants, guest or invitees, including but not limited to if a repair or replacement is due to Resident's violation of this Lease.

**Battery Removal & Replacement.** Resident agrees to not remove batteries from any detector(s) unless and only when necessary to change the batteries, inspect, maintain, or repair any detector(s). Subject to Owner's responsibility to provide batteries at the commencement of Resident's lease in paragraph one above, Resident shall replace at Resident's cost all detector(s) batteries during Resident's tenancy, if any, anytime any detector(s) battery needs to be replaced for any detector(s) to operate and function as intended and in accordance with law.

**Hold Harmless.** Resident agrees that if Owner installs any detector(s) in accordance with the manufacturer's published instructions, that Resident shall release Owner from any claim for relief for any damages resulting from the operation, maintenance, or effectiveness of any detector(s). Resident agrees on behalf of itself, its ancestors, dependents, children, heirs, executors, agents, administrators and assigns to release Owner from any liability concerning the detector(s) except for gross negligence. By this agreement, Resident on behalf of itself, its ancestors, dependents, children, heirs, executors, agents, administrators and assigns agrees to hold harmless Owner, its agents, management, assigns, and successors from any and all liability due to the failure for any reason of any detector(s). Resident on behalf of itself, its descendants, ancestors, dependents, children, heirs, executors, agents, administrators and assigns, further agrees to indemnify Owner, its agents, management, assigns, and successors from any liability, costs, or damages resulting from anything to do with any detector(s). Resident assumes full and complete responsibility for all risks and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of any detector(s) regardless as to whether such malfunction or failure is attributable to, connected with or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said detector(s). Owner, management, and their employees and agents have not made and expressly disclaim any representations or warranties, express or implied, with respect to any detector(s), including Merchantability and Fitness for a Particular Performance. Owner and management shall not be liable for damages or losses to person or property caused by (1) Resident's failure to regularly test the detector(s); (2) Resident's failure to notify Owner in writing of any problem, defect, malfunction, or failure of any detector(s); (3) Resident's failure to notify Owner in writing of any missing detector(s) or its serviceable battery; (4) Resident's failure to replace batteries or to otherwise maintain any detector(s) in working order; and/or (5) false alarms produced by any detector(s).

**23. REPAIRS AND MALFUNCTIONS.**

Resident shall promptly request in writing to the on-site Management Office the need for any repairs to be made to the Premises or its fixtures, alarm devices, systems, and other equipment that belong to Owner, except in the case of emergency when oral requests for repairs to the management office will be accepted. In any circumstance or situation which involves immediate, imminent, or substantial risk of harm or damage to property or person, their health or safety, Resident shall notify Owner immediately of any such circumstances, situation, malfunction, or necessity for repair. Any statutorily required notices Resident sends to Owner electronically must be sent to 24-7service@amcllc.net. Such circumstances may include but not be limited to malfunctions of equipment, fixtures, alarm devices, overflowing sewage, utilities (electrical shorts, gas leaks or uncontrollable running water), smoke, fire, explosions, or any other cause. Upon Owner's actual receipt of Resident's written request for repairs (or upon Owner's oral notification in case of an emergency), Owner shall act with reasonable diligence and in a commercially reasonable manner, or as required by law, depending on the facts and circumstances in making such repairs. After any request for repair by Resident, or during the making of any repair by Owner, the Lease shall continue in full force and effect and, except as permitted by law, the Rent shall not abate during any such period, except in the event of a casualty event making the Premises unfit for habitability within the meaning of Section 25. In making any repair or maintaining the Premises or property, Owner may temporarily turn off equipment and interrupt utilities to the Premises or Community, or temporarily take any additional action reasonably necessary, in Owner's sole and absolute discretion, to effect the repair or perform the maintenance, and to avoid damage to property, the Premises, or the Community all without any liability to Resident. Resident shall not under any circumstances either deduct from Rent for any repair or make any repair and attempt to deduct the cost from Rent owed to Owner, except as permitted by law. Owner may secure the Premises, including changing the locks to the Premises, if in Owner's sole discretion the security of the Premises may have been compromised including but not limited to the death of Resident, incarceration or hospitalization of Resident, usage of the Premises by non-authorized residents, and to protect Owner's property and security. If Resident requests services not intended or contemplated by this Agreement and Owner agrees to provide, Resident agrees to hold Owner harmless for all liability resulting from the same.

**24. MOLD PREVENTION.**

Owner's goal is to provide a quality living environment for its residents. To help achieve this goal, it is important we work together to minimize any mold growth in your apartment. This provision contains important information on how to achieve this goal, and sets forth Resident's and Owner's responsibilities.

General Mold Information. Mold is found virtually everywhere in our environment – both indoors and outdoors and in both new and old structures. Mold makes up twenty-five percent of the earth's biomass. Molds are naturally occurring microscopic organisms that reproduce by spores and have existed practically from the beginning of time. Mold breaks down organic matter in the environment and uses the end-product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. Mold can grow when excess moisture, including excessive indoor humidity, is present inside an apartment. Just as pollen aggravates allergy sufferers, the fact that mold can cause, or aggravate routine allergy symptoms is not disputed. However, scientific research does not support the conclusion that mold can cause significant and permanent health problems.

Moisture Prevention. Resident agrees to take appropriate and reasonable precautions to prevent mold because mold prevention is to a great degree in Resident's control. Mold cannot occur without a water source or moisture. Accordingly, Resident agrees not to engage in any conduct that results in water or other liquid spillage or leakage, conduct that results in excess moisture buildup in the Apartment, or conduct that results in water or moisture accumulation because repairs are needed.

Resident's Duty to Inspect and Monitor for Mold and Moisture. Resident shall regularly and diligently inspect and monitor the Apartment for moisture or water accumulations and to otherwise ascertain whether there are any water leaks, signs of water leaks, or moisture accumulation. Resident shall pay particular attention to sinks, bathtubs, toilets, shower enclosures, refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, air conditioners, and the connections, discharge lines and the areas surrounding each. Resident understands that failure to inspect and monitor the Apartment for leaks and moisture accumulation might encourage mold growth, including inside of walls or ceilings. Resident understands that moisture, in particular prolonged moisture, can result from a wide variety of sources such as rain or snow water leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level; overflows, spillage, or leaks from plumbing lines or fixtures, showers and bathtubs, toilets, lavatories, sinks, washing machines, refrigerators, A/C drip pans or clogged A/C condensation lines; and defective, damaged, missing, or improperly installed fixtures, tile, hoses, or parts; and leaks into walls, ceilings, or floors from bad or missing grouting or caulking.

Resident's Mold Responsibilities. To minimize mold growth and the potential for mold growth in the Premises, Resident agrees to keep the Apartment clean – particularly the kitchen, the bathroom(s), carpets and floors. Resident shall regularly vacuum, mop, and use household cleaners to clean hard surfaces and remove household dirt and debris that harbor mold or are food for mold. Resident shall promptly throw away moldy food. Resident shall promptly remove or dry normal household moisture accumulating on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. When bathing, Resident shall take reasonable precautions to prevent water and moisture from spilling or accumulating, including keeping the shower curtain inside the tub and fully closing the shower doors. Resident shall provide appropriate climate control within the Apartment, and not increase the relative humidity of the Apartment by any means to the point mold may or will grow. Resident agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Apartment. Resident shall not have live plants or grow any plant, fruit or vegetable that promotes mold growth in Owner's reasonable judgment. Resident shall not grow marijuana. Resident shall take any and all other reasonable measures to retard and prevent mold and mildew from accumulating in the Apartment.

Mold Cleanup. If small amounts or areas of mold occur on non-porous (hard) surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic) the Environmental Protection Agency (EPA) recommends cleaning with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on type household biocide, such as Lysol Disinfectant, Pine–Sol Disinfectant, Tilex Mildew Remover, or Clorox Cleanup. Please note only a few of the common household cleaners will actually kill mold. Tilex and Clorox contain bleach, which can discolor or stain. Be sure to follow the instructions on the container. Do not use or apply household biocides to (1) visible mold on porous surfaces, such as sheet rock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Resident is liable to Owner for all damage caused by the misapplication or misuse of any cleaner, solvent, or other similar product. Accordingly, Resident shall notify Owner in writing of situations (1) and (2) above, or if Resident is uncertain how to treat minor mold.

Duty to Report Mold Related Issues. Resident shall immediately report to Owner in writing, except in cases of emergency which may be reported verbally: (1) any evidence of a water leak or excessive moisture in the Apartment, storage room, garage, other area leased to Resident, or any common area of the Community; (2) any evidence of mold or mildew-like growth that cannot be removed by simply applying an appropriate common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation, or air conditioning system in the Apartment; and (4) any inoperable doors and windows, including broken or cracked windows and doors, or windows and doors that have gaps or otherwise do not seal properly. Any statutorily required notices Resident sends to Owner electronically must be sent to 24-7service@amcllc.net. Upon notification from Resident, Owner shall make necessary repairs to the Apartment in accordance with the law and the Lease, provided such damage was not caused by the misuse or neglect of Resident, or any occupants or guests of Resident. Because mold tests are inherently unreliable, Owner shall not be required under any circumstances to perform any mold-related test, or take any action based on any test performed on Resident's behalf.

Default, Breach & Remedies. If Resident is in default of this provision and fails to cure as provided by the Lease or the law, Owner shall be entitled to recover possession of the Apartment without terminating Resident's liability on the Lease, and may exercise any and all other rights and remedies contained in the Lease and under the Law. Alternatively, and specifically, under applicable factual circumstances, Owner may also terminate the Lease in accordance with Section 23 of the Lease. If Owner breaches this provision, Resident's sole and exclusive remedy shall be limited to the remedies available under state law.

Limitation of Liability. Owner shall not under any circumstances be liable to Resident for damage to Resident's personal property, or damages based on claims of adverse health due to mold. Resident indemnifies and shall hold Owner harmless from any and all claims or causes of action, arising (in whole or in part) from Resident's breach of the obligations contained in this paragraph.

**25. PEST CONTROL.**

If Resident fails to report any pest infestation and/or problems with the Premises within seven (7) days of move-in, Resident acknowledges that the Premises are acceptable, in good condition, and pest free. After this period, Resident shall immediately report to Owner's onsite agent any signs or indications of pests. Any statutorily required notices Resident sends to Owner electronically must be sent to 24-7service@amcllc.net.

Resident agrees that Resident's violation of this provision constitutes a material breach of this Lease, and Owner shall have all remedies for breach set forth in this Lease, and as set forth in this provision and at law, including eviction. Resident is at all times responsible for the conduct of Resident's occupants, guests, invitees and all others ("other Persons") who are present on or in any portion of the Community due to or because of Resident. A violation by any other Person of this Lease is a violation by Resident.

Resident agrees that it is in Resident's best interest, and in certain circumstances Resident is legally required, and the best interest of the Community to fully cooperate with Owner's pest control efforts. Resident agrees to fully cooperate with Owner or Owner's pest control company employed to eradicate pests, including all written instructions distributed to Resident. Resident's full cooperation includes, but is not limited to, immediately reporting in writing pest infestation to the Owner, making the Premises available for entry to complete pest inspection and eradication treatment(s), completing all required pre-treatment activities, evacuating the premises during and after treatment for the required time frame, if any, completing all required post-treatment activities, and immediately reporting in writing ineffective treatment or re-infestations to the Owner. Resident shall also immediately dispose of any property or furniture that has been infested and that is not salvageable in the sole discretion of Owner's pest control vendor.

Resident shall practice good housekeeping to prevent pest infestations and to promptly eradicate them if they occur. Resident shall keep the Premises clutter free, clean, and sanitary, including regularly vacuuming. Resident shall cover mattresses and box springs with zippered, vinyl coverings, to prevent bed bugs from getting inside of mattresses. Residents shall arrange furniture to minimize pest hiding places. If possible, keep furniture several inches away from walls. Resident shall inspect clothing, luggage, and other personal property for signs of bed bugs when Resident stays overnight away from the Premises, or otherwise is exposed to areas that likely contain bed bugs.

In addition to regularly scheduled pest control services, if any, provided by the Community, Resident may request reasonable extermination services at any time. All requests must be in writing. Owner may enter Resident's unit to inspect for pests or for pest control related matters. If practical, Owner will notify Resident in advance of each pest inspection, including providing a preparation sheet. Notification is presumed received if Owner hands the notice and instructions directly to Resident or if Owner posts the notice and instructions to Resident's unit. Resident acknowledges that under some circumstances immediate action may be necessary to control pests, and Owner is not required to provide Resident advance notice if circumstances require immediate action.

If Resident promptly notifies Owner and cooperates with Owner and/or Owner's pest control company and the unit is either re-infested or the initial treatment is ineffective, Owner will promptly schedule re-inspection and re-treatment at no cost to Resident. If Resident is not fully prepared for the treatment, Resident agrees to pay $__50__. (If no amount is filled in, Resident shall be billed for the actual cost of service.) If Resident fails to cooperate fully with any pest treatment plan and the unit is either re-infested or the initial treatment is ineffective, Resident agrees to pay all costs of all subsequent treatments, as well as the cost of treatments due to any spread of the infestation to additional units, and all of Owner's consequential damages caused by any infestation spread due to Resident's failure to cooperate.

Bed bugs are a common problem throughout society. A surge in global travel and mobility, combined with changes in pesticide use, including the banning of DDT created optimal conditions for the revival of bed bugs, which had been virtually dormant since World War II. Exterminators have treated maternity wards, five-star hotels, movie theaters, banks, private schools, apartment communities, private homes, and countless other places. Accordingly, nearly every apartment community, including this one, has or will experience some level of bed bug infestation. Owner is not liable to Resident for any damages caused by pests including, but not limited to, replacement or cleaning of personal property, medications, or medical expenses. Owner is not responsible for any damage done to Resident's unit or personal items during pest control inspections or treatments. After any infestation and inspection, Owner may require Resident to professionally treat any affected personal property, or to remove such property from the Premises if it cannot be effectively treated. Resident agrees to indemnify and hold harmless the Owner and Owner's Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that they may incur as a result of Resident's breach of this provision.

Resident represents and warrants that Resident's current and previous residences were bed bug free, that Resident's personal property does not contain any bed bugs, and that Resident is unaware of being exposed to any circumstances where bed bugs were present. Resident's current and previous residences include any apartment (including the building in which the apartment is located), home, or other dwelling Resident resided. Resident's personal property is all of Resident's personal property including but not limited to clothing, linen, and furniture. (*Resident Initial* ____) SN

Alternatively, if Resident cannot make the representations and warranties set forth above, Resident makes the following disclosures regarding Resident's exposure to bed bugs:

_____
_____
_____
_____
_____

(if more room is necessary attach sheet). With respect to Resident's previous exposure to bed bugs, Resident represents and warrants that all of Resident's personal property has been inspected, professionally treated if warranted, and that no bed bugs are present in Resident's personal property. If Resident has been exposed to bed bugs, Resident shall provide or authorize Owner to obtain for review documentation regarding such exposure, and shall upon request make all of Resident's personal property available for inspection to confirm the absence of bed bugs.
(*Resident Initial* _____)SN

In order to successfully eradicate bed bugs and to maximize the probability of providing a bed bug free community for all residents, Resident acknowledges and agrees that this Lease is being entered into by Owner in reliance on Resident's representations and warranties contained in this Lease. If such information is false or materially misleading, then Owner shall have the option to terminate this Lease upon three (3) days notice to quit.

Resident acknowledges that Owner's efforts to provide a pest free environment do not in any way change the standard of care that Owner owes Resident under this Lease. Resident further acknowledges that Owner does not guarantee or warrant a pest free environment. Resident acknowledges and agrees that Owner's ability to police, monitor, and eradicate pests is directly dependent on Resident's and other residents' voluntary compliance and cooperation with pest eradication efforts, and Resident's full and faithful performance of Resident's obligations set forth in this Lease. If Resident breaches this Lease, by failing to cooperate with Owner's pest control efforts or otherwise, Resident shall have no right to terminate Resident's Lease, and shall remain legally responsible for all sums and damages due under the Lease.

Resident acknowledges that used or secondhand furniture is a primary method for the spread of bed bugs and other pests. Resident agrees to carefully inspect any used or secondhand furniture, especially bedding, acquired by Resident that is brought into the Premises. Used furniture, especially beds and mattresses, are often infested with beg bugs. Resident agrees not to acquire or bring into the Premises any used or secondhand furniture removed from the garbage or from unknown origins. Resident acknowledges that sharing vacuum cleaners is another highly possible way to spread bed bugs and roaches. Owner strongly advises Resident not to share such items with other residents.

**26. SNOW REMOVAL.**
Owner and Residents agree and acknowledge that the premises are located in an area that receives significant amounts of snow and has temperatures that allow ice to form. It is agreed that the Owner is acting reasonably if they commence action to clear snow and ice from such areas within 24 hours of the snowfall stopping or as required by local law. This provision does not create an obligation or warranty by the Owner to the Resident of snow and/or ice removal from the premises.

It is agreed that it is impossible to completely clear all areas of snow and ice. Resident agree to assume and accept liability and responsibility for it, it's occupants, and it's guest safety while utilizing the walkways, stairways, parking lots, and driveways of the Owner's property. The parties agree that Owner shall be liable only for damages in the event of gross negligence by Owner in refusing to rectify a known defect that causes snow/ice accumulation. Residents accept the risk of walking upon areas that have snow or ice accumulation.

Residents agree to notify Owner or its agents of any and all defects or of places where there could be a problem with ice or snow accumulation. Residents agree to take all steps necessary to assist in maintaining the safety of the walkways, stairways, parking lots and driveways. Resident agrees to hold harmless and indemnify Owner from any liability relating to damages from snow or ice sustained by Resident, it's guest, occupant, or other visitors and their property.

**27. VEHICLES, PARKING, ACCESS GATES, GARAGE, CARPORT (PARKING SPACE), STORAGE UNIT.**
Not withstanding anything to the contrary, Resident acknowledges and agrees that Owner shall have the exclusive right and power to regulate and control any aspect of motor vehicles (includes cars, trucks, motorcycles, RVs, trailers, etc.) and parking at the Community at any time. Owner's right and power includes but is not limited to the right but not the obligation to assign or designate parking spaces. Resident agrees that Owner may cancel, change, or amend this provision or reassign Resident a different garage, and/or parking space upon 72 hours written notice to Resident.

If the Community has a controlled access gate(s), Resident agrees to pay Owner a $_____0_____ gate remote fee upon move-in. Fifty percent (50%) of the gate remote fee is refundable to Resident if Resident returns the remote to Owner in good, working condition upon vacating the Premises. If the remote is lost/misplaced/stolen and/or damaged, Resident will be charged a $_____ replacement cost per remote. At Owner's sole discretion, the access gate(s) will remain open for longer and/or different periods of time as dictated by, but not limited to, weather conditions, the number of vehicles entering/leaving the Community at a specific time, and gate maintenance/repairs. Resident will be liable to Owner, and shall pay Owner for any costs, expenses, or damages to the access gate(s) caused by Resident or Resident's occupants or guests. Owner will not be liable and Resident shall hold Owner harmless for any costs, expenses, or damages to person or property due to Resident's, Resident's occupants' and/or guests' improper or negligent use of the access gate(s).

**28. ANIMALS (PETS)**.
[X] Resident has no pets at move-in. (*Resident Initial* _____)

Resident shall not be allowed to have or bring, even temporarily (meaning visiting pets), any animal (including mammals, reptiles, birds, fish, rodents, or insects) anywhere in the Premises or on Owner's Property at any time except by prior written consent of Owner. If Owner agrees to permit Resident an animal ("pet"), prior to having any pet on the Premises or at the Community, Resident agrees to pay all applicable fees and deposits, and both Resident and Owner must sign a separate pet agreement or addendum. Resident shall promptly pay Owner $50 per day if Resident violates this Section for each and every day until the unauthorized animal is removed. In addition, upon Resident's violation of this Section, Owner shall have the right to immediately terminate Resident's right to occupancy of the Premises, but not Resident's liability under this Lease to pay rent, upon three (3) days notice to quit with no right to cure, and evict Resident from the Premises. Owner has the right to prohibit and has prohibited certain animals at the Premises, including breeds of dogs, poisonous animals, and exotic animals (collectively "prohibited animals"). Unless required by law, Owner will not consent to Resident having a prohibited animal. Resident acknowledges at the time of application before Resident signed this Lease that Owner provided to Resident Owner's prohibited animal list. Resident is always responsible for ensuring that any animal is not on the prohibited animal list. Regardless of Resident's representation as to the breed or classification of any animal, Resident agrees that Owner shall make the final determination as to the breed or classification of Resident's pet or animal in Owner's sole and absolute discretion. Prohibited animals shall have the broadest possible meaning, and includes but is not limited to any animal displaying physical traits or characteristics of any prohibited animal, whether by observation or by standards established by the American Kennel Club, or other applicable association, or defined by any law, statute, or ordinance. Assistive animals that meet disability related needs are not pets. Upon request, Owner will discuss with Resident any disability related need for an assistance animal, and will legally evaluate and respond to such request.

**29. USE OF AMENITIES, COMMUNITY POLICIES, AND COMMUNICATIONS FROM OWNER.**
Resident agrees to comply with all rules, regulations and policies now or hereafter set forth by Owner regarding the use of Community amenities such as laundry rooms, swimming pools, playground, sport court, tennis court, Jacuzzi, sauna, barbecue, or any other amenities. Resident's use of any amenity is a privilege and not a right or a contractual obligation of Owner. Owner may restrict Resident from using any amenity in Owner's sole discretion if Resident violates amenity rules or policies. Resident agrees to indemnify and hold Owner and Owner's agents harmless from any cost, expense, loss, damage, or lawsuit resulting from any injury to Resident's property, Resident, Resident's family, guest, invitee, or any person as a result of the use of any amenities. Resident agrees to abide and comply with all rules and regulations of the Apartment Community (hereinafter "Community policies") as issued by Owner. Owner may regulate, limit, or prohibit from the Premises and Community common areas motorcycles, bicycles, tricycles, skateboards, weight equipment, treadmills, recreational vehicles, boats, trailers, inoperable vehicles, furniture movers, deliverymen, and solicitors. Resident's failure to abide with, failure to comply with, or breach of the Community policies is a default under this Lease and subjects Resident to eviction. Resident acknowledges receipt of the current Community policies. Resident agrees and acknowledges that Owner may from time to time amend, abolish, change, or enact new Community policies for health, safety, business, financial, legal, or any other legitimate reasons as long as the Community policies apply to all applicable residents. Resident further acknowledges that Owner may amend, change, abolish, or enact new Community policies without prior notice to Resident, and that all Community policies are effective upon distribution to Resident regardless of whether Resident has acknowledged receiving or consented to any change in or enactment of any Community policy at any time.

Resident permits Owner to communicate with Resident via email or text. Resident may contact the on-site management office to opt out of receiving such texts and/or emails.

**30. ASSIGNMENT - SUBLETTING - ROOMMATE CHANGES.**

Owner may assign this Lease. Resident shall not assign this Lease, or sublet the Premises. Resident shall not allow any person to occupy the Premises other than authorized occupants listed in this Lease. With Owner's prior written consent, that may be withheld in Owner's absolute discretion, Resident may add, subtract, or substitute one or more residents, but only after execution of all necessary documents as required by Owner. Owner may condition any changes in resident(s) by requiring proposed resident(s) to complete Owner's application process and upon all parties executing all documents required by Owner, including but not limited to executing a written release of applicable security deposits. Resident is prohibited from subletting or renting, or listing or advertising for subleasing or rental, all or any portion of the Premises to a third party, whether for an overnight use or longtime duration, including overnight stays arranged on Airbnb.com or similar forums.

**31. LIABILITY – RENTER'S INSURANCE.**

Resident, Resident's family, occupants, guests, invitees, or any person entering on or about the Premises due to Resident (hereinafter collectively "Resident") assume any and all risk(s) of damage or injury, whether to person or property, loss, or destruction of property, in connection with Resident's occupancy of the Premises or in association with Resident's use of the Community of which the Premises are a part (hereinafter "Risks"). Such Risks include but are not limited to damage or injury caused by third parties, fire, smoke, water, water leaks, ice, lightning, explosions, mold, crime, vandalism, weather or natural elements, interruption of heating/cooling, utilities, and plumbing systems, use of storerooms or lockers, use of swimming pools, fitness and business centers, recreational facilities, fire pit, or any other amenity or facility located in the apartment Community the lands constituting the same. Owner has no duty to remove any ice, sleet, or snow but may remove any amount with or without obligation, notice, or liability. Resident agrees that all property kept in the Premises shall be at the risk of the Resident. To the greatest extent permitted by law, Owner shall not be liable to Resident, even for negligent acts or omissions of Owner or Owner's agents or employees, for any damage or injury, whether to person or property, loss, or destruction to Resident's property, including but not limited to any damage or injury, whether to person or property, loss, or destruction of property sustained by Resident from any cause including but not limited to the causes and risks set forth herein. To the greatest extent permitted by law, Resident agrees to hold Owner harmless and to indemnify Owner from any liability caused by Resident's actions or inactions, including any lawsuit, loss, cost, expense, damage, or claim including attorneys' fees and costs resulting from any injury, whether to property or to person, whether to Resident, Resident's family, occupants, guests, invitees, or any person entering the Premises or the Community of which the Premises is a part. Unless prohibited by law, Resident waives any insurance subrogation rights or claims against Owner, Owner's Agents, and their insurers. No employee, agent, or management company of Owner is personally liable for any of Owner's contractual, statutory, or other obligations merely by virtue of acting on behalf of Owner. Resident's indemnity agreements and all provisions regarding Owner's no-liability and no-duty apply to Owner's employees, Owner's agents, and management companies.

**BECAUSE RESIDENT IS NOT COVERED BY OWNER'S OR OWNER'S AGENT'S INSURANCE AND BECAUSE OF THE RISK ASSUMED BY RESIDENT UNDER THIS LEASE AND SECTION, OWNER REQUIRES RESIDENT AND RESIDENT AGREES TO SECURE A COMPLYING RENTER'S INSURANCE POLICY TO INSURE AND PROTECT RESIDENT AGAINST RISK OF LOSSES. RESIDENT AGREES THAT A COMPLYING RENTER'S INSURANCE POLICY IS A SPECIFIC PERIL/STAND ALONE LIABILITY INSURANCE POLICY WITH $100,000.00 MINIMUM OF LIABILITY COVERAGE. RESIDENT AGREES THAT RESIDENT MUST MEET ALL RENTER'S INSURANCE REQUIREMENTS IN BOTH THIS LEASE AND THE RENTER'S INSURANCE MANDATORY ADDENDUM PRIOR TO OWNER BEING OBLIGATED TO PROVIDE RESIDENT WITH KEYS TO THE PREMISES.** If Resident fails to obtain and maintain renter's insurance at all times that Resident is occupying the Premises, Resident's failure shall constitute a material breach of this Lease. To avoid such a breach, Resident agrees that Owner may, but is not required to, purchase, at Resident's expense, a policy of standard coverage that meets such insurance requirements. Resident also agrees that the cost of any insurance purchased by Owner for Resident, including a $50 insurance administrative set up fee, shall be charged to Resident as additional Rent.

**32. CASUALTY - SUBSTANTIAL REPAIRS AND RENOVATIONS.**

If the Premises or any part of the Community are destroyed due to fire, explosion, or other casualty, or if the Premises or any part of the Community become unsafe, hazardous, or uninhabitable, as determined by Owner in its sole and absolute discretion, Owner may, at its option, upon written notice to Resident either immediately terminate this Lease or repair the Premises. Regardless of the extent of damage to the Premises or any portion of the Community or the reason for any repair or any desired renovation, Owner may also upon written notice immediately terminate this Lease, if in Owner's sole and absolute discretion, any repair or renovation would be either impractical or dangerous if Resident continued to occupy the Premises. Owner may also upon ten (10) days written notice terminate this Lease, if in Owner's sole and absolute discretion, any repair or desired renovation would be either impractical or dangerous, in Owner's absolute discretion, if Resident was present at the Premises while work was being performed during normal working hours, and Resident continues to be in, on, or about the Premises during normal working hours after demand. If Owner elects to repair the Premises and if the damage or casualty event is not due to Resident's negligence or intentional conduct in Owner's sole and absolute determination, the Rent on the damaged Premises shall be abated and prorated from the date on which the Premises became uninhabitable to the date on which Resident may reoccupy the Premises, as determined by Owner in its sole discretion. If the damage or casualty event is due to Resident's negligence or intentional conduct, the Rent shall not abate or prorate and Resident shall be liable to Owner for any amounts due under this Lease plus all damage caused by such negligent or intentional conduct. If the damage or casualty event is not due to Resident's negligent or intentional conduct and if Owner elects to repair the Premises, Owner may, but has no obligation to, provide suitable substitute accommodations within the Community upon terms and conditions acceptable to Owner. If Owner provides any substitute accommodations, Owner may but shall not be required to pay any costs associated with providing any substituted accommodations. Any substitute accommodations provided or paid for by Owner shall not constitute an admission of fault or negligence by Owner. After any casualty event and repair, Owner may elect to have Resident vacate any substituted accommodations or premises, and reoccupy any repaired Premises. In the event Owner offers and agrees to pay for comparable substitute accommodations to Resident, rent on the damaged Premises shall not abate even if Resident refuses to accept the comparable substitute accommodations. If Owner does not elect to repair the Premises, the building in which the Premises are located, or the Community, this Lease shall immediately terminate. In the event of any casualty, Owner shall under no circumstances be obligated to Resident for finding or paying for replacement accommodations, and for any other expense, damage, or inconvenience suffered by Resident. For this reason, Owner strongly recommends or

requires Resident to obtain appropriate insurance to protect Resident against such event. If the whole or any part of the Premises is taken by governmental authority under eminent domain for any public or quasi-public use or purpose, then the Lease term will terminate on the date when possession of the part so taken is required for such use or purpose. All damages awarded for such taking will belong to and are the property of Owner.

**33. SECURITY AND CRIME.**

Owner disclaims any and all warranties of security, crime prevention or reduced risk of crime whether express or implied, and Resident shall not treat any action by Owner or any of Owner's security measures as a guarantee against crime or of a reduced risk of crime. Resident acknowledges and agrees that protection against criminal action is not within Owner's power; that Owner does not provide and does not have a duty to provide any security protection services, security lighting or any other security measures at the Community; that Owner may, but has no obligation to, conduct criminal background checks on actual or potential residents or occupants; that Resident shall look solely to the police and public law enforcement for security protection; and that Resident is responsible for their and their occupants' personal security at all times. Owner shall not be liable for failure to provide any security or security related measures and for any criminal or wrongful actions by third parties against Resident, occupants, guests or others, including actions by others which cause damage to the property of Resident, occupants or guests. Owner shall not be obligated to provide security personnel, lighting, gates, or fences, or any other form of security unless required by statute. Any security measures taken by Owner shall at all times be for Owner's own purposes and benefit; shall not be relied upon by Resident; shall not create any obligation on Owner's part to guarantee that such measures are working or are operational, or to take further measures; shall not create a guarantee of security or effectiveness or a guarantee against crime or reduced risk of crime; may be altered, changed, or abolished by Owner at any time; and shall not constitute in any respect, a waiver of, or in any manner modify, or alter Owner's disclaimers of security as set forth in this Section. Resident agrees not to act in any way that may interfere with or impair any security measure or device in use or put in use by Owner. In the event of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm, Resident should immediately contact (dial) 911, local medical emergency, fire, or police personnel. After calling or notifying emergency personnel, Resident must contact Owner. If Resident or any occupant or guest is affected by a crime, Resident shall make a written report to Owner's representative and to the appropriate local law enforcement agency, and furnish to Owner the law enforcement agency's report number upon request. Information regarding registered sex offenders is available from local law enforcement agencies upon request. Owner does not warrant, represent or guarantee that other persons residing in or near the Community do not appear on any offender list, and Owner shall not be obligated to monitor or disseminate any compilations of registered sex offenders or other criminals.

**34. REENTRY.**

Resident shall allow Owner access to the Premises and Owner shall have the right to reenter the Premises at all reasonable times for any legitimate or necessary purpose or for any statutorily required purpose which Owner determines in its sole discretion, including but not limited to, inspecting, providing necessary services, making necessary repairs or improvements, and showing the Premises to prospective residents or to other persons having a legitimate or necessary interest. Owner shall always have the right to reenter the Premises without notice with Resident's consent or request, including but not limited to any request for any repair. Absent consent or request from Resident, Owner may reenter with notice when practical, and without notice when impractical, or with required legal notice if applicable. If Resident is not present, Owner will leave written notice of entry and the reason for such entry. Any entry by Owner shall not constitute an eviction in whole or in part, at any time, nor shall Owner be liable to Resident for any inconvenience or discomfort, and the Rent shall not abate during any period that Owner reenters. Owner may enter regardless of whether Resident is present by duplicate key or by breaking a window or other means when necessary or in the event of an emergency. Owner may provide entry to the Premises to any government official or law enforcement agency with or without a warrant or court order. Owner may deny any Resident access to the Premises, including by changing the locks, if any court or legal order restrains or bars a Resident from the Premises.

**35. ABANDONMENT.**

Resident agrees to occupy the Premises and shall be in default if Resident does not occupy the Premises on a regular, continuing, and consistent basis unless otherwise agreed to by Owner in writing. Resident shall have abandoned or surrendered the Premises if Resident turns in all keys or access devices, regardless of whether Rent is paid or not. Resident shall have abandoned or surrendered the Premises if any of the following events occur: if Resident's personal belongings have been substantially removed from the Premises, or Resident does not appear to be living in the Premises in Owner's reasonable judgment. Resident also abandons or surrenders the Premises immediately after the death of a sole resident. If Resident abandons or vacates the Premises for any reason and leaves personal property within the Premises, Resident intentionally, specifically, and irrevocably waives all title and interest Resident has to such property and grants to Owner full authority to immediately dispose of the same without notice, court order, accountability, or liability. Resident shall indemnify Owner, Owner's employees and representatives against any claim or cost for any damages or expense with regard to the removal, disposal or storage of any property, including attorneys' fees and costs, regardless of who makes a claim against Owner or any other person indemnified in connection with Owner's removal of any property.

**36. DEFAULT, BREACH, AND REMEDIES.**

Resident shall be in default if Resident breaks or fails to observe or perform any promise, agreement, or covenant set forth in this Agreement or any Addendum, including but not limited to Resident's failure to timely and fully pay any Rent and other amounts due, abandoning or vacating the Premises without fully performing all Lease terms and conditions, or if Resident makes any misrepresentation. Regardless of whether specifically stated in any Lease provision or Addendum, Resident is at all times responsible for the conduct of, shall be liable for, and shall also be in default of this Lease if any occupant, family member, guest, invitee, or any other person in or about the Premises, coming to or leaving the Premises, or on Owner's Property due to Resident, or with Resident's knowledge or consent breaches or fails to observe any of Resident's covenants, promises, or obligations contained in this Agreement or any Addendum. If Resident fails to cure any default, provided any default can be cured, or commits a non-curable default, Resident shall be in breach of this Agreement and Owner shall have all remedies provided for in this Agreement and at law. In the event of any default under this Agreement by Owner, unless prohibited by law, Resident's remedies shall be limited to either an action for specific performance or declaratory judgment. Each right and remedy provided for and to Owner in this Agreement shall be cumulative and shall be in addition to each and every other right or remedy provided for in this Agreement and at law whichever is greater now or hereafter existing at law or in equity. The exercise or commencement of the exercise by Owner of any one or more rights provided for in this Agreement or at law shall not constitute an election by Owner or preclude the simultaneous or subsequent exercise by Owner of any or all other rights or remedies.

**37. ATTORNEYS' FEES.**
Resident agrees to pay Owner all costs incurred by Owner in connection with collecting any Rent, amounts, or damages owing by Resident under this Agreement or to enforce any provision of this Agreement, including but not limited to any collection costs and reasonable attorneys' fees from the date any such matter is turned over to an attorney and regardless of whether suit is commenced. Resident agrees to pay twenty four percent (24%) interest compounded annually on any unpaid rent, amounts, damages, or sums owed by Resident from that date of Owner's final accounting until Resident pays all outstanding amounts. Owner and Resident agree that any action or proceeding arising out of or in any way connected with this Agreement, regardless of whether such claim is based on contract, tort, or other legal theory, shall be heard by a court sitting without a jury, and thus Resident hereby waives all rights to a trial by jury. In any suit, Owner and Resident agree that the court shall award to Owner, Owner's reasonable attorneys' fees and costs if Owner prevails in any such suit. Resident agrees that suit shall have the broadest possible meaning and includes by way of example, but not by way of limitation, any lawsuit, governmental agency complaint, charge, or claim initiated by Resident, including but not limited to any governmental agency or fair housing claim, or any other proceeding, between Owner and Resident to enforce this Agreement, arising from this Agreement, or in any way connected with this Agreement or Resident's tenancy at the Premises, including but not limited to litigation concerning Resident's Security Deposit. If Resident initiates a governmental agency complaint against Owner or its agents with a state or federal governmental agency, Owner shall also be entitled to recover from Resident damages for Owner's and Owner's Agent's time at an hourly rate based on current salaries if the agency fails to make a finding against Owner. Notwithstanding anything to the contrary in this Section or Lease, Owner and Resident agree that the court shall award the prevailing party in any eviction, unlawful detainer, or action brought under C.R.S., §13-40-101, et. seq., their reasonable attorneys' fees and costs. Not withstanding anything to the contrary in this Section or Lease, Owner and Resident agree that the Court shall not award either Owner or Resident attorneys' fees and costs in any warranty of habitability lawsuit, including but not limited to any action brought under or pursuant to C.R.S. § 38-12-501 et seq.

**38. ENFORCEABILITY - SUBORDINATION.**
Apartment Management Consultants, LLC ("AMC"), is designated by Owner as its general agent with full authority to manage and administer the Premises and Community and to enter into, administer and enforce this Lease. Resident agrees to direct any questions regarding this Lease to AMC's onsite property management at Pathfinder Northglen Holdings, LLC dba Echo Ridge at North Hills. In the event of any actual or alleged failure, breach or default by Owner: 1) the sole and exclusive remedy shall be against Owner and Owner's assets; 2) No member, officer, director (past or present), employee, shareholder, or individual owner of any interest in Owner (collectively "Member") shall be sued or named a party of any suit or action; 3) No service of process shall be made against any Member of Owner; 4) No Member of Owner shall be required to answer or otherwise plead to any service of process; 5) No judgment will be taken against any Member of Owner; 6) any judgment taken against any Member of Owner may be vacated and set aside as to any such Member; 7) No writ of execution will ever be levied against any assets of any Member of Owner; and 8) These covenants and agreements are enforceable both by Owner and also by any Member of Owner and shall survive any termination of this Lease. This Agreement is subordinate to all present or future mortgages or security interests placed on or against the Apartment Community. If applicable, this Agreement is subject to the provisions of any agreement with and the regulations of any Housing Authority or other governmental authority.

**39. FAIR HOUSING.**
Owner is dedicated to honoring Federal and state fair housing laws. Owner does not discriminate on the basis of race, color, religion, sex, national origin, familial status, disability or any other protected class established by state or local fair housing laws. Owner affirms its policy of equal housing opportunity to state and federal fair housing laws. Issues of discriminatory treatment, harassment, or intimidation on any of these bases should immediately be reported to Owner and, if substantiated, prompt action will be taken to remedy the actions taken. Accommodations and modifications will be permitted and made in accordance with, and as required under, such fair housing laws. Prior to the making of any modifications, Resident and Owner may be required to enter into a modification agreement to govern the approval and implementation of any modifications, as well as restoration obligations, if any. Resident agrees to make all requests for reasonable accommodations and modifications in writing, and acknowledges that Owner has written forms to facilitate disability related requests.

**40. MILITARY.**
If Resident becomes an active duty member of the United States Armed Forces or in the event of a military transfer by an active duty member of the United States Armed Forces to another active duty station, Resident may terminate the Lease, without penalty, in accordance with this Section. To terminate the Lease, (i) Resident must deliver to Owner written notice to terminate the Lease; (ii) Resident's notice of termination shall state the termination date, and the termination date shall be thirty (30) days after the date that the next monthly rental payment is due; (iii) Resident must deliver to Owner a copy of the official permanent change-of-station orders or other applicable orders; (iv) all unpaid Rent, if any, must be paid through the effective day of termination; and (v) Resident must make satisfactory arrangements with Owner to pay all costs incurred by Owner to repair any damages. Upon completion of the above terms and conditions, Resident's obligations and responsibilities under the Lease shall then be deemed fulfilled. A move to base housing does not constitute a permanent change of station order. After Resident has vacated the Premises, Resident is entitled to the return of Resident's total deposits, less lawful deductions for damages to the Premises, reasonable wear and tear excepted. The release of a Resident under this Section will not release any other Resident, unless such other Resident is the spouse or legal dependent of the Resident receiving permanent change-of-station orders.

**41. LOW INCOME OR SUBSIDIZED HOUSING.**
If Resident entered into this Agreement as a Low-Income Tenant, Subsidized Tenant, or as a Tenant on a Tax Credit Property, the Community may be subject to laws and regulations that would result in Owner losing the tax credit or other subsidies for the entire Property if a single Tenant does not meet applicable program requirements. Accordingly, if it is discovered at any time, after execution of the Agreement, that Resident either failed to initially qualify or fails to continue to qualify with respect to the income computation and certification required under the Internal Revenue Code or any law adopted by any applicable governmental authority governing the Community, Owner may terminate this Agreement upon ten (10) days written notice to Resident. Resident specifically agrees and acknowledges that Owner shall have this right of termination regardless of the reason Resident does not qualify or meet program requirements, including but not limited to as a result of any material misrepresentation made by the Resident or due to any mistake, regardless of cause, and regardless of who made the mistake.

**42. SEVERABILITY.**

Invalidation of any one of the foregoing provisions, covenants, or promises by judgment or court order shall in no way affect any of the other provisions, covenants, or promises contained in this Agreement which will remain in full force and effect. No provision, covenant, or promise contained in this Agreement shall be deemed invalid or unenforceable because such provision, covenant, or promise does not provide for or grant Owner or Resident equal or reciprocal rights.

**43. NON-WAIVER.**
No waiver of any term, provision or condition of this Lease, or Owner's failure to insist upon strict compliance with the terms of this Lease in any one or more instances shall be a further or continuing waiver of any such term, provision or condition, or as a waiver of any other term, provision, condition or right under this Lease, or a waiver of Owner's right to act on any current or future violation by Resident, or to make any current or future demand for payment of any amounts due under this Lease. Resident's obligation to pay any Rent, or any other amounts shall not be waived, released, or terminated by Owner's service of any notice, demand for possession, or institution of any forcible entry and detainer action which may result in a termination of Resident's right of possession. Owner's acceptance of any sums of money from Resident following an event of default shall be taken to be a payment on account by Resident and shall not constitute a waiver by Owner of any rights, nor shall any such payment cure Resident's default if such payment is less than the full amount due and outstanding, nor shall any such payment from Resident reinstate this Lease or Resident's right to possession if previously terminated by Owner. During any period that Resident has been served with, is under, or subject to a demand for compliance for breach of any non-monetary covenant, Resident agrees to pay Rent or any other amounts due, and Owner may accept any such payments, the acceptance of which shall not be a waiver of Owner's rights on any notice or demand for non-compliance for breach of a non-monetary covenant. When Owner's consent is required, Owner's consent in one or more instances shall not be deemed continuing consent or relieve Resident of obtaining Owner's consent in the future.

**44. ENTIRE AGREEMENT.**
This Lease and Addenda contains the entire agreement between the Owner and Resident, and may only be modified by a written document signed by both Resident and Owner. Resident acknowledges that neither Owner nor any of Owner's Agents have made any oral promises or representations not contained herein, and that Owner's onsite representatives (including management personnel, employees, and agents) have no authority to waive, amend, modify, or terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose any duties or obligations on Owner unless in writing. In filling out, processing, and completing this Lease some clerical, scrivener, human, computer and/or mathematical errors may occur. In the event of any such errors or mistake, Resident agrees to cooperate with Owner to execute or re-execute any document necessary to correct any mistake or error upon demand by Owner. If Resident fails to cooperate by executing or re-executing any document, Owner may terminate this Lease upon three (3) days notice to quit.

**45. JOINT AND SEVERAL LIABILITY.**
Each person executing this Lease is fully and personally liable and obligated for the promises, covenants, and agreements in this Lease, including but in no way limited to, the promise to pay any and all Rent and other amounts. In the event of default, Owner may enforce Owner's rights under this Lease against each Resident individually, or against all Residents. Owner's notice to any Resident constitutes notice to all Residents and occupants.

**46. ADDENDUMS**
Any additional addenda that are signed by Resident shall become additional provisions to this Lease.

**47. BINDING EFFECT.**
This Lease shall be binding upon and inure to the benefit of Owner and Resident and their respective successors and assigns, as permitted by this Agreement. This Lease shall be construed under the law of the state in which it was executed. By executing below, each Resident represents that he or she is of legal age and has the required capacity to enter into this binding Lease. This Lease is not effective against Owner until executed and delivered to Resident by Owner. However, Resident's execution shall constitute an offer to lease the premises pursuant to the terms of this Lease, which offer shall remain irrevocable for a period of seven (7) days after the date of execution by Resident.

**48. ACKNOWLEDGEMENTS; COPY OF LEASE.** By signing this Lease, Resident acknowledges that: (a) Resident received a disclosure from Owner disclosing Owner's application fees prior to Resident submitting a rental application; (b) Resident received a receipt from Owner for any application fees and deposits Resident paid at the time of application; and (c) Resident received any statutorily required disclosures from Owner regarding any known pest control issues affecting the Premises. Resident agrees to receive an electronic copy of this fully executed Lease from Owner. Resident agrees that Resident's failure to notify Owner within ten (10) days of signing this Lease that Resident did not receive a copy of the fully signed Lease from Owner is Resident's acknowledgement that Resident received a copy of the fully signed Lease from Owner.

**THIS LEASE CONSTITUTES A LEGALLY BINDING CONTRACT ENFORCEABLE BY LAW. EXECUTION BY THE PARTIES ACKNOWLEDGES FULL ACCEPTANCE OF ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.**

IN WITNESS WHEREOF, Owner and Resident have executed this Lease as of the date set forth below.

**RESIDENT OR RESIDENTS: (All Residents Must Sign)**

Jason Niederauer PX43AA E-signed by: Jason Niederauer 2021-06-25 05:14:12 UTC - 71.218.191.13 Date 6/24/2021
Resident

Scott Niederauer MK29QU E-signed by: Scott Niederauer 2021-06-26 20:47:31 UTC - 71.218.191.13 Date 6/26/2021
Resident

_____ Date _____
Resident

_____ Date _____
Resident

**APARTMENT MANAGEMENT CONSULTANTS (Owner's Representative)**

Danielle Montoya YJ75FF E-signed by: Danielle Montoya 2021-06-28 20:25:03 UTC - 98.245.180.18 Date 6/28/2021

Agent for Owner

## REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease, Lessee is required to maintain and provide the following minimum required insurance coverage:

- Lessee, at Lessee's sole cost and expense, shall at all times during the term of the Lease maintain general liability insurance coverage in the minimum amount of $100,000 (on a per occurrence basis) for damage to Lessor's property for the perils of fire, smoke, explosion, water discharge and damage, and sewer backup or overflow ("Required Insurance"). Lessee may obtain the Required Insurance to fulfill the insurance obligation from any qualified insurer. The Required Insurance shall list Lessor as an "Interested Party" or "Additional Interest" on the Declarations page of the Required Insurance and provide that Lessor shall receive written notice no less than thirty (30) days prior to the expiration or termination of the Required Insurance.

In the event that Lessee fails to obtain and maintain the Required Insurance as required herein, Lessor shall have the option, to charge a non-compliance fee in the amount of $__25__ which, if charged, shall be deemed to be additional rent under the Lease and immediately due and payable by Lessee to Lessor. Lessor reserves the right to charge this non-compliance fee at any time and any delay in charging this fee shall not waive Lessor's right to do so in the future.

In the event that Lessee is in default of this requirement at any time she/he agrees not to hold the property owner, management or employees liable for any damage to person or property.

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period.

## LIABILITY WAIVER OPTION

As an alternative to your Lease requirement to acquire acceptable Required Insurance, as described above, you may elect to be included in the Property's liability waiver program and, if enrolled, be subject to additional rent of $__10__ per month ("Liability Waiver Option"). This includes the $__7.15__ that is paid to the program provider and $__2.85__ administrative fee that is retained by the Property. Payment of this additional rent in accordance with the terms of your residential rental agreement waives your obligation to indemnify the property owner for accidental damages arising from fire, smoke, explosion, water discharge or sewer backup caused by your accidental acts or omissions as further described in your rental agreement up to $100,000.00. **THE LIABILITY WAIVER OPTION ONLY WAIVES YOUR LIABILITY TO THE PROPERTY OWNER AND DOES NOT WAIVE YOUR LIABILITY TO ANY THIRD PARTIES. THE LIABILITY WAIVER OPTION ONLY APPLIES TO ACCIDENTAL DAMAGE CAUSED BY YOUR ACCIDENTAL ACTS OR OMISSIONS AND DOES NOT APPLY TO DAMAGES CAUSED BY YOUR DELIBERATE OR INTENTIONAL ACTS OR OMISSIONS. THE LIABILITY WAIVER OPTION ONLY APPLIES UP TO $100,000.00; ANY AMOUNT IN EXCESS OF $100,000.00 REMAINS SUBJECT TO THE TERMS OF THE RENTAL AGREEMENT.** If the property damage from fire, smoke, explosion, water discharge or sewer backup result from the accidental acts or omissions of a participating resident are under $100,000 affected residents may receive up to $15,000 to replace personal belongings subject to the terms of any applicable owner insurance policy; provided that in no event shall the sum of the property owner's covered damages and all amounts paid to affected residents exceed $100,000.00.

**NOTICE TO RESIDENTS: THE LIABILITY WAIVER OPTION ONLY WAIVES YOUR OBLIGATION TO INDEMNIFY THE OWNER FOR ACCIDENTAL DAMAGES CAUSED BY YOUR ACCIDENTAL ACTS OR OMISSIONS AS DESCRIBED HEREIN. BY ELECTING TO PARTICIPATE IN THE LIABILITY WAIVER OPTION, YOU ARE NOT ACCEPTING, ENROLLING, OR PURCHASING AN INSURANCE POLICY NOR ARE YOU BEING LISTED AS A NAMED INSURED UNDER ANY OWNER POLICY. THE LIABILITY WAIVER OPTION IS NOT A RESIDENT'S INSURANCE POLICY NOR IS IT INTENDED TO REPLACE A RESIDENT'S PERSONAL PROPERTY OR LIABILITY INSURANCE POLICY. ALL RESIDENTS SHOULD CONSULT AN INSURANCE PROFESSIONAL TO EVALUATE AND DETERMINE PERSONAL INSURANCE NEEDS.**

If at any time during the term of the Lease, the Required Insurance that Tenant obtained should be cancelled or lapse for any reason, Landlord reserves the right to add Tenant's Premises to the Liability Waiver Option program and charge Tenant an additional Rent of $__10__ per month. This includes the $__7.15__ that is paid to the program provider and $__2.85__ administrative fee that is retained by the Property. Lessor reserves the right to add Tenant's Premises to this program at any time and any delay on the part of Lessor shall not waive Lessor's right to do so in the future.

By signing below, you acknowledge that you have read and understand this entire Addendum including an understanding that the Non-Insurance Option is not an insurance policy, and agree to be legally bound hereby.

Resident Signature: Jason Niederauer GA63SI E-signed by: Jason Niederauer 2021-06-25 05:16:53 UTC - 71.218.191.13 Date: 6/24/2021

Resident Name (Print): Jason Niederauer, Scott Niederauer

SN JN Initial here if you elect to ENROLL IN THE LIABILITY WAIVER OPTION.

Scott Niederauer TN91RU E-signed by: Scott Niederauer 2021-06-26 20:49:33 UTC - 71.218.191.13 6/26/2021

# CASH ADDENDUM

This Addendum shall be attached to and for the purposes made part of the Residential Lease Agreement between Owner and the undersigned Resident(s).

Resident agrees that at no time during the term of the lease agreement shall Resident tender cash to Owner for payment of rents or any other fees. Cash will not be accepted by Owner. Should Resident be asked to tender cash for any rental payments, Resident agrees it shall contact Apartment Management Consultants immediately at:

Apartment Management Consultants
(801) 565-7430 or info@amcllc.net

Resident should have ready the name of the community, and the name of the member of management that requested a cash payment.

Resident hereby agrees that should Resident tender a cash payment for any obligations under the Residential Rental Agreement, that it will not be deemed accepted and such payment shall be deemed as unpaid.

Jason Niederauer GN97HG E-signed by: Jason Niederauer 2021-06-25 05:17:05 UTC - 71.218.191.13 6/24/2021

Resident Date

Scott Niederauer DR37ES E-signed by: Scott Niederauer 2021-06-26 20:49:52 UTC - 71.218.191.13 6/26/2021

Resident Date

Resident Date

Resident Date

Danielle Montoya KK92SE E-signed by: Danielle Montoya 2021-06-28 20:25:04 UTC - 98.245.180.18

Owner Date

# LEASE ADDENDUM FOR AUTOMATED ELECTRONIC PAYMENTS OF RENT AND CERTAIN OTHER ITEMS

1. **Addendum.** This is an addendum to the Residential Rental Agreement for Apartment #_____C-304_____ at the premises identified below.

2. **Automated electronic payments.** "Automated electronic payments "include "Automated Clearing House" ("ACH") and "Credit and Debit Card"("Card") transactions. ACH is the nationwide network of banking institutions that have agreed to process electronic payments automatically from Resident's bank account to Owner's bank accounts. "Card" refers to credit and debit card transactions, including those cards bearing the Visa, Mastercard, Discover and American Express logos. Collectively "automated electronic payments "are paperless transactions that occur instantly and automatically without a check being hand-processed through a local bank clearinghouse or the Federal Reserve System.

3. **Authorization to Enroll.** By executing this Lease Addendum, Resident is agreeing to be enrolled in an online payment program, and to allow Owner to create an online account for Resident. Resident is also agreeing to pay a one-time, non-refundable activation fee of $_____10_____. Resident will be given a user name and password for access to this online account where Resident may initiate and manage ACH or Card payments or rent or other property-related payments.

4. **Right to opt out.** Enrollment in the online payment program is the only way ACH or Card payment will be accepted. However, enrollment is not required and Resident has the right at any time to give written notice of Resident's decision to withdraw from the program. Should Resident choose to do so, Resident will thereafter be required to make all payments by regular check or certified check according to the terms of the Residential Rental Agreement.

5. **Delinquency.** Access to the system will be restricted if any payment is considered "late" under the Residential Rental Agreement. At Owner's sole discretion, ACH or Card Payments that are "late" will not be allowed, or will only be accepted if paid in full. Owner has the right at any time to require Resident to pay all future rent payments by regular check or certified check according to the terms of the Residential Rental Agreement, in lieu of payment through ACH or Card. Payments made through this system after service of any eviction notice must have prior written approval of management before the payment is made. Any unapproved payment made after service of an eviction notice shall be deemed rejected and shall be refunded (or otherwise retransferred) within thirty (30) days.

SIGNED AND ACKNOWLEDGED

Resident: Jason Niederauer SZ22QQ E-signed by: Jason Niederauer 2021-06-25 05:17:24 UTC - 71.218.191.13 Date: 6/24/2021

Resident: Scott Niederauer AE67RY E-signed by: Scott Niederauer 2021-06-26 20:50:04 UTC - 71.218.191.13 Date: 6/26/2021

Resident: _____ Date: _____

Resident: _____ Date: _____

Email Address: _____

WAIVER — The undersigned Resident declines to enroll in the Automated Electronic Payment Program and will not be charged the activation fee.

Resident: _____ Date: _____

*(only sign if you are opting out)*

Premises address: 11450 Melody Drive #C-304, apt. C-304, Northglenn, CO 80234

## STANDARD CHARGES: DAMAGE AND CLEANING ADDENDUM

This document is incorporated and shall become part of the lease agreement between Pathfinder Northglen Holdings, LLC dba Echo Ridge at North Hills and Jason Niederauer, Scott Niederauer.
Upon move-out, the apartment will be inspected and the following charges will be applied for returning the apartment to its original rentable condition:

1. A pro-rated charge will be assessed based on length of occupancy for turnover costs according to the following terms *(applies to all apartments)*:

| | | | |
|---|---|---|---|
| 1-12 months: | 100% | 19-24 months: | 50% |
| 13-18 months: | 75% | 25+ months: | 25% |

2. All additional charges below (replacement/damage/cleaning) are subject to application as determined in physical inspection of the apartment after move-out.

**Resident is strongly encouraged to be present for move-out inspection.** No verbal agreements will be made. Carpet condition may be indeterminable at time of resident's walk-through.

**Turnover Costs**

| | 1 Bedroom | 2 Bedroom | 3 Bedroom | 4 Bedroom |
|---|---|---|---|---|
| Paint | $125.00 | $150.00 | $175.00 | $215.00 |
| Carpet Clean | $60.00 | $75.00 | $90.00 | $110.00 |

**Replacement/Damage/Cleaning Charges**

(Minimum charge for each; multiple incidents will result in multiple charges)

**CLEANING CHARGES**

| | | | | | |
|---|---|---|---|---|---|
| All Bath Fixtures | $15.00 each | Dishwasher | $20.00 | Range Vent Hood | $15.00 |
| Balcony | $15.00 | Fireplace | $30.00 | Refrigerator | $20.00 |
| Bath Cabinets | $15.00 each | Freezer | $15.00 | Return Vents | $15.00 |
| Bathroom Floor | $20.00 | Kitchen Ceiling Fixture | $40.00 | Satellite Dish removal | $75.00 |
| Bathroom Sink | $15.00 each | Kitchen Floor | $25.00 | Shower/Tile | $30.00 each |
| Bathtub | $25.00 each | Kitchen Sink | $25.00 | Trash Removal | $35.00 per load |
| Cabinet Door | $15.00 | Mirrors | $15.00 each | Vacuum Carpet | $35.00 |
| Cabinet Interior | $30.00 | Oven | $25.00 | Vanity Fixture | $25.00 |
| Commode | $15.00 each | Patio Door | $20.00 | Washer/Dryer | $30.00 each |
| Counters | $15.00 | Range Top | $20.00 | Windows | $20.00 |
| Ceiling Fan | $60.00 | | | Items Not Listed | $15.00 each |

**REPLACEMENTS (flat charge – per each)**

| | | | | | |
|---|---|---|---|---|---|
| Amenity Key(s)/Key Fob | $50.00 | Fire Stop | $50.00 | Peep Hole/Knocker | $30.00 |
| Broken/Missing Screen | Cost | Garage Door | $350.00 per panel | Shower Curtain Rod | $50.00 |
| Broken/Missing Windows | Cost | Garage Remote | $50.00 | Showerhead | $30.00 |
| Carpet Repairs/Replace | Cost | Interior Door | $115.00 | Smoke/CO Detector | $75.00 |
| Closet Bi-Fold Door | $115.00 | Light Bulb | $3.00 | Toilet Paper Roller | $5.00 |
| Crisper Tray | $35.00 | Light Globe | $20.00 | Toilet Seat | $30.00 |
| Door Key | $40.00 | Mailbox Key | $40.00 each | Towel Bar | $35.00 |
| Drip Pan 6" | $10.00 | Mini-Blinds | $50.00 | Vertical Blinds | $95.00 |
| Drip Pan 8" | $10.00 | Mini-Blinds (Faux-Wood) | $75.00 | Vinyl Repairs/Replace | Cost |
| Drywall Repairs | Cost | Miscellaneous Labor | $25.00 per hour | | |
| Entry Door | $275.00 | Oven Rack | $40.00 | Materials not listed will be billed at cost + 20% | |

Regardless of length of occupancy, Resident agrees to pay Owner for all replacements, damages, and repairs, in excess of normal wear and tear, including, but not limited to, the specific cleaning, replacement, and damage charges listed in this Addendum, and understands that Owner shall apply such amounts owed against the Resident's Security Deposit and/or any additional deposits upon move-out. Resident agrees to pay Owner for all general cleaning necessitated by Resident's failure to clean. All replacements or damage repairs are not normal wear and tear. Resident shall pay Owner all charges in excess of the Security Deposit when Owner issues a security deposit disposition report to Resident. If Resident fails to pay any amount after request, Owner will turn over all uncollected balances for collection.

For any specific keys, or access cards or access devices, not listed but given to Resident, Resident will be charged replacement cost, including any associated labor or service charges. Resident will also be charged all applicable Dumpster and labor charges for property, trash, or garbage removal. Owner will charge, and Resident agrees to pay Owner for all damages beyond normal wear and tear regardless of whether listed in this Addendum.



Initial(s): JH SN

The charges listed on this Addendum are the minimum charges, and may include administrative costs. Resident will be billed all actual amounts when repair, replacement, or damage costs are in excess of minimum charges.

**RESIDENT OR RESIDENTS: (All Residents Must Sign)**

Danielle Montoya CJ47QC E-signed by: Danielle Montoya 2021-06-28 20:25:04 UTC - 98.245.180.18 6/28/2021

APARTMENT MANAGEMENT CONSULTANTS (Owner's Representative) Date

Jason Niederauer ZA71FY E-signed by: Jason Niederauer 2021-06-25 05:18:44 UTC - 71.218.191.13 6/24/2021

Resident Date

Scott Niederauer JF18QI E-signed by: Scott Niederauer 2021-06-26 20:50:18 UTC - 71.218.191.13 6/26/2021

Revised 05/2016



Initial(s): JN SN

# MOLD PREVENTION ADDENDUM

This is an Addendum to the Rental Agreement dated 07/11/2021 (the "Lease"), by and between Apartment Management Consultants, LLC ("Owner") of the Apartment Community known as Pathfinder Northglen Holdings, LLC dba Echo Ridge at North Hills, and Jason Niederauer, Scott Niederauer (collectively hereinafter "Resident"), for the premises known as 11450 Melody Drive #C-304, apt. C-304, Northglenn, CO 80234, County of Adams, State of Colorado ("Premises").

Owner's goal is to provide a quality living environment for their residents. To help achieve this goal, it is important we work together to minimize any mold growth in your apartment. This Addendum contains important information on how to achieve this goal, and sets forth Resident's and Owner's responsibilities.

1. **General Mold Information.** Mold is found virtually everywhere in our environment – both indoors and outdoors and in both new and old structures. Mold makes up twenty-five percent of the earth's biomass. Molds are naturally occurring microscopic organisms that reproduce by spores and have existed practically from the beginning of time. Mold breaks down organic matter in the environment and uses the end-product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. Mold can grow when excess moisture, including excessive indoor humidity, is present inside an apartment. Just as pollen aggravates allergy sufferers, the fact that mold can cause, or aggravate routine allergy symptoms is not disputed. However, scientific research does not support the conclusion that mold can cause significant and permanent health problems.
2. **Moisture Prevention**. Nonetheless, Resident agrees to take appropriate and reasonable precautions to prevent mold because mold prevention is to a great degree in Resident's control. Mold cannot occur without a water source or moisture. Accordingly, Resident agrees not to engage in any conduct that results in water or other liquid spillage or leakage, conduct that results in excess moisture buildup in the Apartment, or conduct that results in water or moisture accumulation because repairs are needed.
3. **Resident's Duty to Inspect and Monitor for Mold and Moisture.** Resident shall regularly and diligently inspect and monitor the Apartment for moisture or water accumulations and to otherwise ascertain whether there are any water leaks, signs of water leaks, or moisture accumulation. Resident shall pay particular attention to sinks, bathtubs, toilets, shower enclosures, refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, air conditioners, and the connections, discharge lines and the areas surrounding each. Resident understands that failure to inspect and monitor the Apartment for leaks and moisture accumulation might encourage mold growth, including inside of walls or ceilings. Resident understands that moisture, in particular prolonged moisture, can result from a wide variety of sources such as rain or snow water leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level; overflows, spillage, or leaks from plumbing lines or fixtures, showers and bathtubs, toilets, lavatories, sinks, washing machines, refrigerators, A/C drip pans or clogged A/C condensation lines; and defective, damaged, missing, or improperly installed fixtures, tile, hoses, or parts; and leaks into walls, ceilings, or floors from bad or missing grouting or caulking.
4. **Resident's Mold Responsibilities.** To minimize mold growth and the potential for mold growth in the Premises, Resident agrees to keep the Apartment clean – particularly the kitchen, the bathroom(s), carpets and floors. Resident shall regularly vacuum, mop, and use household cleaners to clean hard surfaces and remove household dirt and debris that harbor mold or are food for mold. Resident shall promptly throw away moldy food. Resident shall promptly remove or dry normal household moisture accumulating on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. When bathing, Resident shall take reasonable precautions to prevent water and moisture from spilling or accumulating, including keeping the shower curtain inside the tub and fully closing the shower doors. Resident shall provide appropriate climate control within the apartment, and not increase the relative humidity of the Apartment by any means to the point mold may or will grow. Resident agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the apartment. Resident shall not have live plants or grow any plant, fruit or vegetable that promotes mold growth in Owner's reasonable judgment. Resident shall not grow marijuana. Resident shall take any and all other reasonable measures to retard and prevent mold and mildew from accumulating in the Apartment.
5. **Mold Cleanup.** If small amounts or areas of mold occur on non-porous (hard) surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic) the Environmental Protection Agency (EPA) recommends cleaning with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on type household biocide, such as Lysol Disinfectant, Pine–Sol Disinfectant, Tilex Mildew Remover, or Clorox Cleanup. Please note only a few of the common household cleaners will actually kill mold. Tilex and Clorox contain bleach, which can discolor or stain. Be sure to follow the instructions on the container. Do not use or apply household biocides to (1) visible mold on porous surfaces, such as sheet rock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Resident is liable to Owner for all damage caused by the misapplication or misuse of any cleaner, solvent, or other similar product. Accordingly, Resident shall notify Owner in writing of situations (1) and (2) above, or if Resident is uncertain how to treat minor mold.



JN Initial SN

6. **Duty to Report Mold Related Issues.** Resident shall immediately report to Owner in writing, except in cases of emergency which may be reported verbally: (1) any evidence of a water leak or excessive moisture in the Apartment, storage room, garage, other area leased to Resident, or any common area of the Community; (2) any evidence of mold or mildew-like growth that cannot be removed by simply applying an appropriate common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation, or air conditioning system in the Apartment; and (4) any inoperable doors and windows, including broken or cracked windows and doors, or windows and doors that have gaps or otherwise do not seal properly. Upon notification from Resident, Owner shall, within a reasonable time frame, make necessary repairs to the Apartment in accordance with the law and the Lease, provided such damage was not caused by the misuse or neglect of Resident, or any occupants or guests of Resident. Because mold tests are inherently unreliable, Owner shall not be required under any circumstances to perform any mold-related test, or take any action based on any test performed on Resident's behalf.
7. **Default, Breach & Remedies**. If Resident is in default of this Addendum and fails to cure as provided by the Lease or the law, Owner shall be entitled to recover possession of the Apartment without terminating Resident's liability on the Lease, and may exercise any and all other rights and remedies contained in the Lease and under the Law. Alternatively, and specifically, under applicable factual circumstances, Owner may also terminate the Lease in accordance with Section 23 of the Lease. If Owner breaches this Mold Prevention Addendum, Resident's sole and exclusive remedy shall be to immediately vacate the Apartment and Resident's obligations to continue to pay rent shall terminate on the date Resident delivers possession of the apartment to Owner.
8. **Limitation of Liability**. Owner shall not under any circumstances be liable to Resident for damage to Resident's personal property, or damages based on claims of adverse health due to mold. Resident indemnifies and shall hold Owner harmless from any and all claims or causes of action, arising (in whole or in part) from Resident's breach of the obligations contained in this Addendum.

**THIS ADDENDIUM CONSTITUTES A LEGALLY BINDING CONTRACT ENFORCEABLE BY LAW. EXECUTION BY THE PARTIES ACKNOWLEDGES FULL ACCEPTANCE OF ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.**

IN WITNESS WHEREOF, Owner and Resident have executed this Addendum as of the date set forth below.

Danielle Montoya JR96CQ E-signed by: Danielle Montoya 2021-06-28 20:25:04 UTC - 98.245.180.18 6/28/2021

Community Manager Date

Jason Niederauer YX93Y E-signed by: Jason Niederauer 2021-06-25 05:19:37 UTC - 71.218.191.13 6/24/2021

Resident – Jason Niederauer Date

Scott Niederauer XR64HN E-signed by: Scott Niederauer 2021-06-26 20:50:56 UTC - 71.218.191.13 6/26/2021



JN Initial SN

# CARBON MONOXIDE & SMOKE ALARM ADDENDUM

This Addendum is entered into on the date below between the parties signed below. It is intended to be part of the Residential Rental Agreement between the parties for leasing a residential rental unit.

**1.** Carbon Monoxide & Smoke Alarm. Resident acknowledges that installed in the Premises is/are one or more operational smoke alarm(s). The Premises may have one or more carbon monoxide alarm(s). Resident shall immediately notify Owner if any alarm sounds an alert or otherwise goes off. Failure to notify Owner shall be grounds for eviction. Nothing in this addendum shall be deemed to obligate Owner to install any alarm, nor represent that such alarms exist. Resident acknowledges that it has inspected the premises and is aware of the existing alarms and verifies that they are all operational. Resident may provide its own alarms in addition to those in the premises.

**2.** Maintenance. Resident shall keep all carbon monoxide and smoke alarms in good repair. Resident agrees to periodically test the alarms to ensure the alarms are operable. Resident shall not remove the batteries from the alarms or render then inoperable except to replace the batteries in the alarm. It shall be the responsibility of Resident to replace batteries in the alarms at Resident's expense.

**3.** Repair. Resident shall notify the Landlord in writing if any carbon monoxide or smoke alarm is stolen, removed, found missing, or found not operational during the Resident's occupancy of the Premises. Resident shall notify the Landlord in writing of any deficiency in any carbon monoxide or smoke alarm that the Resident cannot correct. Upon said written notification from the Resident, Landlord shall replace any carbon monoxide or smoke alarm that was stolen, removed, found missing, or found not operational during the Resident's occupancy or fix any deficiency in a carbon monoxide or smoke alarm. Resident shall have no cause of action in the event of an inoperable carbon monoxide or smoke alarm if Resident failed to give the Landlord notice of such.

**4.** Hold Harmless. Resident agrees that if the Landlord installs the carbon monoxide and/or smoke alarms in accordance with the manufacturer's published instructions, that Resident shall release Landlord from any claim for relief for any damages resulting from the operation, maintenance, or effectiveness of the alarms. Resident agrees on behalf of itself, its ancestors, dependents, children, heirs, executors, agents, administrators and assigns to release Landlord from any liability concerning the carbon monoxide or smoke alarms except for gross negligence. By this agreement, Resident on behalf of itself, its ancestors, dependents, children, heirs, executors, agents, administrators and assigns agrees to hold harmless Owner, its agents, management, assigns, and successors from any and all liability due to the failure for any reason of the carbon monoxide or smoke alarms. Resident on behalf of itself, its descendants, ancestors, dependents, children, heirs, executors, agents, administrators and assigns, further agrees to indemnify Owner, its agents, management, assigns, and successors from any liability, costs, or damages resulting from anything to do with the carbon monoxide or smoke alarms. Resident assumes full and complete responsibility for all risks and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the carbon monoxide and smoke alarms regardless as to whether such malfunction or failure is attributable to, connected with or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said alarm. Landlord or Landlord's employees have not made and expressly disclaims any representations or warranties, express or implied, with respect to the said alarms, including Merchantability and Fitness for a Particular Performance. Landlord shall not be liable for damages or losses to person or property caused by (1) Resident's failure to regularly test the alarms; (2) Resident's failure to notify Landlord by writing of any problem, defect, malfunction, or failure of the alarms; (3) Resident's failure to notify Landlord by writing of theft of the alarms or its serviceable battery; (4) Resident's failure to replace batteries or to otherwise maintain the alarms in working order; and/or (5) false alarms produced by the alarms.

Jason Niederauer WT47PP E-signed by: Jason Niederauer 2021-06-25 05:19:58 UTC - 71.218.191.13 6/24/2021
Resident Date

Scott Niederauer QS66AT E-signed by: Scott Niederauer 2021-06-26 20:51:20 UTC - 71.218.191.13 6/26/2021
Resident Date

Resident Date

Resident Date

Danielle Montoya WR83HA E-signed by: Danielle Montoya 2021-06-28 20:25:04 UTC - 98.245.180.18 6/28/2021
Community Manager Date

SN JM



_____Initial

# UTILITY AND SERVICES ADDENDUM

This is an Addendum to the Rental Agreement dated 07/11/2021 (the "Lease"), by and between Apartment Management Company, solely as Agent for Owner (hereinafter "Agent") for the Owner of the Apartment Community known as Pathfinder Northglen Holdings, LLC dba Echo Ridge at North Hills and Jason Niederauer, Scott Niederauer (collectively hereinafter "Resident"), for the premises known as 11450 Melody Drive #C-304, apt. C-304, Northglenn, CO 80234 County of Adams, State of Colorado ("Premises"). To the extent that the terms of this Utility and Services Addendum conflict with those of the Lease, this Utility Addendum shall control.

1. Resident shall be responsible for the payment of utility and service bills, including charges for usage, deposits, and any charges, taxes, fees, administrative fees or costs associated with the utilities and services and related billing costs or billing, and the method of billing, metering, or otherwise allocating the cost and charges to Resident for utilities and services, is indicated below.

a) Water service to Resident's apartment and costs will be paid by Resident either:
- ☐ Directly to the water service provider(s); or
- ☒ The water service provider will bill Agent, and the Agent will allocate and bill Resident based on formula: 1

b) Sewer service to Resident's apartment and costs will be paid by Resident either:
- ☐ Directly to the sewer service provider(s); or
- ☒ The sewer service provider will bill Agent, and the Agent will allocate and bill Resident based on formula: 1

c) Trash service to Resident's apartment and costs will be paid by Resident either:
- ☐ Directly to the trash service provider(s); or
- ☒ The trash service provider will bill Agent, and the Agent will allocate and bill Resident based on formula: 3

d) Real Estate Tax service to Resident's apartment and costs will be paid by Resident either:
- ☐ Directly to the Real Estate Tax service provider(s); or
- ☒ The real estate tax service will be allocated and billed to Resident based on formula: 3 **$8.00**

**FORMULAS / ALLOCATION METHOD KEY**

"1" – Per Occupant. Each Occupant is equal to 1 full occupant. 1 occupant = 1; 2 occupants = 2, 3 occupants =3. The total number of occupants in Resident's unit is divided by the total number of occupants currently residing at the community, the result is multiplied by the total bill. This result is the utility or service cost per unit. This formula does pro-rate based on move-in date.

"2" – Additional Occupants are 70% of an Occupant. The first occupant is equal to 1, and each additional occupant per unit is counted as 70% of an occupant. 1 occupant = 1, 2 occupants = 1.7, 3 occupants = 2.4, etc. Total costs for utilities and services is computed in accordance with Formula 1 above, except the total number of occupants per unit is computed in accordance with this paragraph. This formula does pro-rate based on move-in date.

"3" – Per Unit. Each unit is billed equally regardless of the number of occupants or square feet, this item does pro-rate based on move-in date. The total bill for the utility or service is divided by the total number of occupied units at the community, and the result is the utility or service cost per unit.

"4" - Flat Rate. Each unit is billed an equal flat rate per month regardless of number of occupants or square feet, this item does not pro-rate based on move-in date.

"5" – Per Foot based on total occupied square feet. The total utility or service bill is divided by the total number of occupied square feet, and the result is multiplied by the square feet of each individual unit. This result is the utility or service cost per unit. This item does pro-rate based on move-in date.

"6" – 50% Per Occupant/50% Per Foot. The total bill for a utility or service is divided by two to get one half the total utility or service cost. One half the total cost is divided by the number of occupants at the community, the result is the per occupant cost. The per occupant cost is then multiplied by the number of occupants in Resident's unit, and the result is the 50% per occupant cost. One half the total cost is then divided by the total rentable square feet at the community, the result is then multiplied by the square feet of each individual unit, the result is the 50% square foot cost per unit. The sum of the "50% per occupant cost" and the "50% square foot cost per unit" is the total utility or service cost per unit. This formula does pro-rate based on move-in date. For example, a $5,000 total utility or service bill for a community with 450 occupants, and 250,000 square feet would result in the following bills for a 1,000 square foot unit based on the following occupancy: 1 occupant would pay $15.56, 2 occupants would pay $21.11, and 3 occupants would pay $26.67.

"7" – Meter Reading. Each unit is billed for the difference between the previous meter reading and the current meter reading for each units metered item.

"8" – Per Occupant 60/30. A similar billing to Per Occupant but it takes a ratio of the occupants into account. The first occupant in any unit equals 1 occupant; the 2nd occupant in any unit counts as 0.60 of an occupant; any unit with a 3rd occupant or more, each occupant will count as 0.30 of an occupant. This item does pro-rate based on move-in date.

2. If an allocation method or flat fee is used Agent, Owner, or their billing company will calculate Resident's allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method or flat fee, Resident may be paying for

part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident, Agent, and Owner agree that using a calculation, allocation formula or flat fee as a basis for estimating total utility and service consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility or service consumption for Resident. Where lawful, Agent may change the above methods of determining Resident's allocated share of utilities and services and all other billing methods, in Agent's sole discretion, and after providing written notice to Resident. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

3. When billed by Agent or Owner directly or through Agent's or Owner's billing company, Resident's payment of utility and/or services bills must be received by the due date issued on the bill, which will be the 1st of each month, or the payment will be late. The late payment of a bill or failure to pay any utility and/or services bill is a material breach of the Lease and Agent will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there is a billing fee for the production of any utility or services bill or a set-up charge or initiation fee by Agent, Owner or their billing company, Resident shall pay such billing fee in an amount not to exceed $6.50 per billing period and such set-up charge/initiation fee in an amount not to exceed $25.00.

4. Resident will be charged for the full period of time that Resident is living in, occupying, or responsible for payment of rent and utility or service charges on the apartment. If Resident breaches the Lease, Resident will be responsible for utility and service charges for the time period Resident was obligated to pay the charges under the Lease, subject to Agent and Owner's mitigation of damages. In the event Resident fails to timely establish utilities and services, Agent may charge Resident for any utilities and services billed to Agent or Owner with respect to Resident's apartment and may charge a reasonable billing fee for billing Resident for such utilities and services.

5. When Resident moves out, Resident will receive a final bill, which may be estimated by Agent based on Resident's prior utility and services usage. This bill must be paid at the time Resident moves out or it will be deducted from Resident's security deposit, as permitted by state law. Unless prohibited by law, bills may also be estimated on a temporary basis when necessary due to equipment malfunctions or other problems.

6. Agent and Owner are not liable for any losses or damages Resident incurs as a result of outages, interruptions, or fluctuations in utilities or any other services provided to the apartment unless such loss or damage was the direct result of an intentional or negligent act or omission by Agent, or Agent's employees. Resident releases Agent and Owner from any and all such claims and waives any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.

7. Resident agrees not to tamper with, adjust, or disconnect any utility or services sub-metering system or device. Violation of this provision is a material breach of Resident's Lease and may subject Resident to eviction or other remedies available to Agent under Resident's Lease and this Addendum.

8. Agent and Owner have the sole authority to select and approve all utility and services providers who may provide services to Resident(s) at the apartment community, to the extent not prohibited by law.

9. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by Agent or Owner, they will be allocated first to non-rent charges and to rent last.

10. This Addendum shall be enforced to the fullest extent lawful. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. Any determination by a court of competent jurisdiction that a provision of this Addendum is legally invalid or unenforceable shall not diminish the validity or enforceability of the remaining provisions.

11. Special Provisions. The terms of this section supercede any other conflicting terms of this Addendum.

_____
_____
_____
_____
_____
_____

**RESIDENT OR RESIDENTS: (All Residents Must Sign)**

| | | | |
|---|---|---|---|
| Jason Niederauer FP92DU E-signed by: Jason Niederauer 2021-06-25 05:24:13 UTC - 71.218.191.13 | 6/24/2021 | Scott Niederauer BR58BX E-signed by: Scott Niederauer 2021-06-26 20:51:38 UTC - 71.218.191.13 | 6/26/2021 |
| Resident | Date | Resident | Date |
| Resident | Date | Resident | Date |
| Resident | Date | Resident | Date |
| Co-signer | Date | Co-signer | Date |
| Danielle Montoya BN88SV E-signed by: Danielle Montoya 2021-06-28 20:25:04 UTC - 98.245.180.18 | 6/28/2021 | | |
| Landlord/Owner or Owner's Representative | Date | | |

# COMMON AREA MAINTENANCE ADDENDUM

This Addendum is made part of the Residential Lease Agreement (the "Lease") by and between the Owner and Resident: To the extent the terms of this Addendum conflict with the Lease, the terms of this Addendum shall control.

In addition to Monthly Rent, Resident shall pay to Owner, at the times and in the manner as provided in the Lease, additional rent, for the common area maintenance costs ("CAM Fee") incurred by Owner.

"CAM Fee" shall mean all costs and expenses of any kind or nature which are necessary, and are incurred by Owner, for the operation and maintenance of the common areas of the Apartment Community and arising out of the Owner's obligation to maintain and repair under the Lease or arising under any Governing Documents, or which are reasonably determined by Owner to be appropriate for the best interests of the Apartment Community, including, without limitation: all costs and expenses of operating, maintaining, repairing, replacing, lighting, and cleaning; costs of courtesy patrol; costs of keeping the Apartment Community in compliance with applicable law; costs for landscaping, drainage, and lighting facilities for the common areas; costs and expenses of planting, replanting, replacing flowers and shrubbery and planters; costs for sprinkler maintenance; costs for pest control and trash removal, and all costs of professional management of the Apartment Community.

Resident's share of the CAM Fee shall be determined by the Owner and may, from time-to-time, be modified without notice. Contributions to the CAM Fee from all Residents in the Apartment Community shall not exceed the one hundred percent (100%) of the actual CAM Fee.

Resident shall pay CAM Fee as additional rent, in advance, on the first day of each month without deduction or set-off and without notice or demand.

All amounts payable by Resident to Owner under this Addendum shall be considered a "lawful charge", shall be deemed to be Rent and shall be payable and recoverable as Rent. Owner shall have all rights against Resident for default in any such payment as is in the case of arrears of Rent.

Resident hereby agrees that the percentage above is fair and equitable. Resident's failure to timely pay Resident's share of CAM Fee shall be a material breach of the Lease entitling Owner to all remedies in the Lease of by law including, but limited to, termination of possession of the Premises.

**IF THE APARTMENT COMMUNITY IS LOCATED IN THE CITY OF AURORA:**

**This section only applies if the Apartment Community is located in the City of Aurora. The above portion of this Addendum shall remain in full force and effect. However, Resident shall not be responsible for paying Owner any share of the CAM Fee related solely to water and/or wastewater billed to the Apartment Community for use in the common area during the term of the Lease. The provision does not relieve the Resident of any obligation, pursuant to the Lease or any utility addendum, to pay Owner for water service to Resident's Premises/Apartment.**

**I have read, understand and agree to comply with all covenants of this Addendum.**

Jason Niederauer BV64AU E-signed by: Jason Niederauer 2021-06-25 05:25:13 UTC - 71.218.191.13 6/24/2021

Resident Date

Scott Niederauer XX52GG E-signed by: Scott Niederauer 2021-06-26 20:51:49 UTC - 71.218.191.13 6/26/2021

Resident Date

_____

Resident Date

Danielle Montoya FB31DP E-signed by: Danielle Montoya 2021-06-28 20:25:04 UTC - 98.245.180.18 6/28/2021

APARTMENT MANAGEMENT CONSULTANTS (Owner's Representative) Date

Revised 05/2016

EQUAL HOUSING OPPORTUNITY



Initial(s) JM

SN

# PET ADDENDUM

This is an Addendum to the Lease dated 07/11/2021 (the "Lease"), by and between Apartment Management Consultants, LLC ("Owner") of the Apartment Community known as Pathfinder Northglen Holdings, LLC dba Echo Ridge at North Hills, and Jason Niederauer, Scott Niederauer (collectively hereinafter "Resident"), for the premises known as 11450 Melody Drive #C-304, apt. C-304, Northglenn, CO 80234, County of Adams, State Colorado ("Premises").

[X] Resident has no pets at move-in.

[ ] Resident has the following Pet(s), which is/are described as:

| Name | Type | Breed | Weight | Age | Color | Sex |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |

With respect to the Pet(s), Resident agrees:

1. Resident agrees to pay an additional $ 0.00 per month, beginning on the _____ day of _____, _____ and each and every month thereafter that Resident is obligated to pay Total Monthly Rent in accordance with the terms of the Lease.
2. Prior to having any Pet on the Premises or at the community, Resident agrees to pay a $_____ Pet deposit and a $_____ non-refundable Pet fee in consideration of Owner allowing the Pet. The Pet deposit is refundable after termination of occupancy, less the cost of cleaning or repairs because of the Pet, or for any other reason. Neither the Pet fee nor the deposit shall limit the Resident's liability in the event repair or cleaning is required which exceeds the Pet deposit. Resident agrees to pay all damages and costs in excess of the Pet deposit.
3. The Pet has been properly licensed and inoculated for rabies and other usual inoculations for the type of animal. The Pet has been neutered or spayed.
4. Permission to keep a Pet is restricted to the particular Pet described above and does not extend to any other animal. Resident agrees that Resident must obtain Owner's approval for any additional or different Pet(s) not specifically listed in this Addendum, pay Owner any applicable fee, charges, deposit, or Pet rent associated with any additional or different Pet(s). Resident agrees that Owner may terminate Resident's occupancy rights in the Premises upon three (3) days' notice to quit if Resident harbors any Pet, including any visiting Pet, for any duration that is either not expressly approved in writing by Owner or that is not covered by a written Pet Addendum.
5. Pets must be kept in the Premises, on a leash, or carried at all times. Pets will not be allowed to run loose on the grounds or other common areas. Pets must be properly cared for and reasonably supervised at all times. Pets cannot be tethered outside including, but not limited to, on any patio or balcony, regardless of whether Resident is at home.
6. Resident's Pet shall not disturb or pose threat or danger to any other persons and will not damage any portion of the Community or Premises. If in the sole and absolute judgment of the Owner, the Pet is undesirable, disturbs, or poses a threat to any of the other animals or residents of the Community, the Resident agrees upon ten (10) days written notice, to permanently remove said Pet from the Premises. If after receiving notice pursuant to this paragraph, Resident fails to remove any Pet, Owner may terminate Resident's occupancy rights upon three (3) days notice to quit. In any action brought by Owner to enforce this Pet Addendum, Resident shall bear the burden of proof regarding any Pet's status or removal. Resident is responsible for any actions of Resident's Pet. Resident further agrees that Resident will promptly pay for any damage done to any of the Community by said Pet, and further agrees to indemnify and hold Owner of the Property harmless from any claim, loss, expense, cost, or damage, including reasonable attorneys' fees by reason of the said Pet being in the Community.
7. Resident agrees to clean up after Pet immediately. Resident agrees to pay a $ 50 pet waste clean up charge for each incident that Owner cleans up due to Resident's failure to clean up waste of Resident's Pet. Resident shall dispose of solid cat litter by placing in a plastic trash bag and securely tying.

**RESIDENT OR RESIDENTS: (All Residents Must Sign)**

Jason Niederauer FU72RU E-signed by: Jason Niederauer 2021-06-25 05:25:30 UTC - 71.218.191.13 Date 6/24/2021
Resident

_____ Date _____
Resident

Scott Niederauer EC41HJ E-signed by: Scott Niederauer 2021-06-26 20:52:09 UTC - 71.218.191.13 Date 6/26/2021
Resident

_____ Date _____
Resident

Danielle Montoya IS94XY E-signed by: Danielle Montoya 2021-06-28 20:25:04 UTC - 98.245.180.18 Date 6/28/2021
APARTMENT MANAGEMENT CONSULTANTS (Owner's Representative)

Revised 05/2016

EQUAL HOUSING OPPORTUNITY

# CRIME FREE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner/Agent for Owner and Resident agree as follows:

1. Resident, any members of Resident's household, guest or other affiliated person as defined herein shall not engage in any act which is intended to facilitate any illegal or criminal activity. "Criminal Activity" is (1) as defined under Federal law, including but not limited to the Controlled Substances Act, 21 USC 802, or (2) as defined in Title 18 CRS, or (3) as defined under local laws, or (4) as defined as "Criminal Activity" in this Crime Free Addendum. Resident shall also not permit the premises to be used for Criminal Activity, which includes any conduct by any person that has the potential for becoming Criminal Activity, and shall not allow others who engage in any criminal activity to reside in or visit the Leased premises or surrounding Community. Furthermore, Resident understands that Owner has the right to prohibit criminal activity by Resident or another occupant or guest, whether it occurs at the property or at some other location, and agrees to comply with this Addendum, as a material condition of Resident's continued occupancy, as well as expressly agrees that Owner has the right to bar any person who commits or facilitates any Criminal Activity as defined herein or under applicable law. Resident further warrants that no occupant or guest in the premises is a lifetime registered sex offender and that all occupants/guests meet the criminal screening requirements of the Owner. Resident agrees that Owner may terminate the Lease on three (3) days' notice, if Owner determines that a registered sex offender occupies or visits the property at any time, or determines that Resident or other occupant/guest does not meet the criminal screening policies of the Owner, a copy of which has been provided to Resident. Resident agrees that Owner shall have the right, but not the obligation, to test for methamphetamine or any other illegal substance in and around the premises, as Owner deems necessary, in Owner's sole discretion and Resident shall cooperate with such testing.

2. "CRIMINAL ACTIVITY" DEFINED. Criminal Activity specifically includes, but is not limited to, any unlawful possession, use, manufacture, sale, distribution, keeping, giving or growth of any "Controlled Substance" as defined under federal, state or local law; possession of any drug paraphernalia, any sex crime, sexual offender crime, street gang activity, unlawful possession or discharge of firearms, stalking, any crime that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another, and/or any intimidation, threats or harassment of any person. Resident agrees that **NO CONTROLLED SUBSTANCE OF ANY KIND IS ALLOWED,** including but not limited to marijuana, marijuana concentrate, oils or derivatives, cocaine, methamphetamine, or any other illegal drug, regardless of amount (and regardless of whether or not manufacture, growth, sale, distribution, use or possession of said drug is considered criminal under state or local law) **if it violates Any applicable law**. Resident and Owner agree that any Criminal Activity as defined in this Addendum or at law includes any act which endangers the person and willfully and substantially endangers the property of Owner, co-residents, and/or other Persons, and also includes any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the Owner, their agent, or the Resident, or guest or that which involves imminent or actual serious property damage. Any such Criminal Activity constitutes a Substantial Violation under this Addendum and/or at law. Criminal Activity is prohibited, whether or not such conduct occurs in Resident's unit. This Addendum shall be construed broadly, to include all types of Criminal Activity, including but not limited to violation of any provision of CRS Title 18. Resident shall both abstain from any criminal activity and proactively make efforts to prevent Criminal Activity by any other Persons. Resident shall immediately notify law enforcement when Resident first learns of any Criminal Activity or Substantial Violation as defined by this Addendum. Resident shall cooperate with law enforcement and the Owner with regard to same, and shall be responsible for the conduct or actions of Resident, as well as any affiliated Persons (which includes co-occupants, guests, invitees, licensees or any other persons present in the property as a result of Resident's tenancy) regardless of knowledge on Resident's part. Resident shall make all co-occupants, guests and/or any other affiliated persons aware of Resident's obligations, agreements, and duties under this Addendum. In defense of any eviction action (based on violation of this Addendum), Resident agrees not to claim he/she did not know any affiliated person was in violation of this Addendum.

3. VIOLATION OF THE ABOVE PROVISIONS SHALL BE CONSIDERED A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AGREEMENT AND SUFFICIENT CAUSE FOR IMMEDIATE TERMINATION OF TENANCY**.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation, as outlined above, shall be considered sufficient cause for immediate termination of the lease and notice of such termination shall be given in accordance with Article 40-107.5 of Title 13, C.R.S, which shall be a 3 day Notice to Quit. No other notice shall be required. Proof of violation/breach of this agreement resulting in a termination of the lease shall not require criminal charge or conviction, but shall require only a showing by a preponderance of the evidence. In case of a conflict between the provisions of this lease addendum

and any other provisions of the lease, the provisions of this addendum shall govern. Should any provision of this Lease Addendum be declared invalid by any Court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect regardless of such declaration. This Lease Addendum is incorporated into the lease, executed or renewed on the date set forth below.
**Passage of Amendment 64 in no way changes this property's position on this issue. This is private property and Landlord expressly bans illegal drugs which violate the Federal Controlled Substances Act, including marijuana.**

**RESIDENT OR RESIDENTS: (All Residents Must Sign)**

Jason Niederauer MF74YE E-signed by: Jason Niederauer 2021-06-25 05:25:58 UTC - 71.218.191.13 — 6/24/2021

Resident — Date

Scott Niederauer VI68GI E-signed by: Scott Niederauer 2021-06-26 20:52:45 UTC - 71.218.191.13 — 6/26/2021

Resident — Date

Resident — Date

Resident — Date

Danielle Montoya UN58ZD E-signed by: Danielle Montoya 2021-06-28 20:25:05 UTC - 98.245.180.18 — 6/28/2021

APARTMENT MANAGEMENT CONSULTANTS (OWNER'S REPRESENTATIVE) — DATE

Form-Crime Free Addendum SBWP Revised 03.08.2017

EQUAL HOUSING OPPORTUNITY



Initial(s): JN

SN

**GARAGE, CARPORT (PARKING SPACE), STORAGE UNIT ADDENDUM**

This is an Addendum to the Lease dated 07/11/2021 (the "Lease"), by and between Apartment Management Consultants, LLC ("Owner") of the Apartment Community known as Pathfinder Northglen Holdings, LLC dba Echo Ridge at North Hills, and Jason Niederauer, Scott Niederauer (collectively hereinafter "Resident"), for the premises known as 11450 Melody Drive #C-304, apt. C-304, Northglenn, CO 80234, County of Adams, State of Colorado ("Premises").

1. **Garage, carport (parking), or storage unit.** Resident leases and is entitled to exclusive possession of: (check as applicable)
   - [X] Garage attached or not attached to the dwelling, numbered as _____.
   - [ ] Garage is specifically designated for storage.
   - [ ] Carport (parking space) space number(s) _____.
   - [ ] Storage unit _____.

2. Rent. In addition to any other rent Resident has agreed to pay, Resident agrees to pay monthly rent for any garage, carport (parking space), or storage unit set forth below and in the Lease contract.

| | |
|---|---|
| Garage: | $ 0.00 |
| Carport / Parking Space: | $ |
| Storage Unit: | $ 0.00 |
| **Total Garage, Carport/ Parking, and Storage Rent:** | **$** |

3. All terms and conditions of the Lease apply to garages, carports, parking spaces, and storage units, including storage units, lockers, or spaces (collectively "Area", "Areas", or "covered Area(s)"), unless modified by this Addendum.

4. Unless a garage is specifically designated for storage in paragraph 1 above, a garage may be used for storage only to the extent that a motor vehicle can still be parked in the garage. Resident shall only store personal property in any Area in compliance with this Addendum and the Lease. Resident may not grow plants or have live plants, cook, barbecue, sleep, or live in covered Areas. Only Resident and authorized occupants may use covered Areas.

5. Resident shall use covered Areas for the general purpose for which they are intended. Resident may not store any prohibited items or property in covered Areas. Owner has sole and absolute discretion in determining what items or property are prohibited. Without limiting Owner's discretion to determine prohibited items, these items specifically include any item or property that poses an environmental hazard or a risk to the safety or health of other Residents, occupants or neighbors, or that violate any law. Fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard are prohibited. Owner may remove any dangerous or prohibited item, without prior notice, from any covered Area. Because of carbon monoxide risks, Resident may not run the motor of any vehicle inside a garage unless the garage door is open to allow fumes to escape.

6. Owner has not installed, and will not provide any safety related detectors in any covered Area (smoke, fire, or carbon monoxide detectors, etc.) unless required by law. Resident is responsible for shutting all locked doors or locking all locks used in or on covered Areas. Resident agrees to lock any door between a garage and the Premises, and all other doors and keyed deadbolt locks in covered Areas if Resident has a key.

7. Owner is not responsible for loss or damage to Resident's property in any covered Area. Resident agrees to maintain appropriate insurance coverage for any vehicle parked or stored, or for any other belongings in, on, or stored in any covered Area. Unless required by law, Owner is not responsible for pest control in covered Areas.

8. Owner may periodically open or enter covered Areas to ensure Resident's compliance with this Addendum. If Owner opens or enters covered Area, Owner will comply with the notice provisions set forth in the Lease.

9. Except when Resident's individual lock on a storage unit, locker, or space is allowed per Community policy, Resident shall not, without Owner's prior written consent, change, rekey, or add any lock to any garage or storage unit. Resident shall not make any change, alteration, or improvement to the interior or exterior of any covered Area including, but not limited to, the modification of the electrical system or other mechanical system serving any covered Area, or installing nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Resident is liable for and shall pay Owner for any damage to any covered Area.

10. If Resident vacates or surrenders possession of the Premises at any time for any reason without fully removing all property from any covered Area, Resident agrees that any property remaining in any covered Area shall be abandoned. Resident agrees that all Lease provisions covering or applicable to abandoned property apply to any Areas covered by this Addendum, and that Owner may remove and dispose of such property in accordance with any provision regarding abandoned property in the Lease. Owner shall be entitled to exercise all remedies in the Lease if Resident defaults on this Addendum, and all such remedies apply to all Areas covered by this Addendum.

**RESIDENT OR RESIDENTS: (All Residents Must Sign)**

Jason Niederauer AF96JA E-signed by: Jason Niederauer 2021-06-25 05:26:10 UTC - 71.218.191.13 Date 6/24/2021
Resident

Scott Niederauer DC15MQ E-signed by: Scott Niederauer 2021-06-26 20:53:19 UTC - 71.218.191.13 Date 6/26/2021
Resident

_____ Date _____
Resident

_____ Date _____
Resident

**APARTMENT MANAGEMENT CONSULTANTS (Owner's Representative)**

Danielle Montoya CE17RE E-signed by: Danielle Montoya 2021-06-28 20:25:05 UTC - 98.245.180.18 Date 6/28/2021
Agent for Owner

**NO-SMOKING ADDENDUM**

This is an Addendum to the Lease dated 07/11/2021 (the "Lease"), by and between Apartment Management Consultants, LLC (hereinafter "Owner") of the Apartment Community known as Pathfinder Northglen Holdings, LLC dba Echo Ridge at North Hills and Jason Niederauer, Scott Niederauer (collectively hereinafter "Resident") for the premises known as 11450 Melody Drive #C-304, apt. C-304, Northglenn, CO 80234, County of Adams ("Premises").

1. **Smoking Prohibited.** Resident understands that smoking on Community property is prohibited unless specifically designated. Resident shall not smoke anywhere at any time inside the Premises or any outside portion of the Premises (garages, patios and balconies), inside any Community building, or at any Community amenity or facility, or anywhere on Community property. Smoking means the use of any product or any form of any product, especially including but not limited to tobacco, that burns, is lighted, ignited, is in a state of combustion, or that generates smoke. This includes electronic devices that are smoked, such as e-cigarettes, electronic cigarettes, and vapor pens. In accordance with Resident's Lease, Resident is at all times responsible for the conduct of Resident's occupants, guests, invitees and all others who are present on or in any portion of the Community due to or because of Resident ("Other Persons"). Resident agrees to inform all Other Persons that the Community is non-smoking, that they are prohibited from smoking, and that a violation by any Other Persons of this Addendum is a violation by Resident.
2. **Smoking Outside.** If applicable, Resident shall only smoke outside in designated or otherwise approved areas as marked with posted signs, and in accordance with state law. Resident agrees that Owner may, without notice or cause, change any designated outside smoking area. Owner does not promise or guarantee, and has no obligation to provide a designated outside smoking area.
3. **Resident's Liability for Smoking Related Costs, Expenses, and Damage.** Resident is liable to Owner, and shall pay Owner for any costs, expenses, or damages caused by Resident's or Other Persons' smoking or violation of this Addendum. Resident agrees that such costs, expenses, or damages, include, but are not limited to, repair, repainting, replacement, cleaning, caused by smoking. Resident agrees that Resident is liable to and shall pay Owner for any lost rental income or other economic and financial damages caused by Resident's or Other Persons' smoking, including damages resulting from other residents vacating their apartments, the breach of other residents' quiet enjoyment, or adverse effects to other residents' health, safety, or welfare. Smoking related costs, expenses and damage are not considered normal wear and tear as defined by Colorado statute.
4. **Disclaimer of Smoke Free Environment.** Owner cannot and does not guarantee a smoke free environment. Resident may smell or otherwise experience smoke in the Premises or common areas during the term of the Lease. Resident agrees to cooperate and to otherwise assist Owner by reporting violations, and assist in the prosecution of violations, including testifying in court if necessary.
5. Resident shall not grow or manufacture any substance or material used for smoking, including, but not limited to tobacco and marijuana and hashish.
6. Resident shall not allow others in the complex to be disturbed or annoyed by smoking by Resident, Occupants guests, invitees or Other Persons.
7. To the extent of any conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall control.

**RESIDENT OR RESIDENTS: (All Residents Must Sign)**

Jason Niederauer GR17WV E-signed by: Jason Niederauer 2021-06-25 05:26:20 UTC - 71.218.191.13 Date 6/24/2021
Resident

_____ Date _____
Resident

Scott Niederauer BJ99G E-signed by: Scott Niederauer 2021-06-26 20:53:30 UTC - 71.218.191.13 Date 6/26/2021
Resident

_____ Date _____
Resident

**APARTMENT MANAGEMENT CONSULTANTS (Owner's Representative)**

Danielle Montoya QU52KN E-signed by: Danielle Montoya 2021-06-28 20:25:05 UTC - 98.245.180.18 Date 6/28/2021
Agent for Owner

# RESIDENT CONVERSATION LOG

| | |
|---|---|
| **Apartment Community:** Pathfinder Northglen Holdings, LLC dba Echo Ridge at North Hills | |
| **Resident(s) Name:** Jason Niederauer, Scott Niederauer | **Apt #** C-304 |
| **Electric Account #:** | **Phone #** |

| Date | Conversation that occurred with Resident | Agent |
|---|---|---|
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**Resident Information**
**Renewal Packet**

Please list the names and Birthdays of everyone residing in your Apartment:

| Names | Birthday (year not required) |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| Employers:_____ | _____ |
| Work Phone #: _____ | Work Phone #: _____ |
| Home Phone #: _____ | Cell Phone #: _____ |
| Email: _____ | _____ |
| Vehicles: | _____ |
| Make:_____ Model:_____ | Color:_____ |
| Make:_____ Model:_____ | Color:_____ |
| Emergency Contacts: | |
| Name: _____ | Home Phone #: _____ |
| Relationship: _____ | Work Phone #: _____ |
| Name: _____ | Home Phone #: _____ |
| Relationship: _____ | Work Phone #: _____ |

Convicted of a felony or misdemeanor crime against a person that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision or pre-trial diversion? Yes No
If yes, please explain:

_____

It is acknowledged and agreed that during the residency all persons occupying the premises will be legally residing within the United States.

| | |
|---|---|
| _____ | _____ |
| Resident Date | Resident Date |
| _____ | _____ |
| Resident Date | Resident Date |
| _____ | _____ |
| Resident Date | Resident Date |
| _____ | Apt # C-304 |
| Owner/Agent Date | |

Thank you for taking your time to help us update our records.

**Pathfinder Northglen Holdings, LLC dba Echo Ridge at North Hills**
**Staff**

# SATELLITE AND ANTENNA ADDENDUM

Under a Federal Communications Commission order, you as our resident have a limited right to install a satellite dish or receiving antenna on the leased premises. We as a multi-family housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you agree to follow.

1. **Number and size.** You may install only one satellite dish or receiving antenna on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. An antenna may receive but not transmit signals.
2. **Location.** Location of the satellite dish or antenna is limited to (1) inside your dwelling, or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use. Refer to FCC Restrictions attachment.
3. **Safety and non-interference.** Your installation: (1) must comply with reasonable safety standards; (2) may not interfere with our cable, telephone, or electrical systems or those of neighboring properties; (3) may not be connected to our tele-communications systems; and (4) may not be connected to our electrical systems except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as balcony or patio railing without protruding over the railing); or (3) any other methods approved by us. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does impair reception.
4. **Signal transmission from exterior dish or antenna to interior of dwelling.** Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, windowsills, etc. If your satellite dish or antenna is located outside your dwelling (on a balcony, patio, etc.) the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a 'flat' cable under a door jam or window sash in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables 'through a window pane' similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window, without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us.
5. **Workmanship.** In order to assure safety, the strength and type of materials used for installation must be FCC approved. Installation must be done by a qualified person or company.
6. **Maintenance.** You will bear the sole responsibility for maintaining your satellite dish, antenna, and all related equipment.
7. **Removal and damages.** You must remove the satellite dish or antenna and other related equipment when you move out of the dwelling. You must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment.
8. **Liability insurance and indemnity.** You must take full responsibility for the satellite dish or antenna and must provide us with evidence of liability insurance naming us as an additional insured to protect us against claims of personal injury and property damage to others relating to your satellite dish or antenna. The insurance coverage must be $**100,000** (**one hundred thousand**) which is an amount reasonably determined by us to accomplish that purpose. This coverage must be maintained throughout your residency. You agree to hold us harmless and indemnify us against any of the above claims by others.
9. **Security deposit increase.** A security deposit increase (in connection with having a satellite dish or antenna) is required. Your security deposit (in your lease contract) will be increased by an additional sum of $100 (one hundred) in order to help protect us against possible repair costs, damages, or failure to remove at time of move out. This security deposit does not imply a right to drill or otherwise alter the lease premises.

You may start installation of your satellite dish or antenna only after you have: (1) signed this addendum; (2) provided us with a copy of written proof of the liability insurance referred to in paragraph 8 of this addendum; (3) paid the additional security deposit referred to in paragraph 9 of this addendum, when you have met these requirements, we will issue our written authorization on the community's Satellite Dish Approval Form.

Apartment/Unit # C-304

Jason Niederauer QY37XY E-signed by: Jason Niederauer 2021-06-25 05:26:53 UTC - 71.218.191.13 6/24/2021

Resident Date

Scott Niederauer AW94JD E-signed by: Scott Niederauer 2021-06-26 20:54:09 UTC - 71.218.191.13 6/26/2021

Resident Date

Danielle Montoya XD89KM E-signed by: Danielle Montoya 2021-06-28 20:25:05 UTC - 98.245.180.18 6/28/2021

APARTMENT MANAGEMENT CONSULTANTS (Owner's Representative) Date

EQUAL HOUSING OPPORTUNITY



Initial(s): JN SN

**WASHER / DRYER ADDENDUM**
**(Owner Provided Equipment Included in Rent)**

This is an Addendum to the Lease dated 07/11/2021 (the "Lease"), by and between Apartment Management Consultants, LLC (hereinafter "Owner") of the Apartment Community known as Pathfinder Northglen Holdings, LLC dba Echo Ridge at North Hills, and Jason Niederauer, Scott Niederauer, (collectively hereinafter "Resident"), for the premises known as 11450 Melody Drive #C-304, apt. C-304, Northglenn, CO 80234, County of Adams, State of Colorado ("Premises").

1. Owner agrees to provide to Resident a washer and dryer the washer/dryer set will hereinafter collectively be referred to as the "equipment". Owner is the owner of the equipment, and Resident shall not remove the equipment from the Premises.
2. Resident agrees to allow Owner's agent's access to the Premises and the equipment for the purpose of delivery, repair, maintenance, replacement or removal of equipment. Resident agrees make any necessary preparations, including clearing a path to the laundry closet and securing all pets.
3. Once the equipment is installed and prior to Resident's first use, Owner's onsite agent must come into Resident's apartment to verify that there are no leaks. Resident is responsible for any damage caused by leaking washer, and will be billed by Owner for such damage. Owner is not liable for any damage caused by the washer and dryer. Resident agrees to waive any and all claims, liabilities and actions of whatever nature Resident may ever have against Owner and Owner's agents for the delivery, repair, maintenance or removal of equipment. Resident agrees to indemnify Owner and Owner's agents for any and all damages of whatever nature or kind arising from Resident's willful or negligent misuse of the equipment.
4. Resident agrees to use the equipment for normal household purposes, to use diligence in using the equipment, and to take proper care of the equipment. Resident is liable to Owner for all damages to the equipment beyond normal wear and tear including, but not limited to, scratches, dents, dings and costs for mechanical repairs. During occupancy, Resident must pay Owner all damages to the equipment upon demand. Owner will deduct damages to the equipment from Resident's security deposit upon move-out. If Resident removes the equipment from the Premises, Resident shall pay Owner **$800** or the actual cost of the equipment whichever is greater.

Resident shall remain liable for all amounts under this Addendum until Resident vacates, including holding over or month-to-month periods, and all provisions of this Addendum will remain in effect during such periods.

**RESIDENT OR RESIDENTS: (All Residents Must Sign)**

Jason Niederauer VM44IU E-signed by: Jason Niederauer 2021-06-25 05:27:04 UTC - 71.218.191.13 Date 6/24/2021
Resident

Scott Niederauer CY38YR E-signed by: Scott Niederauer 2021-06-26 20:54:35 UTC - 71.218.191.13 Date 6/26/2021
Resident

_____ Date _____
Resident

_____ Date _____
Resident

**APARTMENT MANAGEMENT CONSULTANTS (Owner's Representative)**

Danielle Montoya GF68ZJ E-signed by: Danielle Montoya 2021-06-28 20:25:05 UTC - 98.245.180.18 Date 6/28/2021
Agent for Owner

**ELECTRONIC SIGNATURE SUMMARY**

The foregoing document(s) were signed electronically through the TenantTech property management software system. Each signature action has been logged and is listed below for each signer. During signing, each signer agreed that the electronic digitized signature(s) they applied to the document(s) are correct representations of their signature and are as legally binding and valid as if they had signed the document(s) with ink on paper.

This is in accordance with the Uniform Electronic Transaction Act (UETA) and the Electronic Signatures in Global and National Commerce Act (E-SIGN) of 2000.

**June 24, 2021, 12:13:47 PM Pacific, 98.245.180.18:** PDF generated by Danielle Montoya.
**June 24, 2021, 12:14:35 PM Pacific, 98.245.180.18:** Signature link emailed to Jason Niederauer at janied@gmail.com.
**June 24, 2021, 12:14:36 PM Pacific, 98.245.180.18:** Signature link emailed to Scott Niederauer at scottnied88@gmail.com.
**June 24, 2021, 12:29:35 PM Pacific, 71.218.191.13:** Email link clicked by Scott Niederauer.
**June 24, 2021, 2:05:59 PM Pacific, 172.58.59.55:** Email link clicked by Jason Niederauer.
**June 24, 2021, 2:06:37 PM Pacific, 172.58.59.55:** DOB verification passed for Jason Niederauer.
**June 24, 2021, 2:08:58 PM Pacific, 172.58.59.55:** Signature selected for Jason Niederauer.
**June 24, 2021, 2:14:35 PM Pacific, 172.58.59.55:** Email link clicked by Jason Niederauer.
**June 24, 2021, 2:14:51 PM Pacific, 172.58.59.55:** DOB verification passed for Jason Niederauer.
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**June 24, 2021, 10:14:23 PM Pacific, 71.218.191.13:** Jason Niederauer initials applied to Colorado Residential Rental Lease Agreement.
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**June 26, 2021, 1:54:00 PM Pacific, 71.218.191.13:** Scott Niederauer viewed non-signable Resident Information.
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