

RESIDENTIAL LEASE AGREEMENT

MAVI UNLIMITED, LLC

777 S Wadsworth Blvd #1-205 Lakewood, Co 80226 303-665-8944 (ph) 303-948-8639 (Fax)

1. PARTIES

This lease is for the rental of residential property between Mavi Unlimited, LLC acting as "Landlord" or "Agent," acting on behalf of owner of the said premises described in 2 below and _____, hereinafter called "Tenant(s)".

2. LEASED PREMISES

Agent leases to Tenant and Tenant from Agent the "premises" described as _____, City of _____, County of _____,

3. TERM

The term of this lease shall be for a period of _____ months, commencing at 12:00 PM on _____ and terminating at 12:00 PM on _____. Tenant(s) shall notify Agent 60 days prior to end of contract if Tenant(s) plan to terminate contract at end of previously specified date or continue under the following terms. If Tenant(s) wishes to extend this lease beyond the term, and if the Agent is in agreement with the desired extension, Tenants(s) and Agent shall continue to be bound by the terms and conditions of this lease on a month-to-month basis at a monthly rent to be determined by both parties, payable in advance. A month to month arrangement may result in an increase in the rental price. **Either party may then terminate the month-to-month rental agreement by giving 60 days written notice.** This 60 day notice will terminate on the last day of the month.

4. RENT _____ init

The rent is payable in monthly installments of \$ _____, received on or before the first day of each month. All rent installments are payable in advance at the office of the Agent. The total rent price for the term of this lease is \$ _____.

5. LATE CHARGES _____ init

Tenant acknowledges that late payment of rent may cause Agent to incur costs and expenses, the exact amount of such costs being extremely difficult and impractical to fix. Such costs may include, but are not limited to, processing and accounting expenses, late charges that may be imposed on Agent by terms of any loan secured by the property, costs for additional attempts to collect rent, and preparation of notices. **If a 3 day late notice is posted on the premise, a \$25 posting fee will be assessed in addition to any other late fees. Therefore, if any installment of rent due from Tenant is not received within 5 calendar days after date due, Tenant shall pay to Agent an additional sum of \$50.00 as an initial late charge and \$10 per day late after that which shall be deemed additional rent.** The full payment that is received in an envelope that clearly displays an official federal postal service postmark on or before the date due will not be deemed as a late payment regardless of delays due to postal delivery. Late fees may be collected immediately by Agent, or at Agent's options, such fee may be withheld from Tenant's security deposit if written notice of such intended withholding is provided to Tenant within 60 days of the date that the late fee is incurred.

A charge of up to \$30.00 may be imposed for any tenant's check returned to Owner/Agent because of insufficient funds, whether the check is for rent, security deposit or other payment.

6. PAYMENT

The rent shall be paid by personal check or money order made **payable to Mavi Unlimited, LLC**. Payable in advance and sent to: **777 S Wadsworth Blvd #1-205 Lakewood, Co 80226**.

7. NOTICE

Unless otherwise specified in this lease, all notices provided shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage paid, or securely and conspicuously posted, as follows:

To Tenant: at the premises or at Tenant's last known address

To Agent: 777 Wadsworth Blvd #1-205 Lakewood, Co 80226

Notice to one Tenant shall be deemed to be notice to all Tenants.

Tenant's initials: _____ Agent's initials: _____ - 1 -

8. SECURITY DEPOSIT _____ init

Tenant has paid Agent the total security deposit \$ _____ (plus \$ _____ pet deposit due upon move-in with pet) to secure the performance of this rental agreement. These funds will be held by Mavi Unlimited in an escrow/savings account.

Tenant may not use the security deposit in place of rent.

Agent may use therefrom such amounts as are reasonably necessary to remedy Tenant’s default in the payment of rent, to repair damages caused by Tenant, or by a guest or a licensee of the Tenant, to clean the premises, if necessary, upon termination of tenancy, and to replace or return personal property or appurtenances exclusive of ordinary wear and tear. Colorado state law defines “normal wear and tear” as “that deterioration which occurs based upon the use for which the rental unit is intended, without negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the tenant or members of his household, or their invitees or guests.” It is the duty of Tenant to return the premises, including any outside areas, yards or driveways required to be maintained by Tenant under this lease, to their condition at the commencement of this lease, except for normal wear and tear.

Any portion of the security deposit not applied toward the payment of damages or costs will be refunded on or before sixty (60) days of the termination of tenancy. If actual cause exists for retaining any portion of the security deposit, Agent shall provide Tenant with a written statement listing the exact reasons for the retention. Agent is deemed to have complied with this paragraph by mailing said statement and any payment required to the last know address of Tenant.

9. EVICTION/HOLDING OVER _____ init

- A. Agent may evict Tenant from the premises or undertake other legal action to regain possession for non-payment of rent or substantial breach of the lease.
- B. Tenant shall continue to be liable for rent and be bound by the other provisions of this lease during the time Tenant remains in possession of the leased premises even though Agent has chosen to seek eviction because of Tenant’s breach of this lease.
- C. If the premises are abandoned or if Tenant is evicted, Tenant will remain liable for any loss of rent for the remainder of the lease term.
- D. If Tenant retains possession of the premises after expiration of the lease (including any possessions or belongings), without written permission from Agent, Tenant will be subject to immediate eviction and will pay the owner \$100 per day for any portion of any day that the Tenant or Tenant’s belongings remain.
- E. Except as provided in paragraph D, eviction procedures, including notice requirements, as set forth in Colorado Revised Statutes 1973, section 13-40-101 et cet (court-ordered evictions) shall be the sole remedy available to Agent to evict a tenant.

10. UTILITIES

Tenant shall be responsible for paying for the following utilities or services connected with the premises (check those that apply):

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> water | ___ <input type="checkbox"/> phone (if desired) |
| <input type="checkbox"/> sewer | ___ <input type="checkbox"/> trash/recycling pick up |
| <input type="checkbox"/> electricity | _H_ <input type="checkbox"/> Home Owner Association dues |
| <input type="checkbox"/> gas | ___ <input type="checkbox"/> other |

Within 3 business days after the beginning of the lease term, Tenant shall arrange for such utilities or services and for billing directly to resident unless otherwise agreed here: _____.

Tenant’s initials: _____ Agent’s initials: _____

11. OCCUPANTS

The premises are for the sole use as a residence by the following named persons only:

Tenant shall not allow guests to stay upon the premises more than ten (10) days per month without written consent of Agent. Additional Tenant’s may be approved only through written consent of Agent and after an Application and credit check fee has been submitted to Agent for all additional Tenants.

12. PETS

Agent acknowledges that Tenants have . Only pets approved by Agent and listed below are allowed. Temporary pets not approved by Agent are not allowed. Tenants must prevent pets from causing undue noise and annoying neighbors. Approved Pets (Name/Breed):

13. APPLIANCES

This property includes the following appliances:

- Refrigerator, Dishwasher, Electric Range, Gas Range, Microwave Oven, Washing Machine,
- Dryer, Stackable washer and dryer, Swamp Cooler, Automatic Garage door opener, # of remote operators: _____, other: _____.

14. PARKING AND VEHICLES

Tenant agrees to keep no more than 2 vehicles on the premises. These vehicles must be both operable and currently licensed. Tenant agrees to park vehicles in assigned spaces and to keep those spaces clean of oil drippings. Tenant agrees not to park boats, recreational trailers, utility trailers and the like on the premises without first obtaining Owner/Agent’s written permission. Tenant agrees not to repair vehicles on the premises if such repairs will take longer than one single day unless the vehicle is kept in an enclosed garage.

15. OUTSIDE MAINTENANCE

Resident shall be responsible for the routine care and maintenance of the yard and outside areas as follows (check those that apply):

- | | |
|--|---|
| <input type="checkbox"/> none/not applicable | <input type="checkbox"/> removing snow and ice from (circle those apply): |
| <input type="checkbox"/> mowing lawn | sidewalks/walkways/driveways/ parking areas |
| <input type="checkbox"/> watering lawn, shrubs and trees | <input type="checkbox"/> other <input type="checkbox"/> |
| <input type="checkbox"/> removing weeds | |

16. USE

Tenant shall not disturb, annoy, endanger or interfere with neighbors, nor make any excessive noise, nor use the premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon or about the premises.

17. RULES AND REGULATIONS

Tenant agrees to comply with all CC&R’s, Bylaws, reasonable rules or regulations, decisions of owner’s association, which are at any time posted on the premises or delivered to Tenant, or adopted by owner’s association, and to be liable for any fines or charges levied due to violation(s).

Tenant further agrees:

- A. To not smoke or permit invitees or guests to smoke on the premises.
- B. To not install any waterbeds on the premises without the advanced written consent of Agent.
- C. To not store or place any flammable or hazardous materials on the premises.

18. REPAIRS AND MAINTENANCE

Tenant shall properly use and operate all furniture, furnishings and appliances, electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits. Tenant agrees to properly maintain any pool/hot tub/spa on or in the property or have it maintained by a professional service at the tenant’s cost. Excluding ordinary

Tenant’s initials: _____ Agent’s initials: _____ - 3 -

wear and tear, Tenant shall notify Agent and pay for all repairs or replacements caused by Tenant(s) or Tenant's invitees' negligence or misuse. Tenant shall not make repairs without prior written consent of Agent. Excessive damage by Tenant, Tenant's household, or guests to the premises or unsanitary conditions deemed a health risk by Agent shall be grounds for Agent to evict Tenant.

As of the date of this agreement, Owner/Agent warrant that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were intended. The most common tenant caused problems are caused by grease in kitchen sink, long hair in bathroom sinks, showers and tubs and improper use of the toilets. Sewer drains will not accept things such as paper diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, paper towels, grease, table scraps, or rocks. Tenant agrees to pay the costs for clearing the drains of any and all stoppages unless caused by defective plumbing, tree roots or caused by a problem with the main sewer line, which is attested to by the plumber called in to clear the stoppage.

Tenant is responsible for keeping the lawn and landscaping in the condition in which it was received, unless it is deemed not applicable on page 3 #15 of this lease. If after a call from Agent indicated that upkeep needs to improve and nothing is done, Agent has permission to have professional lawn care begin at Tenant's expense.

Tenants agree to maintain adequate temperature in the dwelling at all times to prevent the pipes from freezing. Tenant is responsible for insuring hoses are disconnected from outside spigots in below freezing weather to prevent pipes from freezing and cracking. Tenant is also responsible for regulating sprinkler system (if applicable) to insure no freezing takes place. If Tenant has questions at any time regarding these matters, they will call Agent for assistance.

19. ALTERATIONS

Tenant shall not paint, wallpaper, add or change locks or make alterations to the property without Agent's prior written consent.

20. KEYS

Tenant acknowledges receipt of 2 key(s) to the premises, 0 mailbox key. Tenant agrees to return all issued and duplicate keys to Agent upon vacating of the premises. If keys are not returned, Tenant will be charged for \$25.00 per lock.

21. ENTRY/PRIVACY

Upon not less than 24 hours notice, Tenant shall make the premises available to Agent, authorized agent or representative, for the purpose of entering to (a) make necessary or agreed repairs, decorations, alterations or improvements or supply necessary or agreed services, or (b) show the premises to prospective or actual purchasers, mortgagees, tenants or contractors. Entry may be made without prior notice if Agent reasonably believes that an emergency exists or that the premises have been abandoned.

22. ASSIGNMENTS AND SUBLETTING

Tenant shall not let or sublet all or any part of the premises nor assign this agreement or any interest in it without the prior written consent of Agent. Agent must approve all subtenants. Tenant agrees to pay Agent the sum of \$200 as a processing fee for all subleases. Tenant is also responsible for any cleaning costs incurred during the transition between themselves and the subleased deemed necessary by Agent. Tenant shall not profit from any subleasing agreement.

23. 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 the following terms and conditions: (i) Resident must deliver to Agent at least sixty (60) days prior written Notice to Vacate; (ii) Resident must deliver to Agent a copy of the official permanent change-of-station orders to permanently depart the local area to a military base which is more than fifty (50) miles from either (1) the main gate of the military base to which Resident was assigned to as of the Effective Date or (2) in the case of a new active duty member, from the Community; (iii) all unpaid Rent, if any, must be paid through the effective day of such termination; (iv) Resident must repay any lease concession; and (v) Resident must make satisfactory arrangements with Agent to pay all costs incurred by Agent to

Tenant's initials: _____ Agent's initials: _____ - 4 -

repair the damages any damages. Upon completion of the above terms and conditions, Resident's obligations and responsibilities under the Lease shall then be deemed fulfilled. A transfer due to deployment (unless Resident no longer receives quarters allowance), separation, retirement or enlistment term expiration and/or a move to base housing does not constitute a permanent change of station order. After Resident has vacated the Premises, Resident is entitled to 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 paragraph 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.

24. POSSESSION

If Tenant abandons or vacates the premises, Agent may terminate this agreement and regain lawful possession.

25. ATTORNEYS FEES

In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

26. INSURANCE

Agent's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or insure against Tenant's personal liability, Tenant should obtain renter's insurance.

27. LIABILITY

Tenant may be liable for the injury to any person or damage to any property caused by the negligence or willful acts of Tenant. Agent may be liable for the injury to any person or damage to any property caused by the negligence or willful acts of Agent.

28. SEVERABILITY

The unenforceability of any provision or provisions of this lease shall not affect the enforceability of any other provision or provisions.

29. General Provisions: This agreement, together with any written agreements executed simultaneously herewith, contains the entire Agreement between the parties and shall not be changed, modified, or discharged in whole or in part except by an agreement in writing signed by Lessor and by Resident. **THERE ARE NO ORAL UNDERSTANDING**, terms or conditions, and neither party has relied upon any representations, express or implied, not contained in this Agreement or another written agreement, if any, executed simultaneously therewith. No assent on the part of the Lessor, expressed or implied, to any breach or any one or more of the covenants or agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach or any continuation of such breach.

30. JOINT AND SEVERAL LIABILITIES

If more than one person signs this lease on behalf of Tenant, then the liability of the persons so signing shall be joint and several.

31. MISCELLANEOUS

- A. If tenancy is longer than 3 months, and /or if there is a pet permitted on the property, Tenant shall have carpets professionally cleaned upon vacating. Receipt as proof of the cleaning shall be provided to Agent within 15 days of the termination of tenancy.
- B. Tenant shall notify Agent within 5 days if Tenant has a change of employment and shall provide name of new employer and work telephone number or if Tenant changes residential telephone number.
- C. If Tenant terminates lease agreement before the term, Tenant is held liable for rent due, in addition to costs associated with showing the premises to prospective tenants, including, but not limited to, time of Agent at \$50/showing, any applicable leasing commissions, and associated advertising costs.
- D. Note that Mavi Unlimited LLC manages properties as an Agent for the Owner and not for Tenant, unless entered into such by a written agreement. Mavi Unlimited LLC owes duties to the Owner that includes utmost good faith, loyalty and fidelity. Mavi Unlimited LLC will negotiate on behalf of and act for the Owner. Please do not tell any information that you do not want shared with the Owner. Tenant is not legally responsible for our actions. Although Mavi Unlimited LLC does not represent Tenant, we will

Tenant's initials: _____ Agent's initials: _____ - 5 -

disclose to Tenant all adverse material facts about the property actually known by us. Mavi Unlimited LLC will assist Tenant without regard to race, color, religion, sex, handicap, familial status, national origin or sexual preference.

- E. Tenant should make a copy of this lease for his/her own records. Mavi Unlimited will hold this copy in their office for their own use.
- F. Tenant may not harass, physically or verbally, any neighbors, vendors, the owner of the property, any employee of Mavi Unlimited LLC or anyone associated with the property in any way.

32. SIGNATURES

The terms of this lease may not be altered or amended except by mutual written agreement signed by both parties. The undersigned have read the above foregoing binding agreement prior to its execution.

Agent: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Tenant's initials: _____ Agent's initials: _____

LEASE ADDENDUM FOR CRIME FREE AND DRUG FREE HOUSING

Tenant and Landlord agree as follows:

1. Tenant, any member of the Tenant's household, any guest of Tenant, or any other person under Tenant's control or about the premises with Tenant's knowledge or consent (collectively "persons") shall not engage or facilitate any criminal activity on, or near the premises, including but not limited to, any violent criminal activity or drug related criminal activity (collectively "criminal activity" or "substantial violation" interchangeably). The Tenant or any other persons shall not permit the premises to be used for or to facilitate criminal activity. Tenant agrees and acknowledges that Tenant has an affirmative duty to abstain from any criminal activity and to prevent criminal activity by any other persons including but not limited to immediately notifying a law enforcement officer at the first sign of Tenant's knowledge of the criminal activity which constitutes any substantial violation agreed to in this addendum or at law (collectively "substantial violation"), and cooperating with law enforcement with respect to the substantial violation. For the purpose of this addendum, criminal activity also includes any activity or conduct by any person which a reasonable person would conclude has the potential for escalating into or becoming criminal activity. Tenant agrees that tenant's affirmative duty extends to being responsible for the conduct and actions of all persons regardless of any culpability or knowledge on Tenant's part, that Tenant's affirmative duty extends to making all persons aware of Tenant's obligations, covenants, and duties under this Addendum, and that Tenant's duties extend to all conduct whether or not such conduct occurs in Tenant's unit. Tenant may not assert as a defense in any eviction action against Tenant based on violation of this Addendum that Tenant did not know any occupant or guest was in violation of this Addendum unless Tenant has strictly complied with all of Tenant's duties set forth herein and at law.

2. Not limiting the broadest possible meaning as defined in this Addendum or at law, violent criminal activity also 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. Not limiting the broadest possible meaning as defined in the Addendum or at law, drug related criminal activity means the manufacture, sale, distribution, use or possession of a controlled substance, as defined use or possession of marijuana, marijuana concentrate, cocaine or any other illegal drug regardless of amount, and regardless of whether or not manufacture, sale, distribution, use, or possession of said drug is a misdemeanor or a felony. Tenant and Landlord agree that any criminal activity as defined in this Addendum or at law is an act which endangers the person and willfully and substantially endangers the property of Landlord, co-tenants, persons living on or near the premises, and that such criminal activity constitutes as substantial violation under the Addendum or at law.

3. One or more violations of this Addendum by Tenant constitutes a substantial violation of the Lease and material non-compliance with the Lease. Because Tenant and Landlord agree that a violation of this Addendum constitutes a substantial violation, Tenant waives any and all legal rights of any kind whatsoever to claim or insist that Landlord must first serve Tenant with a demand for compliance or possession in order to initiate an eviction action against Tenant for recovery of the premises. Upon any violation of this Addendum by Tenant, Landlord may terminate Tenant's right to occupancy all without terminating the lease or Tenant's obligation to pay rent as set forth in the Lease at Landlord's election. Landlord's termination of Tenant's right to occupancy shall be effective with right of eviction upon three days notice to quit. Proof of the violation of this Addendum shall be by a preponderance of the evidence, unless otherwise provided by law. In case of any conflict between the provision of the Lease and this Lease Addendum, the provisions of the Lease Addendum shall govern. This Lease Addendum is incorporated into the Lease executed or renewed between the Landlord and the Tenant.

Tenant Signature and Date

Landlord / Agent for Landlord Signature and Date

Tenant's initials: _____

Agent's initials: _____

Mold Addendum

Resident Obligations Regarding Mold:

Resident shall keep the premises, particularly the kitchen, bathroom(s), carpets and floors, clean through regular vacuuming, mopping, and use of household cleaners on hard surfaces.

Resident shall periodically inspect all sinks, bathtubs, toilets, shower enclosures, refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, dehumidifiers and air conditioners and the connections, discharge lines and areas surrounding each, to ascertain whether there are any water leaks or signs of water leaks.

Resident shall immediately inform Mavi Unlimited Property Management of any water leaks or signs of water leaks as well as any missing grout or caulk in tiled areas.

Resident shall reasonably prevent and shall immediately clean and dry all plant watering overflows, beverage spills, cooking spills, pet urination, and overflows from fixtures and appliances.

Resident shall ensure that shower doors and curtains are utilized to prevent water from escaping any tub or shower enclosure.

Resident shall not allow damp clothes and towels to accumulate and shall consistently hang towels on towel racks to allow them to dry.

Resident shall keep all windows and doors closed during adverse weather and when the residence is unattended.

In the event of visible accumulation of mold on hard surfaces, Resident shall immediately clean the accumulated and surrounding area with soap or detergent and allow the area to dry. Within 24 hours of the initial cleaning, Resident shall apply a spray-on type biocide (such as Lysol Disinfectant, or Pine-Sol Disinfectant) in accordance with the product's instructions and labeling.

Resident shall place and store Resident's personal property to prevent it from becoming wet or damaged in the event of water leakage, backup or flooding.

Agent's Obligations Regarding Mold:

Upon notification by Resident, Agent shall within a reasonable time repair water leaks in the apartment. If these leaks are caused by the misuse or negligence of Resident or any occupants, guests or invites of Resident, or by any violation of the lease or this Mold Addendum by Resident, or any occupants, guests or invites or Resident, then Resident will be responsible for payment of the repairs.

Remedies:

A breach of this Mold Addendum by Resident shall be a material violation of the lease allowing Agent to recover possession of the premises following a Demand for Possession or Compliance in accordance with state law and all other rights and remedies contained in the lease.

In the event of a breach of this Mold Addendum by Owner or Agent, Resident's sole and exclusive remedy shall be to immediately vacate the premises. Resident's obligations to continue to pay rent shall terminate on the date Resident delivers possession of the premises to Owner or Agent. Owner/Agent shall in no even be liable for consequential damages such as damages to Resident's personal property, or claims of adverse health conditions associated with exposure to mold.

Tenant's initials: _____ Agent's initials: _____

