

RENTAL AGREEMENT
Sunset Homes Property Management, LLC
P.O. Box 4787 • Greenwood Village, CO 80155-4787
(303) 525-5949

REP: _____

CODE: _____



Mailing Address

P.O. BOX 4787
GREENWOOD VILLAGE, CO 80155-4787

e-mail us at: leasing@sunsethomescolorado.com

Tenant Name _____	Address _____
Term Begins _____ at 12:00 noon	Unit #(s) _____ Rate _____ Per <u>Month</u>
Term Ends _____ at 12:00 noon	Refundable Security Deposit _____
Late Fee <u>5%</u> after the 3 rd , <u>10%</u> after the 7 th	Non-Refundable Cleaning Fee _____
Collections Fee <u>35%</u> of the delinquent balance	Returned Check Fee <u>\$35.00</u> # of Occupants _____

For the period from Tenant's "term begins" date, through the end of the month, Tenant will pay to Owner a prorated rent of _____

This rental agreement, (hereinafter called "Agreement"), is made and entered into this date as set forth above, by and between Sunset Homes Property Management, LLC, as agent for the property owner, (hereinafter called "Owner") and Tenant(s) identified above, (hereinafter called "Tenant"). For the consideration herein stated, the Owner agrees to let Tenant use and occupy the unit #(s) as listed above at the property known as Boston Commons, whose address is 6380 S. Boston Street, situated in the city of Englewood in the state of Colorado, hereinafter referred to as "unit". If more than one unit # is rented under this Agreement then the term "unit" shall apply to all unit #'s rented under this Agreement. Said unit is to be occupied and used for the purposes specified herein and subject to the conditions set forth, beginning on the Term Begins date listed above and ending on the Term Ends date listed above. "Unit", as used in this Agreement, will be that part of the property described above.

1. **MONTHLY RENT, DEPOSIT AND NUMBER OF OCCUPANTS:** The Tenant agrees to pay the Owner, for the use of the unit and improvement thereon, the yearly, monthly, weekly or daily sum listed above as the "Rate". All installments are payable in advance of the term on or before **the first day** of each month by 6:00p.m. and a like amount for each term thereafter, until the termination of this agreement. **Concurrently with the execution of this Rental Agreement, Tenant shall pay to Owner a deposit in an amount as set forth above.**

The payment of rents and other charges may be paid by cash, check, money order, certified bank check, Visa, MasterCard OR Pay Pal (leasing@sunsethomescolorado.com). **Payment of rents to our PO box located at P.O. Box 4787, Greenwood Village, CO 80155-4787.**

If any monthly installment is not paid by the third (3rd) day of the month due, or if any check in payment is dishonored, Tenant shall be deemed to be in default. If any monthly installment is not paid by the **third (3rd) day of the month due**, Tenant shall pay to Owner a late charge of five percent (5%) of the outstanding charges on the account associated with the facilities cost to collect on this account. If the same monthly installment is received after the **seventh (7th) day of the month**, the late fee associated with the facilities cost to collect on this account will increase to ten percent (10%). In addition, any monthly installment paid after the 3rd day of the month must be, at the Owners discretion, in the form of certified funds, i.e., cash, certified check, or money order(s).

Tenant acknowledges that late payment by Tenant to Owner of Rent and other charges provided for under this Rental Agreement will cause Owner to incur costs not contemplated by this Rental Agreement, the exact amount of such costs being extremely difficult or impractical to fix. Therefore, the Tenant agrees that any late charges, interest, collection fees and other fees and charges outlined in this Rental Agreement represent a fair and reasonable estimate of the costs that Owner will incur by reason of late payment by Tenant.

Tenant agrees to pay a **charge assessment in the amount listed above for any short checks**. If the account has more than two short checks, then checks will no longer be accepted. No post-dated checks accepted. Any payment received is applied first to previous charges; late fees or repair charges and then to rent.

Although partial payments will be accepted, Tenant agrees and understands that partial payments made to cure a default for nonpayment of rent will not satisfy the actual amount due. Partial payments do not waive or void the legal effect of prior notices given to Tenant. Tenant further agrees to pay a security deposit, as shown above, to secure the performance of the Tenant obligation hereunder. The Tenant may place a debit or credit card on file with the Owner for the payment of rents and other charges. Tenant agrees that their debit or credit card may be used by Owner in addition to or in lieu of a security deposit and that Owner may charge the Tenants card for all losses and damages caused by Tenant and his guests or invitees. Owner may, but shall not be obligated to, apply all or portions of said deposit on account of Tenant's obligation hereunder. Any balance remaining upon termination shall be refunded to Tenant, without interest and within thirty days after termination. However, it is agreed to between the parties that the Owner may set off any claims, including rent; it may have against the Tenant from his deposit.

The premises are to be used only as a private residence for Tenant(s) listed above and their minor children. Occupancy by guests for more than the number listed above is prohibited without Owners written consent and will be considered a breach of this Agreement.

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2. **OCCUPANTS:** It is expressly understood that this Agreement is between the Owner and each Tenant. Each Tenant is individually responsible for performance of this Agreement and is liable for full payment of the rent. It is expressly understood that if the Tenant fails to perform any of the promises or covenants to be performed, the Owner may enforce their rights. Tenant agrees to use said premises as living quarters for the residence of said Tenant, and for no other purpose whatsoever, and to pay the Owner the sum of \$50.00 (fifty dollars) daily for each guest who shall occupy the unit for a period of greater than three (3) days without prior written authorization from Owner.
3. **PAYMENT BY CHECK:** I authorize Sunset Homes Property Management, LLC to initiate either an electronic debit or to create and process a demand draft against my bank account whenever I send or present a check for payment of rents, goods or services. The amount of the debit and bank account information will be used directly from the check. I acknowledge that the origination of ACH transactions to my account must comply with the provisioning of United States law. This payment authorization is to remain in full force and effect until I, the named Tenant(s) listed above, notify Sunset Homes Property Management, LLC of its cancellation by sending written notice in such time and in such manner as to allow both Sunset Homes Property Management, LLC and the receiving institution a reasonable opportunity to act on it.
4. **UTILITIES:** Owner shall provide and pay for the following utilities: internet, gas, electric, water, sewer, trash and basic cable television. No phone service is provided or available. Tenant agrees to reasonably limit their use of such utilities in order to conserve energy and not impose an unnecessary financial burden on the Owner. Tenant agrees to be responsible for any and all excessive utility costs over and above the average range of utility costs paid by the Owner in a typical month. Tenant is strictly forbidden from ordering any pay-per-view cable services or the like and will be responsible for all charges incurred by Owner plus a \$100 handling charge as a result of the Tenant ordering such services.
5. **WRITTEN NOTICE:** Tenant agrees to give Owner written notice of their intent to vacate as outlined below:
- Tenant agrees to give Owner 7 days notice of their intent to vacate when the initial rental term is for a period of 30 days or greater.
 - Tenant agrees to give Owner 3 days notice of their intent to vacate when the initial rental term is for a period between 7 and 29 days.
 - Tenant agrees to give Owner 1 days notice of their intent to vacate when the initial rental term is for a period between 1 and 6 days

Notices of intent to vacate may be made via email (leasing@sunsethomescolorado.com) to Owner or in writing by delivering a signed notice to Owner and depositing in the drop box located in building #7 unit #1172. All other notices to Owner should be given as outlined below.

Notices to **TENANT** may be delivered personally to the Tenant, sent via email to the email address as listed on the Tenants rental application, placed in an obvious place at the demised unit or sent by regular or certified mail to the Tenant at the "present address" as listed on the Tenants rental application. Tenant may deliver to Owner an alternate address for mailing.

Notices to **OWNER** shall be delivered via certified mail addressed to:
Sunset Homes Property Management, LLC
P.O. Box 4787
Greenwood Village, CO 80155-4787

Or via email to
leasing@sunsethomescolorado.com

or other such place as the Owner may designate in writing. Tenant further agrees that when notice of intent to vacate has been properly given to Owner, Owner may during the last fifteen (15) days of Tenants occupancy show said premises to prospective lessees, buyers or other at all reasonable hours and with minimal notice (1 hour) given by telephone, voice mail or email. Tenant agrees to keep said premises in an especially clean and orderly condition. **Tenant agrees to be liable to Owner for specific performance if he fails to keep the demised premises in an especially clean and orderly condition or if he obstructs or interferes with showings of the demised premises during the last 15 (fifteen) days of Tenants occupancy.**

6. **ANIMALS:** No animals or pets or the like shall be brought on the premises without the prior written consent of the Owner. Tenant agrees to be liable to Owner for any and all damages caused by said animals or pets.
7. **ORDINANCES AND STATUTES:** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state, and federal authorities now in force, or which may hereinafter be in force, pertaining to the use of the unit. **Complaints against Tenant for disturbing the peace or disorderly house will not be tolerated and will subject Tenant to immediate eviction.** There shall be NO drug or drug related activities or reported gang membership by anyone residing at the unit. Such activity will not be tolerated and will subject Tenant to immediate eviction.
8. **ASSIGNMENTS AND SUBLETTING:** Tenant shall not assign this agreement or sublet the whole or any portion of the unit rented hereunder without the prior written consent of the Owner.
9. **MAINTENANCE, REPAIR OR ALTERATIONS:** By signing this lease, the Tenant acknowledges that the premises and unit are clean and in good order and repair, "as is" condition, and that Tenant has had adequate time and access to the premises and unit for the purposes of inspecting such to his satisfaction of condition. Tenant shall at his expense and at all times maintain the unit in a clean and sanitary manner, including all equipment, appliances, furniture, and furnishings therein. Tenant shall surrender the same at the termination hereof in as clean and as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damage to electrical fixtures and plumbing due to negligence. Tenant shall not paint, or otherwise redecorate or make alteration to the premises without the prior written consent of the Owner. Tenant is liable for all glass breakage except that caused by hail and wind. All changes, alterations and or additions become the property of the Owner.

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10. **ENTRY AND INSPECTION:** Tenant shall permit Owner or his agents and employees to enter the premises at any reasonable time for the purpose of inspecting the premises, for making necessary repairs, performing maintenance or for showing the same to prospective Tenants or purchasers. Entry to units may be made at any hour for emergencies or other urgent situations.
11. **INDEMNIFICATION:** Owner or his agents and employees shall not be liable for any damage or injury to Tenant, his invitees, guests or any other person, or his property, occurring on the premises or unit, or any part thereof, or in the common area thereof unless directly and maliciously caused by Owner, and Tenant agrees to indemnify and hold Owner harmless from any claims arising for damages no matter how caused except those by gross negligence or malicious intent by Owner.
12. **LEASE RENEWAL OR HOLDOVER:** The Tenant agrees that his occupancy of the said unit beyond the initial or any extended form of this Agreement (if further extension fails to occur) shall be deemed a renewal of this Agreement in the case of a 30 day or less initial rental term as agreed to on page 1. In the case of an initial rental term that is greater than 30 days the Tenant agrees that his occupancy of the said premises beyond the initial or any extended form of this lease (if further extension fails to occur) shall not be deemed as a renewal of this lease for the whole term or any part, but the same shall automatically be deemed to constitute a month to month tenancy. All other conditions of this Agreement shall remain in full force and effect during the hold-over term. Should Tenant vacate other than on the last day of the month or term, the rent will NOT be prorated to daily occupancy. If the unit is immediately re-rented and all other conditions and terms herein are performed by Tenant, a prorated refund MAY be made at the discretion of the Owner.
13. **POSSESSION:** If the Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, nor shall this Agreement be void or voided, but Tenant shall not be liable for any rent until possession is available. The Tenant may terminate this agreement if possession is not delivered within three (3) days of the commencement of the term set forth herein. Owner is not responsible for hotel, motel, or other costs incurred as a result of delay or non-delivery. If Tenant fails to take possession after the unit is made available for occupancy under this paragraph, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement .
14. **DEFAULT:** If the rent, or any part thereof, shall be in arrears, or if the Tenant defaults in the performance of any of the terms hereof, the Owner may at its election, (a) declare the term hereof ended and re-enter and resume possession of the premises, change the locks or keys or door codes to the premises, and remove all persons and property there from by force or otherwise, without being liable to prosecution or in the damages thereof, or (b) declare the entire unpaid rent immediately due and payable and bring suit therefore at once. If Tenant remains in possession of the premises after termination of this Agreement, he shall be deemed guilty of forcible entry and detainer of said premises under statute, thereby waiving all notice, and shall be subject to eviction and removal. No re-entry by Owner, his agents or his employees shall be deemed an acceptance or a surrender of this Agreement. Owner may, at its option, enter said premises and re-let the same on such terms and conditions as it may see fit, making such changes to said premises as Owner deems necessary or desirable for the purpose of such re-letting, and if a sufficient sum is not realized each month (after payment of all the expenses of charges and the expenses of the such re-letting), to equal the same rental rate agreed to be paid by Tenant by the terms of this Agreement, then Tenant agrees to pay such deficiency each month after Owner has once made request. Owner may bring suit for and collect rent, assessment, damages, and any other charges in the event of default as aforesaid, without prior notice and without entering into premises, such right to sue and such rights to forfeit and re-enter being cumulative and not exclusive.
- Tenant agrees to pay Owner for all costs, including reasonable attorney's fees, collection fees and interest on unpaid rents or other charges, at the rate of 18% (eighteen percent) per annum, in any court action brought by Owner to recover any rent, damages, or other charges due and unpaid under the terms hereof or for the breach of any of the terms and conditions to be performed by Tenant or to recover possession of the premises, whether or not such court actions shall proceed to judgment. Any such suit may be brought in any court of competent jurisdiction within the State of Colorado or such other place as Owner determines, and Tenant hereby waives the right to change the venue of such suit to any other court. **In addition, Tenant shall be responsible for any and all collection costs incurred by Owner for collection of amounts owed by Tenant. Tenant agrees and understands that if Owner needs to use the services of a collections agency, because of Tenants inability or refusal to pay amounts owed to Owner, to recover amounts owed to him by Tenant, then in that case, a collections fee of 35% (thirty five percent) will be added to the balance turned over to the collections agency so that when the collections agency is successful in collection for the Owner the actual amount the Owner receives will not be less than the amount placed with the collections agency after they have deducted their appropriate fee for such collection actions.**
15. **ABANDONMENT:** This agreement shall automatically terminate if Tenant abandons the unit. Tenant shall have abandoned the unit if Tenant has removed the his/her personal contents of the unit. Rent paid for the year, month, week or day in which Tenant moves out early shall not be refunded. Abandonment by Tenant shall not relieve him of his obligations under Agreement.
16. **REMOVAL OF PROPERTY:** Upon termination of this Agreement, Tenant shall remove all personal property from the unit and shall deliver possession of the unit to Owner. If Tenant fails to immediately and fully remove his personal property from the unit, Owner, at its option, may without further notice or demand, either directly or through legal process, reenter the unit and remove all personal property therefrom for disposal without being deemed guilty in any manner of trespassing, conversion, theft or other.
17. **TENANT'S PROPERTY:** As additional security for the faithful performance of all of his obligations under this lease, including the payment of rent, Tenant hereby grants Owner a security interest in the Tenant's property now or hereafter acquired in the unit, in the event of a default by Tenant, Owner may exercise all rights of a secured party under the Colorado Uniform Commercial Code. If this Agreement is terminated or if Tenant leaves the premises or is evicted therefrom leaving property therein, Owner may, in addition to all other rights, delve such property to any person or persons who represent written evidence satisfactory to Owner that such person is entitled to possession thereof, and Owner shall incur no liability of any nature whatsoever to Tenant, his heirs, personal representatives, or assigns, or to the owner of the property, by reason thereof. If proceedings shall at any time be commenced for recovery of possessions as aforesaid and compromise or settlement shall be effected either before or after judgment whereby Tenant shall be permitted to retain possession of said unit, then such proceedings shall not constitute a waiver of any condition or agreement contained herein or of any subsequent breach hereof.

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18. **STORAGE AND INSURANCE:** No rights of storage are given or intended by this agreement. Owner will not be liable for any loss to Tenant's property. Tenant understands and acknowledges this fact and agrees to make no claim for property losses or damages against Owner. **Tenant acknowledges that Tenant has been advised by Owner to obtain and maintain in full force and effect insurance, at Tenants own expense, sufficient to cover any such losses of property and liability claims. Tenant acknowledges that Tenant has been advised that failure to procure and maintain liability and theft/loss insurance will result in Tenant being responsible for any and all claims and losses.** All proceeds of insurance which are maintained by the Owner regarding the property or liability thereon shall be the sole property of the Owner and are in no way intended to benefit Tenant.
19. **ATTORNEYS' FEES:** In the event that any legal action is brought by Owner to enforce the terms hereof or relating to the demised premises, Owner shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.
20. **WAIVER:** No failure of Owner to enforce any terms hereof shall be deemed a waiver, nor shall any acceptance of partial payment of rent or any acceptance of any check, money order or similar instrument marked "paid in full" or similar endorsement be deemed a waiver of Owner's right to the full amount thereof.
21. **DESTRUCTION OF PREMISES:** In the event that the leased premises or unit are totally destroyed by fire or other unavoidable casualty, the Agreement shall cease and terminate as of the date of the destruction. If the leased premises or unit are partially destroyed by fire or other unavoidable casualty, so as to render the same unlivable or unfit for the use for which the unit was leased, and are repairable within a reasonable amount of time, then in that event and at the election of the Owner, this Agreement shall remain in full force and effect, but in fair portion of the rents which are attributed to the period the premises are uninhabitable shall be suspended and cease to be payable unless such destruction is caused by Tenant, weather intended or not.
22. **CONDEMNATION:** If the land or the building on which the leased premises or unit are located or any part of said land or building be condemned for public use, this lease shall, at the option of the Owner, terminate upon five day notice as hereinafter provided to the Tenant and rent shall be paid pro rata to such termination and the Tenant shall have no right or claim to any part of the awards.
23. **ENCUMBRANCES:** The Owner may encumber the premises by one or more deed(s) of trust securing such sum or sums and upon such terms and conditions as the Owner may desire, and any such deed(s) of trust so given as a lien on the land and building of which the premises are part, shall be superior to the rights of the Tenant herein, and this lease shall be subordinate to any such deed(s) of trust. Tenant agrees that within 3 days following written request from Owner, Tenant shall execute and deliver up to Owner any and all documents necessary to give effect to such subordination. The right of the Tenant, or any person claiming through or under the Tenant, to charge any mechanic or material man for labor or materials upon or against Owners interest in the demised premises is hereby DENIED. Tenant shall give the Owner written notice before contracting for or incurring any indebtedness which might create a lien right against the premises so that Owner can post notices on non-liability. Failure of Tenant to give such notice shall be considered an event of default and Tenant shall be liable to Owner for any and all damages sustained.
24. **TIME:** Time is of the essence of this agreement.
25. **"AS IS" CONDITION:** Tenant acknowledges that he/she has been given the opportunity to fully and completely inspect, examine, and review the unit, ground and facilities and the condition thereof. Tenant agrees that the unit shall be leased to the Tenant in an "as is" condition with all faults known and unknown and without warranty, expressed or implied. Tenant further waives and releases Owner from any and all claims he/she has or may have arising from condition of the property including but not limited to the presence of lead based paint, radon emissions, asbestos, or to the structural design of or material compromising the improvements of the property and the condition of the soil or vegetation on the property.
26. **RULES AND REGULATIONS - HOUSE RULES:** Tenant agrees to abide by any and all rules, and/or regulations, whether issued before or after the execution hereof, including but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas. Tenant agrees to abide by the following rules and regulations.
- The sewers and drains are to be kept in good working order. DO NOT flush anything down toilets, other than human waste and toilet paper. Kotex, tampons, disposable diapers, prophylactics, food, rubbish, rags, or other foreign matter will clog the drain. Tenant is responsible for the cost of having obstructions removed. ALL EXCEPT TREE ROOTS.
 - This unit is a NON-SMOKING UNIT.** Tenant agrees to not smoke or permit smoking to be done inside of the unit by anyone for any reason. Tenant agrees to be responsible for any and all damages caused by smoking in the unit. In no case will the charge assessed against the Tenant for removing the odor of smoke or repairing the damage caused by smoke be less than \$300. Damages may include, but are not limited to, the costs associated with professional carpet and upholstery cleaning, primer seal coating and re-painting, re-carpeting, replacement of furniture including bedding and general cleaning needing to be done in order to remove the presence of and smell of smoke. Attempts to mask the odor of smoke with candles, air fresheners and the like will not be accepted as appropriate remediation. **Tenant understands that violating this provision may result in a significant financial burden to the Tenant.**
 - Tenant shall leave stove, oven, refrigerator and other appliances and the unit in a clean and sanitary condition. The non-refundable cleaning fee paid by Tenant is to be used for general light cleaning after Tenant has vacated the unit. Excessive cleaning costs will be charged back to the Tenant.
 - No Vehicle repairs shall be effected or done on premises. NOT in driveways, parking areas, or otherwise. Disabled vehicles shall be towed or otherwise moved away from the premises immediately after becoming disabled. Failure to immediately move disabled vehicles will subject vehicle to towing and Tenant will be responsible for all towing and storage charges and Owner will have no liability to Tenant for any damages as a result of towing. No trucks, heavy equipment, or recreational vehicles shall be parked on or near the premises or unit. Further, Tenant agrees to pay all costs of removal of vehicle, storage on same and cleaning said areas. Tenant agrees to maintain all vehicles parked on the premises so that they do not leak oil or other fluids. Tenant will be responsible for all charges associated with the cleaning of driveways, garages, parking stalls etc. in the event oil or other fluids stain or discolor said areas. **Tenant understands that his failure to comply with this rule may result in significant costs to Tenant.**
 - Tenant shall be allowed to park 2 vehicles for the first occupant occupying the unit under this Agreement and 1 vehicle for each additional occupant occupying the unit under this Agreement. Tenant understands that there are no assigned or guaranteed parking spaces. Tenant parks

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Owner Initials _____

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- his vehicle(s) at his own risk. Owner will NOT be responsible for ANY damage caused to Tenants vehicle(s) for any reason including acts of God. Tenant should carry their own insurance to protect against such damages.
- f. Personal belongings of any kind must not be left outside of the unit, or on any part of the premises that is visible to neighbors from the outside of the unit.
- g. The Tenant will not permit any person or persons to sing, dance, or use any musical instrument between the hours of 9:00 PM and 9:00 AM, or do or permit to be done anything, including but not limited to, playing loud music or television, which can in any way molest or annoy any neighbors, or prevent any neighbor from having their nightly rest.
- h. It is understood and agreed that the Owner reserves the right, at any time, to change or rescind one or more of these rules and regulations or to make such other and further reasonable rules and regulations as may from time to time be necessary for the safety, care and cleanliness of the premises, for the quiet and peaceful enjoyment of all neighbors surrounding the premises and for the preservation of good order herein.
- i. **Any objectionable disturbance of any kind or nature taking place on or in the premises or unit, involving either Tenant or his guest, will, in all fairness to other Tenants and or neighbors, result in Owner taking immediate action to quiet the disturbance and, if necessary, to repossess.**
- j. Tenant understands and agrees that there is NO room service and that access to the clubhouse is prohibited.
- k. Upon move in, Tenant will be provided with complimentary consumables such as toilet paper, paper towels, soap, detergent and the like. These items are provided as a courtesy only and will not be replaced by Owner. Tenant is responsible for the costs associated with replacing all consumable items in their unit.
- l. Tenant understands and agrees that there is no mail service at the property or for their unit. If desired, a Post Office box can be obtained at the tenants sole expense at the nearest Post Office.
- m. Tenant agrees not to conduct any business out of the unit, and further agrees that the unit is not to be used for any type of work shop, for any type of repairs or for any sales, renovations, decoration, painting, or other contracting in the space. Unless given written permission by Owner, violation of these prohibitions shall be deemed a default and shall be grounds for immediate Termination of this Agreement and shall cancel Tenant's right of occupancy. Tenant agrees to hold Owner, other Tenants and third parties harmless and indemnify, save and defend such parties from any loss resulting from the violation of these provisions.
- n. Tenant shall not cause or permit any hazardous substance to be stored, used, generated, or disposed of on or in the premises or unit by Tenant, Tenant's agents, employees, or invitees. If hazardous substances are stored, used, generated or disposed of on or in the premises or unit or if the premises become contaminated in any manner for which the Tenant is legally liable, Tenant shall indemnify and hold harmless the Owner from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees, arising during or after the lease term and arising as a result of the contamination by Tenant. Without limitation of the foregoing, if Tenant causes or permits the presence of any hazardous substance on the premises and that results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the premises to the condition existing prior to the presence of such hazardous substance on the premises.
- o. Prior to vacating the unit, the Tenant agrees to:
- i. Collect all used and unfolded linens, pillowcases and towels and place in the bathtub.
 - ii. Collect all garbage, debris and food and place in outside dumpster located across from the building entry.
 - iii. Wash and dry all dishes and return to the cupboards in the appropriate places.
 - iv. Remove and dispose of all food and perishable items from the refrigerator and freezer.
 - v. Turn off the heat and or air conditioner.
 - vi. Email Sunset Homes Property Management, LLC to tell them that all items are complete.
27. **APPLICATION AND INFORMATION:** All information provided by the Tenant in the Rental Application are material representations and are incorporated herein by reference. TENANT REPRESENTS AND WARRANTS THAT THE INFORMATION TENANT HAS SUPPLIED IN THIS RENTAL AGREEMENT AND PRECEDING RENTAL APPLICATION IS TRUE, ACCURATE AND CORRECT AND TENANT UNDERSTANDS THAT OWNER IS RELYING ON TENANT'S REPRESENTATIONS. TENANT AGREES TO GIVE PROMPT WRITTEN NOTICE TO OWNER OF ANY CHANGE IN TENANTS ADDRESS (EITHER PHYSICAL OR MAILING). TENANT UNDERSTANDS HE MUST PERSONALLY DELIVER SUCH NOTICE TO OWNER OR MAIL THE NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED WITH POSTAGE PREPAID TO OWNER AT P.O. BOX 4787 • GREENWOOD VILLAGE, CO 80155-4787.
28. **HEIR'S AND SUCCESSOR'S.** This agreement shall be binding on and shall ensue to the benefit of the heirs, executors, administrators, successors and permitted assignees of the party hereto.
29. **MEGAN'S LAW:** If the presence of a registered sex offender is a matter of concern to Tenant, Tenant should contact local law enforcement officials regarding obtaining such information.
30. **RADON GAS DISCLOSURE:** As required by law, Owner makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health official.
31. **LEAD PAINT DISCLOSURE.** Any purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller or lessor of any interest in residential real estate is required to provide the buyer of lessee with any information on lead-based paint hazards from risk assessments or inspection in the seller or lessor's possession and notify the buyer or lessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase or lease.

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Owner Initials _____

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32. **SMOKE & CO2 DETECTORS:** Tenant warrants that he has inspected and tested all smoke & CO2 detectors in the premises and that said smoke & CO2 detectors are in good working condition. Tenant agrees to test all smoke & CO2 detectors weekly and replace any low or discharged battery(s) immediately. Tenant shall notify Owner of any battery replacement performed at which time Owner will reimburse Tenants reasonable costs, receipts needed, for said batteries. No labor charges will be paid. Tenant agrees to notify Owner immediately of any failure of any smoke or CO2 detector. Tenant agrees to hold Owner harmless for any failure, for any reason, of said smoke & CO2 detector(s) to properly operate.
33. **CHANGE OF TERMS:** All terms of this Agreement, including but without limitation, rental rate, condition of occupancy and other charges, are subject to change upon thirty (30) days prior written notice to Tenant. If changed, the Tenant may terminate this Agreement on the effective date of the change by giving Owner ten (10) days written notice to terminate after receiving notice of the change. If the Tenant does not give such notice, the change shall become effective and apply to his occupancy.
34. **BINDING EFFECT:** This Agreement is binding upon the Tenants heirs, successors, personal representatives and assigns. If this Rental Agreement is made in the name of a business or company, the Tenant(s) actually occupying the unit and signing this Rental Agreement agree to be personally liable and responsible for any and all charges owed under this agreement and for the full and faithful performance of the same. Further, any person signing this agreement as an agent for a business or company represents that they have full legal authority to bind the business or company under this agreement.
35. **TERMINOLOGY:** Feminine or neuter pronouns shall be substituted for those of the masculine form, and plural shall be substituted for the singular number in the places herein, in which the context may require such substitutions.
36. **ENFORCEABILITY:** In the event any part of this Agreement shall be held invalid or unenforceable the remaining part of this Agreement shall be in full force and effect as though any invalid or unenforceable part or parts were not written into this Agreement. No waiver by Owner of any provisions hereof shall be deemed a waiver of any other provision hereof or of any subsequent default or breach by Tenant of the same or any other provision.
37. **UNIT SIZE:** Any reference to unit size is approximate. Tenant accepts the unit "as is".
38. **ADDITIONAL TERMS AND CONDITIONS:**

None.

39. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement of the parties and no representation or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The agents and employees of Owner are not authorized to make warranties about the space, premises and facility referred to in this Agreement. Owners agents and employees ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, and shall not be relied upon by the Tenant nor shall any of said statements be considered a part of this Agreement. The entire Agreement and understanding of the parties hereto is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this Agreement. The parties hereto agree that the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, ARE EXCLUDED from this transaction and shall not apply to the rented unit, premises and facility referred to herein. It is further understood and agreed that Tenant has been given an opportunity to inspect, and has inspected this unit, premises and facility to his/her full satisfaction and that Tenant accepts such rented unit, premises, and facility AS IS.
40. **NOTICE TO TENANT:** DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE COVENANTS CONTAINED HEREIN. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. TENANT HEREBY ACKNOWLEDGES BY SIGNING THIS AGREEMENT THAT HE HAS READ, UNDERSTOOD AND ACCEPTS ALL THE TERMS AND CONDITIONS EXPRESSED IN THIS AGREEMENT.

Tenants Printed Name

Tenants Signature

Date

Tenants Printed Name

Tenants Signature

Date

Sunset Homes Property Management, LLC

Date

Tenant Initials _____
Tenant Initials _____
Owner Initials _____