

Apex Property Management and Real Estate Inc.

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This form has not been approved by the Colorado Real Estate Commission. It was prepared by legal counsel Tschetter Sulzer Muccio PC on behalf of Apex Property Management and Real Estate. 2026_0623

Compliant Rental Pricing Disclosure

Rental Pricing & Fee Disclosure

Effective Date: [Insert Date]

1. Total Monthly Cost of Rental (C.R.S. 6-1-737(2)(a))

Total Amount Due Per Month: \$[Total Rental Cost]

(*Includes all mandatory fees except for government taxes and separately billed utilities, if applicable.*)

Note: Some costs, such as utilities and optional services, are subject to change based on provider rates, tenant usage, or other external factors. The total price may vary accordingly.

Breakdown of Included Mandatory Charges Rent and Not Rent

Charge Type	Amount	Fixed or Variable?	Description	Recipient
Base Monthly Rent	\$X,XXX	Fixed	Charge for occupancy of the premises	Agent
Trash Service	Varies	Variable	Waste collection fee	Waste Provider
Utility Charges	Varies	Variable	Actual cost based on usage	Utility Provider
Resident Convenience Fee	\$10/mo	Fixed	Processing fee for shared utilities	Agent
Liability/ Renter's Insurance	Varies	Variable	Liability Coverage per the lease	Insurer

2. Additional Charges – Not Included in Total Monthly Cost of Rental

The following fees are applicable but **are NOT included in the total rental cost above:**

Charge Type	Amount	Fixed or Variable?	Refundable	Recipient
Security Deposit (Mandatory)	\$[XXX]	Fixed	Yes	Agent
Pet Deposit (Optional)	\$300	Fixed	Yes	Agent
Monthly Pet Fee (Optional)	\$35/mo or 1.5% of base rent, whichever is more	Fixed	No	Agent
Utility Concierge Fee (Optional)	\$50	Fixed	No	Agent
Lease Renewal Fee (Optional)	\$50	Fixed	No	Agent
1x Lease Admin Fee (Mandatory)	\$100	Fixed	No	Agent
Late Fee (Situational)	5% of the rent balance due	Varies	No	Agent
NSF Fee (Situational)	\$20 or actual bank charges, whichever is higher.	Fixed	No	Agent
LLI - Landlord Liability Insurance (Situational)	\$14.50/month	Fixed	No	\$10 to vendor, \$4.50 to Agent
Month-to-Month Rate (Situational)	125% of base rent	Fixed	No	Agent
Fund Transfer Fee (Optional)	\$30	Fixed	No	Agent

Add/Remove Roommate Fee (Situational)	\$250/change	Fixed	No	Agent
Missing Detector Fee (Situational)	\$100	Fixed	No	Agent
Holdover Rate (Situational)	\$100/day	Fixed	No	Agent
Rescind Notice Fee (Situational)	\$250	Fixed	No	Agent
Move-Out Inspection Reschedule Fee (Situational)	\$75	Fixed	No	Agent

3. Explanation of Charges

- **Security Deposit (C.R.S. 6-1-737(3)(b)(I)):** Refundable if no damages occur during the lease term.
- **Trash Fee (C.R.S. 6-1-737(3)(b)(III)):** Paid to [Waste Provider] for waste collection services.
- **Pet Deposit and Monthly Pet Fee:** Charged to Tenant if Agent approves for Tenant to have a pet in the premises.
- **Utilities:** Not included in Total Price; subject to provider rates.
- **Resident Convenience Fee:** Charged to Tenant to help Agent recoup a small portion of the costs associated with its software, its technological capabilities like online rent payments, online work order management, texts & email communication capabilities and logs, legal review of its leases, and also the bank charges that it incurs on a monthly basis.
- **Fund Transfer Fee:** Charged to Tenant if Tenant does not provide their security deposit as a separate money order/cashier's check from other move-in amounts paid by Tenant.
- **New Tenant Admin Fee:** One-time, nonrefundable fee charged to Tenant to on the 1st day of the second month of the Lease term to reimburse Agent for its costs to process, generate, and deliver documentation, pre-move/move-in services, and lease preparation and generation.

- **Liability/Renter's Insurance:** Tenant is responsible for obtaining their own renter's liability insurance coverage pursuant to the lease, at Tenant's expense. If Tenant breaches this lease covenant, Agent will obtain Landlord Liability Insurance (LLI) coverage on Tenant's behalf. Tenant will be charged \$14.50/month for LLI, which includes an administrative fee paid to Agent.
- **Month-to-Month Rate:** Charged to Tenant if Tenant remains in possession of the premises with Agent's consent and a renewal lease was not signed.
- **Late Fee:** Charged to Tenant if the full monthly rent due is not received by Agent on or before the 8th day of the month.
- **Add/Remove Roommate Fee:** Charged to Tenant each time Agent consents to adding or removing a roommate from the lease to reimburse Agent's costs to administer the change and prepare documentation.
- **Lease Renewal Fee:** Charged to Tenant when Tenant signs a renewal lease for the premises.
- **NSF Fee:** Charged to the Tenant if any Tenant payment to Agent is declined by a banking institution or cancelled/rejected for any reason.
- **Rescission of Notice to Vacate Fee:** Charged to Tenant if Tenant submits a notice to vacate to Agent, requests rescission of the notice, and Agent approves.
- **Missing Detector Fee:** Charged to Tenant for each smoke/fire/CO detector that Agent must replace during the lease term due to the detector's removal by Tenant.
- **Move-Out Inspection Reschedule Fee:** Charged to Tenant if Tenant schedules a move-out inspection with Agent and requests for Agent to reschedule the inspection.
- **Holdover Rate:** Charged to Tenant if Tenant continues to occupy the premises after lease expiration without Agent's consent.
- **Utility Concierge Fee:** Optional fee charged to Tenant if Tenant chooses to use Agent's vendor to transfer/set up utilities in Tenant's name on the lease start date.

4. Prohibited Charges (C.R.S. 6-1-737(4))

- **Property Taxes (C.R.S. 6-1-737(4)(c)):** These are the responsibility of the Landlord.
- **Common Area Maintenance Fees (C.R.S. 6-1-737(4)(i)):** Included in rent; cannot be charged separately.
- **Processing Fees for Rent Payments (C.R.S. 6-1-737(4)(d)):** No additional fees may be charged for rent payments unless a cost-free payment option is available.
- **Late Fees on Non-Rent Charges (C.R.S. 6-1-737(4)(e)):** Late fees can only be applied to unpaid rent, not utilities or other fees.

- **Fees for Required Habitability Services (C.R.S. 6-1-737(4)(f)): No charge for heating, plumbing, pest control, or other services legally required to provide a habitable living environment.**
- **Fees for Tenant not providing a notice to vacate if Tenant moves out on the Lease expiration date.**

5. Tenant Acknowledgment

By signing below, I acknowledge that I have reviewed and understand the rental pricing and additional charges associated with my lease agreement.

Tenant Name: _____

Date: _____

Tenant Name: _____

Date: _____

Tenant Name: _____

Date: _____

Tenant Name: _____

Date: _____

Agent/Property Manager Name: _____

Date: _____

1. RESIDENTIAL LEASE AGREEMENT Apex Property Management and Real Estate Inc.

1.1 PARTIES

This lease is for the rental of residential property between Apex Property Management and Real Estate Inc. acting as "Landlord" or "Agent," acting on behalf of owner of the said premises described in 2 below and <<Tenants (Financially Responsible)>>, <<Co-Signer(s)>> and hereinafter called "Tenant(s)".

The Tenant's primary language is: _____

1.2 LEASED PREMISES

Agent leases to Tenant and Tenant from Agent the "premises" described as
<<Unit Address>>

1.3 TERM

The term of this lease shall commence at 12:00 PM on <<Lease Start Date>> and terminating at 12:00 PM on <<Lease End Date>>. Tenant(s) shall notify Agent 60 days prior to end of contract if Tenant(s) plans 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. If Tenant does not enter into a new contract upon the expiration of the current lease term, this lease shall automatically proceed on a month-to-month basis. **An automatic month to month arrangement will result in a 25% increase of the monthly rental price.** Tenant(s) may terminate the month-to-month rental agreement by giving **60 days' prior written notice. This 60 day notice must terminate on the last day of the month. Tenant(s) agrees to pay a \$50 Lease Renewal Fee upon the execution of a new lease agreement.** The lease will end at 12:00 PM, noon, upon lease termination date. Failure to vacate by 12:00 will result in a hold over fee and a \$75 move-out report rescheduling fee. Agent may terminate this lease in accordance with state law.

1.4 RENT

The monthly charges are payable in monthly installments of <<Monthly Rent>> and the below breakdown of charges; received on or before

the first day of each month. Tenant will be responsible for paying a one-time, nonrefundable \$100 Leasing Administrative fee on the 1st day of the second month of the Lease term. Tenant may be responsible for paying for Landlord Liability Insurance purchased by Agent on behalf of Tenant should Tenant fail to upload proof of valid insurance during the lease signing process, at renewal, or at any time upon Agent's request. Tenant will be responsible for specific utilities at a monthly flat rate of and others specified in **Section 1.9: UTILITIES<<Monthly Charges>>**

If payments marked "rent" are not separate money orders or cashier's check from payments marked "deposits", Tenant will be charged a fund transfer fee of \$30.00

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1.5 LATE CHARGES

Rent is due on the 1st of each month and late if not paid on the date it is due. Late fees will be charged on the 9th of each month in the amount of 5% of outstanding rent. 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.

If a check/ACH electronic payment/other method of payment is returned by Tenant's bank FOR ANY REASON, Tenant understands and agrees that there will be a \$20 returned payment charge in addition to the full rent and late charge. After one returned payment, all future rental payments must be made in certified funds; no personal checks.

Should rent not be received on the 1st as required, Agent will make every effort to collect all unpaid balances. Late fees will be charged in accordance with section 1.5. The Tenant will be served with a Demand for Compliance or Possession in accordance with Local and State Law on or after the 2nd.

Upon being served with the Demand for Compliance or Possession for unpaid rent,, Agent will not accept any payment that is not in certified funds. Agent reserves the right to require the FULL outstanding balance to be paid, no partial payments are allowed unless specifically approved in writing by Agent.

The Tenant Online Portal payment feature will be deactivated until the past due balance is cured. Agent reserves the right to require any tenant with a history of late payments to make all future payments in certified funds regardless of current outstanding balances. All certified fund payments are required to be mailed to P.O Box 140395 Lakewood, CO 80214.

Agent will proceed with eviction proceedings to ensure in full payment of all past due balances, or until possession of the Premises is returned to Agent and the Tenant vacates the Premises in full.

Domestic Violence Protections and Payment Plans. If Tenant is a victim of domestic abuse, unlawful sexual behavior, or stalking as defined by C.R.S. § 38-12-402 and § 13-40-104(4)(e), and Tenant is served with a written demand for rent under this Lease, Tenant may be eligible to request a payment plan for rent arrears. To initiate this process, Tenant must submit written notice and provide qualifying documentation under C.R.S. § 38-12-402(2)(a). If receives proper notice and documentation, and if a payment plan is authorized by law, will not proceed with eviction as long as Tenant complies with the agreed terms of the payment plan.

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1.6 PAYMENT

Rent can be submitted online through the Tenant Online Portal with an ACH or Credit Card Payment. Agent does not accept personal checks or cash for any reason. If a tenant cannot pay through the Tenant Online Portal features, a Cashier's Check or Money Order may be mailed to **P.O. Box 140395 Lakewood, CO 80214.**

If a payment is lost in the mail regardless of fault/circumstance, Tenant assumes this responsibility and agrees to be charged the applicable late fees described above in Section 1.5, Late Charges. Tenant(s) understands any monies received will always be applied the following order:

(1) rent, (2) other charges and fees due from the Tenant.

1.7 NOTICE

Unless otherwise specified in this lease or otherwise required by law, all notices provided shall be in writing and shall be delivered to the other party via email, or sent by first class or certified mail, or served in accordance with applicable law.

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

Office Policy: Agent does not have a physical location for in-person meetings and does not allow drop by/drop ins for any reason. For emergencies requiring in person appointments, notice must be sent to Agent's office at all@apexpmr.com, approved by the office, and if approved, Agent or Agent's representative will be able to stop by the Premises or other

agreed location.

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1.8 SECURITY DEPOSIT

Tenant has paid the total security deposit <<Security Deposit Charges>> due upon move-in to secure the performance of this lease. These funds will be held by Agent in an escrow /savings account. Unless prohibited by law, Tenant agrees to waive Tenant's rights to any interest earned on their Security Deposit. Tenant agrees to waive Tenant's right for to use cash basis accounting for the Security Deposit accounting.

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 or late fees, to repair damages caused by Tenant, or by a guest, invitee, or 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 "deterioration, damage, or uncleanness that occurs, based on the use for which a rental unit is intended or reasonably and typically used, without negligence, carelessness, accident, or abuse of the premises or equipment or private property by the tenant or members of the tenant's 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 Move In Ready condition, except for normal wear and tear. If Tenant leaves the Premises substantially less clean than when Tenant moved in, Agent will charge Tenant for cleaning the Premises in accordance with C.R.S. § 38-12-103, et seq.

Regardless of anything to the contrary in this Lease, upon a Tenant's death, the Tenant (or the Tenant's Estate) agrees to pay damages in accordance with this section. A deceased Tenant is liable for all rent that was past due at the time of death. Liability for future rent is determined by when the Premises are vacated after notice, or by operation of law. A deceased Tenant's liability for future rent is limited to ten (10) business days if notice of death is given to and the Premises are vacated within ten (10) business days of that notice. If notice is given but the Premises are not vacated within ten (10) business days, the Tenant is liable for rent until the Premises are vacated. If the Premises are not vacated and notice is not given, the deceased Tenant shall not be liable for more than thirty (30) days of future rent after the date of death. For any period, agrees not to claim both past due rent and future rent. In addition to rent, if set forth in this Lease and otherwise not prohibited, a deceased Tenant is liable for all amounts that a may lawfully deduct from a security deposit pursuant to C.R.S. § 38-12-103(1)(b). The deceased Tenant's liability for these amounts includes all amounts due from the time of the Tenant's death through surrender of the Premises, whether by notice and vacating, or by operation of law. may retain the security deposit or any associated damage deposit sufficient to cover costs related to damage caused by the death of a Tenant, and for any other lawful amounts or damages. Upon death, the Tenant is not liable for the repayment of any lease concessions.

***If tenant wishes to refute any charges to their security deposit once they receive final accounting from Agent, Tenant may use Agent's "Request for Secondary Review of Security Deposit Charges".**

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 or termination of the lease, whichever is later. All deposits can be applied to any and all charges. 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 known address of Tenant. Tenant must provide both Agent and the U.S. Postal Service with a valid forwarding address prior to vacating.

Tenant agrees that may electronically mail Tenant a final accounting after Tenant vacates the Premises, and that complied with C.R.S. § 38-12-103, et seq. upon 's submission of the electronic mail and proof of Tenant's receipt is not required. Tenant consents to paying Tenant's Security Deposit refund, if any, via an electronic transfer of funds ("ETF"). To be paid by ETF, Tenant must make a written request using 's Security Deposit ETF Refund Form before vacating the Premises. will select the ETF method in its sole discretion and is not required to use a specific method requested by Tenant. If more than one Tenant signed this Lease, all Tenants must sign the written request and designate the account to which the ETF should be made. If Tenant does not provide a valid written request before vacating the Premises, will issue the Security Deposit refund by written check in accordance with this Lease and mail it to Tenant's, or one of Tenant's, last known address(es).

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1.9 EVICTION/HOLDING OVER

1. Agent may evict Tenant from the premises or undertake other legal action to regain possession for non-payment of rent or breach of

- the lease.
2. 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 premises even though Agent has chosen to seek eviction because of Tenant's breach of this lease.
 3. 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.
 4. 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 eviction and will pay the owner \$100 per day for any portion of any day that the Tenant or Tenant's belongings remain in or at the premises.
 5. Except as provided in this lease, eviction procedures, including notice requirements, as set forth in Colorado Revised Statutes §13-40-101 et seq (court-ordered evictions) shall be the sole remedy available to Agent to evict a tenant.
 6. Any applicable move in financial incentives/specials given to Tenant will become null and void if Tenant is evicted. In addition, Tenant will become responsible for and reimburse for any incentive/special given should Tenant fail to fulfill the terms of the lease, unless permitted by law.
 7. If Tenant provides a written notice to vacate to Agent or Tenant receives a written Notice to Terminate from Agent, Tenant must vacate the premises and return possession of the premises by the move-out date in the notice.

1.10 UTILITIES

Tenant is responsible for paying and transferring the following utilities or services connected with the premises:

<<Utilities Included>>

***Upon move in, if tenant wishes to participate in Agent's Utility Concierge Program, Tenant will be charged \$50 on their tenant ledger. This is an optional convenience program for tenants, and not required. However, if tenant does FAIL to put utilities in their name, tenant will be in breach of the lease and Tenant will reimburse Agent's costs and losses if Agent has to do this for Tenant at a later date in their tenancy.**

Tenant agrees to transfer utilities into their name upon signing of this lease to commence on the lease start date. If requested by Tenant, Tenant agrees to give Agent permission to give utility companies their social security number to begin service in tenant's name.

Refer to Utilities Addendum To Rental Agreement for more information.

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1.11 OCCUPANTS

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

<<Tenant Contact Information>>

<<Other Occupant(s)>>

Tenant shall not allow guests to stay upon the premises more than ten (10) days per month without written consent of Agent. Additional tenants 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. If Agent claims that any person residing in the premises is an unauthorized occupant, Tenant shall bear the burden of proving in any court action or eviction proceeding that the person challenged by Agent as an unauthorized occupant does not reside at the Premises.

If any one Tenant wishes to be removed, added, or switched from the lease, a \$250.00 fee will be charged to the tenant(s) for EACH lease adjustment needed to be made. Tenants must pay the fee before changes are made on the lease. Other procedures may apply.

In the event of a tenant switch or tenant removal the ENTIRE DEPOSIT will stay in escrow with Agent. Tenants are required to negotiate amongst any tenant moving in or moving out to repay any portion of the deposit directly. Agent will not transfer, refund, or modify the original deposit placed at the original lease signing regardless of the number of tenant switches that occur. The deposit will be refunded only after the termination of the lease and all tenants vacating the unit.

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1.12 PETS

Pets are not permitted. If Tenant has any pets, a pet addendum will be attached to this lease agreement. Only pets approved by Agent are

allowed. Temporary pets not approved by Agent are not allowed. **Any unauthorized pets is a violation of this lease, and Agent may pursue its legal remedies pursuant to the lease and at law.**

1.13 APPLIANCES

<<Appliances Included>>

1.14 PARKING AND VEHICLES

☐ Garage ☐ Carport ☐ Assigned ☐ Unassigned Street only/no reserved

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.

1.15 OUTSIDE MAINTENANCE & ADDITIONAL LEASE INFO

<<Additional Lease Information>>

1.16 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. Tenants shall not install or use grills, fire pits, or propane tanks, including storing these items without Agent approval.

Internet and Wi-Fi use (if applicable): Tenant(s) agrees to conform to any applicable laws or regulations involving the use of internet services, regardless of whether or not internet access is provided by owner or Agent, or at Tenant's own expense. Tenant understands that the viewing/downloading/acquiring of any illicit or copyrighted material constitutes a breach of this lease. Tenant agrees to be held responsible for any fines or penalties incurred due to tenant's online actions, whether levied by the specific internet provider, a law office, or any valid government organization. Agent may be allowed to discontinue any Agent provided internet service without notice should a violation of this policy be discovered, without repercussions to Agent or any financial incentive due to Tenant(s). Violation of this section is a violation of this lease, and Agent may pursue its legal remedies pursuant to the lease and at law.

disclaims that the Premises are suitable for Tenant to "work at home" and is not responsible for any loss of income Tenant, Tenant's occupants, guests or invitees may incur resulting from or related to an inability to work in the Premises for any reason, including but not limited to noise, disruptions or repairs.

1.17 TECHNOLOGY

As part of Agent efforts to give every Tenant the most capable and convenient experience, there will be a \$10/month Resident Convenience Fee, for all lease signers. This fee helps Agent recoup a small portion of the costs associated with its software, its technological capabilities like online rent payments, online work order management, texts & email communication capabilities and logs, legal review of its leases, and also the bank charges that it incurs on a monthly basis. This \$10/month charge will be charged to Tenant's ledger along with any other applicable rent/utility/insurance charges. ***This fee is not optional.**

All tenants are required to use the online portal. If tenants opt out of using the portal, after the initial mailing of the lease to Tenant, there will be a **\$75 charge** for any additional copies of the leases that Tenant requests to be mailed to Tenant. Tenants will be responsible for postage to return the signed lease. If the lease is not received before the lease goes month to month there will be a 25% increase in monthly rent until Agent receives the fully executed lease.

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1.18 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 Tenant violation(s). Tenant agrees here that they have received any applicable rules and/or regulations, and agrees to be legally and financially responsible for any Tenant violations related to any applicable rules and/or regulations. Agent is not responsible for providing Tenant with updated rules and/or regulations should Tenant have direct access to any updated versions.

Tenant further agrees:

1. **To not smoke or permit invitees or guests to smoke on the premises.**
2. To not discard cigarette butts onto property grounds.

3. To not install any waterbeds on the premises without the advanced written consent of Agent.
4. To not store or place any flammable or hazardous materials on the premises.
5. **To not install or allow someone else to install any sort of Satellite Dish Television service (Dish Network, DIRECTV, etc.) without Agent's prior consent and tenant signing a Satellite Dish Addendum.**
6. may limit or prohibit Tenant's right to photograph or video the premises or others, including the use of camera/video doorbells. Tenant is prohibited from using drones on, in or above the premises without 's prior written consent, which may be withheld for any reason.

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1.19 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. This includes but is not limited to, replacing the furnace filter when dirty and replacing lightbulbs as needed at Tenant's cost.

Tenant agrees that Agent, will conduct routine inspections of the premises including photos, notes, and other applicable documentation during the lease duration, typically three months after move-in and bi-annually going forward. These inspections are a requirement to catch any deferred maintenance not reported by the tenants and to ensure compliance with the lease.

Pool/Spa/Hot tub - If applicable, Tenant agrees to properly maintain any pool/hot tub/spa on or in the property or have it maintained by a professional service. This does not apply to HOA/Community controlled/maintained pools/spas/hot tubs. This maintenance shall be done at the expense of the [] Tenant [] Agent. Tenant agrees to be responsible for any damage caused to the above mentioned pool/spa/hot tub, and to adhere to any necessary instructions from a professional pool company, if given. If Tenant does not properly follow maintenance instructions, and the pool/spa/hot tub or any of its equipment falls into disrepair, Tenant will be liable for the costs associated with repair/ replacement.

Excluding ordinary wear and tear, Tenant shall notify Agent and pay for all repairs or replacements caused by Tenant(s), Tenant's household's or 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 in accordance with law.

As of the date of this lease, Owner/Agent warrants that the premises' 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 in Section 1.15 of this lease. If after a call from Agent to Tenant indicating that upkeep needs to improve and reasonable improvement does not occur, Agent has permission to have professional lawn care begin at Tenant's expense.

Tenant agrees to use care when maintaining and cleaning the premises, including all floors, plumbing fixtures, appliances, etc. Tenant should refrain from using overly abrasive cleaning solutions or cleaning products that may cause permanent damage. Tenant acknowledges that they are responsible for any damage caused by abrasive cleaning products or cleaning solutions and that said damage will not be considered "normal wear and tear."

Tenant agrees to maintain adequate temperature in the premises 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 ensure no freezing takes place. Tenant is responsible for keeping any applicable heat tape plugged in during winter months or any time of the year when temperature reaches below 40 degrees. If Tenant has questions at any time regarding these matters, they agree to call Agent for assistance.

Agent has installed all necessary smoke detection and CO detection devices. It is the Tenant's responsibility to ensure that batteries are being changed and that these devices remain in good working order. Tenant agrees to test devices/batteries monthly to ensure proper operation. Tenant understands a \$100.00 replacement charge will be added to the ledger for each detector that is removed from the premises. This charge can be added during an inspection or returning of the premises by Tenant.

1.20 COMMON MAINTENANCE ISSUES

This is a guide to common maintenance problems that many of Agent's tenants experience. As Agent has many different types of properties with varying amenities, Agent looked to put together a comprehensive guide to help its tenants solve as many of their own maintenance issues as possible. This will save tenants time and money, as many may have to take time off work to meet a contractor at the premises.

Maintenance problems are common in rentals, especially in older buildings. Agent asks for Tenant's patience as these issues may arise, and sometimes are costly to the owners of the units. Agent looks to solve everything in the most efficient way it can, and the guide below can help tenants avoid any confusion in navigating these issues. Agent's guide on maintenance issues modify Agent's or owner's legal obligations pursuant to C.R.S. § 38-12-501, et seq.

(A-Z)

Air Conditioning - If you have an air conditioner in the premises and it is not functioning properly, please first determine if it is a window unit, a wall unit or central air and report the issue to us through the Tenant Portal.

If you have air conditioning, submit a work order through the Tenant Portal. We will try to get one of vendors out to the unit as quickly as possible. If the repair is costly or the unit needs to be replaced, it may take a week or more to be taken care of, as we do need owner approval before proceeding. We will be able to discuss alternative actions if repair costs prove to be an obstacle.

Broken Windows/Exterior Doors - If Tenant finds that the window has been broken or the exterior door has been damaged from an attempted break-in, please call the police immediately to file a police report. Agent will need this report in our office for this damage not to be charged back to Tenant. Call Agent as soon as possible so that we can send a contractor to secure the premises.

Clogged Sinks/Bathtubs/Toilets - With older buildings, the kitchen and bathroom pipes tend to be narrower and become clogged more easily. We ask that with any pipe clog, Tenant first tries a drain cleaning solution as it may be just built-up hair and other household products. Please try to first plunge the toilet in case of toilet clog.

If Agent does have to send a contractor out to snake a line and there is found to be any items in the line that are not supposed to be there, Tenant will be charged back for the service call.

Dishwasher - If there is water collecting at the bottom of the dishwasher, try to run the garbage disposal first. That may be jammed, which in turn is not allowing water from the dishwasher to drain properly. If that does not help, please submit a work order through the tenant portal or email the maintenance department.

Are the dishes just not coming completely clean? The dishwasher may be an older model that requires the user to remove all debris from any dishes before they are placed in the machine, which is not a fault of the machine itself. If the dishwasher is experiencing mechanical failure of any sort, please submit a work order or email the maintenance department.

Electricity Outage - If only a portion of the electricity is not working, please first check the breaker box, as a breaker may have tripped. Turn the corresponding breaker off and on again. If it is the entire premises, there may be a power outage in the area. Please call the power provider to see if there is a power outage in the area.

Garbage Disposals - Garbage disposals can handle differing amounts of food, depending on their size and the kitchen piping. As a result, we recommend to dump food as sparingly as possible into the kitchen sink. If our contractors find that the result of any garbage disposal working incorrectly is excess food, Tenant may be liable for the charge. Tenant will also be charged if there is any object in the garbage disposal that causes it to malfunction that should not be there, such as metal objects, glass or grease.

Agent also asks that you try to reset their garbage disposal by pressing the red button at the bottom. There may also be an Allen wrench attached underneath for the disposal; if so, place the tool in the hole at the bottom and move the Allen wrench back and forth. Turn on the disposal and run with cold water.

Heat - For no heat (heat registers are not warm), please call Agent immediately and give the best number to reach you at. We do consider this an emergency and will get someone out as soon as possible. Please be sure that the furnace has not been switched off, and that you have a clean furnace filter. Dirty furnace filters is a very common cause of the furnace not blowing adequate heat, or shutting off altogether. Be sure to also check the thermostat batteries to ensure it is turning on and it isn't dead batteries. Service calls for dead batteries or dirty furnace filters will be charged back to Tenant.

With any heating problems, please make sure all personal items are placed at least 12 inches from the heat registers to ensure that heat is able to circulate properly. If we receive a low heat call and Tenant's personal items are the problem, Tenant will be charged back for the service call.

Lawn Care - Please note the lease. If Tenant is responsible for mowing, weeding, removing tree debris and watering, Tenant will be charged back if Agent has to send out someone to do those things in Tenant's stead. It is Agent's policy to send out a landscaper immediately if we receive a city or HOA violation notice to avoid any fines, and that charge will be passed on to Tenant.

If Tenant has a sprinkler system at the premises and it is malfunctioning, it is Tenant's responsibility to report that to Agent as soon as possible. A broken sprinkler system will NOT be considered a valid excuse to not fulfill the lease obligations.

Light Bulbs/Blinds/Damage to Drywall and Interior Doors - Light bulbs are an item that Agent expects Tenant to purchase and maintain. Please keep extra bulbs on-hand. In cases of high ceilings or difficult-to-operate fixtures, please call Agent to discuss with the Maintenance Department. We expect all tenants to attempt to change light bulbs to the best of their ability and may charge back tenants for material/labor costs if a vendor is sent out.

Blinds are also items that will be a tenant charge if the vendor must repair them. This will be dependent upon what state the blinds were in upon move-in, but if they are damaged, we recommend buying a new set of comparable blinds on Tenant's own and having our vendors install them to prevent any extra damage done to the window area, which Tenant would be responsible for.

Any damage to drywall and interior doors will be compared to the move-in report and charges will be assessed in accordance with any damage unexplained by maintenance emergencies. If Tenant has any sagging hinges, off-track closet doors or broken kitchen drawers, please email us at

Refrigerator - If the fridge is leaking water, or not cooling properly, make sure that it is running at all. If not, check the breakers. If it is running and still not cooling properly, please ensure you have not overloaded the fridge with too many items, that is limiting cool air circulation. If problems continue please submit a work order or email maintenance@apexpmr.com as soon as possible. Agent will do its best to get an appliance company out to repair or replace the refrigerator as soon as possible. **PLEASE NOTE, spoiled or lost food due to refrigerator failure will not be reimbursed by Agent or Owner for any reason. Tenant must file a claim with Tenant's Renter's Insurance in order to recoup any monetary damages from spoiled or lost food.**

Agent strongly recommends that Tenant have a cooler on-hand in case of emergencies, as it may take a few days to repair or replace the fridge.

Residing in a Multi-Unit Complex - If an item in a common area is broken or malfunctioning, please do not assume another tenant will report the issue. The quicker Agent is informed of something, the quicker we can get it resolved for everyone.

Stove - If Tenant has an electric stove and a burner stops working, make sure that the burner is fully connected to the stove top. If a knob or small part is missing or broken, please note the serial and model number of the stove so that Agent can order the part directly (this also applies to refrigerator parts)

Washer/Dryer - If the washing machine appears to be leaking water, please note where it is leaking from. If it is from a connecting hose or coming up from the drain, Agent will need to send a plumber. If it is leaking from the machine, it is likely a mechanical issue.

If the dryer is not drying thoroughly, note if the machine appears to be functioning properly, please ensure the machine is not overload. If problems continue, the dryer vent may be blocked (or Tenant may be attempting to dry a load that is too large for the machine). If the machine is not working correctly, submit a work order or email the maintenance department.

Every tenant is entitled to safe and healthy housing under Colorado's warranty of habitability and a landlord is prohibited by law from retaliating against a tenant in any manner for reporting unsafe conditions in the tenant's residential premises, requesting repairs, or seeking to enjoy the tenant's right to safe and healthy housing.

You can mail or personally deliver written notice of an uninhabitable condition to the following address: _____, by email at the following email address: _____, or through our online tenant portal or platform with a web address of: _____.

El inquilino puede enviar por correo o entregar personalmente un aviso por escrito de una condición inhabitable a la siguiente dirección: _____, o por correo electrónico a: _____, o a través de nuestro portal o Plataforma para inquilinos en línea por nuestra página de web: _____.

X _____
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1.21 PEST CONTROL

Agent agrees to make every attempt possible to eliminate insects, rodents, and other pests from the premises before a tenant moves in. However, Agent does not guarantee at any time that a tenant's rental unit is free of any and all pests. In the event of Bed Bugs, Agent agrees to inform tenant of any and all pertinent information regarding prevention or extermination. Agent also agrees to disclose any pertinent information related to the treatment of a Bed Bug infestation. Tenant agrees Agent is not required to provide 48 hours' notice to inspect and treat the premises for Bed Bugs. In many cases, insect or rodent problems may stem from a lack of cleanliness with the property. If Agent is made aware that the overall condition of a rental property is likely the cause of an infestation, Tenant may be held liable for the cost of pest remediation/extermination.

1.22 ALTERATIONS

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

1.23 KEYS

Tenant acknowledges receipt of 2 key(s) to the premises. If Tenant is not provided a mailbox key at move-in please submit a work order through the Tenant Portal and we will send a vendor to make a copy. If Tenant was provided garage remote(s) at move-in and they are not present or working upon move-out, Tenant will be charged for cost of replacing all remote(s) not present. Storage Unit # _____ (if applicable).

Lost Keys and Lock Outs: if Tenant loses their unit, mailbox, secured entry key, or any other key OR if they get locked out of their unit and do not have their keys on them, the TENANT will always be liable for the full cost of a locksmith and any new keys that are required to be made or rekeyed. If Tenant loses or breaks any garage remote(s) Tenant is liable to replace at their cost the remote or be charged by Agent for a replacement remote.

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1.24 ENTRY/PRIVACY

Upon desired entry, Agent will provide notice to the Tenant through email, text, or the Tenant Portal to enter the premises. Agent is not required to provide any specific notice period for desired entry but will attempt to always provide a minimum of 24-hours. Tenant agrees Agent is not required to provide 48-hours' notice to inspect and treat the premises for bed bugs.

The Tenant is not required to be present upon Agent's entry to the premises, but Agent recommends it if Tenant is able to do so. Upon notice from Agent, Tenant will make the premises available to Agent, Agent's 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, or (c) for any lawful purpose. Tenant agrees to allow Agent access to all areas of the premise, secure any pets in kennels, or remove them from the premises during entry, and ensure the premises is in good condition.

Entry may be made without prior notice if Agent reasonably believes that an emergency exists or that the premises have been abandoned. If Tenant schedules an appointment for access with Agent, Agent's employee, maintenance contractor, etc. and Tenant does not allow access or misses the appointment, Tenant shall reimburse Agent for any costs incurred as a result.

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1.25 ASSIGNMENTS, SUBLETTING AND LEASE BREAK

Tenant shall not let or sublet all or any part of the premises nor assign this lease or any interest in it without the prior written consent of Agent. Tenant understands they shall not use the property to establish businesses of any kind. This would include operating their rental as a nightly or short term rental via Air BnB, VRBO.com, or similar companies. Tenant understands that running a business in or on the premises is strictly prohibited and will lead to a lease violation that can ultimately result in an eviction. If Tenant breaks the lease agreement before the lease expires, they can only do so with Agent and Owner approval, and Tenant agrees to pay Agent's and Owner's reletting costs and expenses. Tenant understands they will remain liable for rent until a replacement tenant signs a new lease and occupies the premises.. Tenant agrees to sign addendum, ending legal liability of current lease once a new lease is signed. Tenant understands their security deposit will be processed as stated in **Section: Security Deposit**, of this lease agreement.

Domestic Survivors – Right to Terminate. Legally eligible Domestic Survivors may terminate this Lease without penalty in accordance with the law. Tenant may initiate a Lease termination process by submitting written notice under C.R.S. § 38-12-402(2)(a); however, termination is not effective unless receives qualifying documentation from Tenant, either with Tenant's notice or within seven (7) days of 's written request.

1.26 MILITARY

If Tenant 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, Tenant may terminate the Lease, without penalty, in accordance with the following terms and conditions: (i) Tenant must deliver to Agent at least thirty (30) days prior written Notice to Vacate; (ii) Tenant must deliver to Agent a copy of the official permanent change-of-station orders to permanently depart the local area (iii) all unpaid Rent, if any, must be paid through the effective day of such termination; and (iv) Tenant must make satisfactory arrangements with Agent to pay all costs incurred by Agent to repair any damages. Upon completion of the above terms and conditions, Tenant'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 Tenant has vacated the premises, Tenant is entitled to return of Tenant's Total Deposits, less lawful deductions for damages to the premises, reasonable wear and tear excepted. The release of a Tenant under this paragraph will not release any other Tenant, unless such other Tenant is the spouse or legal dependent of the Tenant receiving permanent change-of-station orders.

1.27 POSSESSION

If Tenant abandons or vacates the premises, Agent may terminate this agreement and regain lawful possession. If Applicable and if Tenant(s) have not seen the premises prior to lease signing, Tenant(s) understand that they will be moving in to the property without viewing the property in person. By signing this acknowledgement, they fully understand that they are signing a full term Residential Lease Agreement that will not be terminated early if Tenant(s) later determine that they are dissatisfied with the property.

Pursuant to Colorado law, the Premises is abandoned upon the death of a sole Tenant if (1) the personal representative of Tenant's estate notifies in writing that the estate is surrendering possession of the Premises and any remaining personal property; or (2) thirty days have passed since the death of the Tenant and (a) rent remains unpaid; or (b) substantially all of the Tenant's property has been removed.

1.28 ATTORNEYS FEES, COURT COST AND JURY WAIVER

Agent and Tenant agree that in any action or proceeding in which Agent is seeking possession of the premises from Tenant, a trial shall be heard by a court sitting without a jury. In any disputed court action where the court resolves the dispute and determines the prevailing party, the court shall also award to the prevailing party its reasonable attorney's fees and costs and the non-prevailing party shall be liable to the prevailing party for payment of any court awarded attorneys' fees and costs. If the Agent has filed an eviction due to Tenant's lease breach, including breaching for non-payment of rent, regardless of the outcome or disposition by the court, Tenant agrees upon request that the court shall make a determination who the prevailing party was in any eviction and whether any attorney's fees and court costs sought by any party are reasonable. If for any reason the court does not make such determination in any eviction lawsuit between the parties, Tenant and Agent agree that a court in any subsequent action between Tenant and Agent shall make that determination. Tenant agrees to pay eighteen percent (18%) interest compounded annually on all unpaid rents, amounts, or damages owed by Tenant from that date of Agent's final accounting until such a time Tenant pays all outstanding amounts. Tenant 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 action, including but not limited to, any fair housing claim, or any other proceeding, between Agent and Tenant to enforce this agreement, arising from this Agreement, or in any way connected with this Agreement or Tenant's tenancy at the premises, including but not limited to, litigation concerning Tenant's Security Deposit.

1.29 INSURANCE

Agent's/Owner's insurance does not cover ANY of Tenant's personal possessions or property in the event of loss for ANY reason including but not limited to damage due to fire, wind, water, loss of electricity or appliance failure, theft, vandalism, pest infestation, act of god, or any other cause.

Tenant is REQUIRED to purchase renter's insurance with adequate coverage, and is responsible for renewing the policy during tenancy. **If Tenant does not provide Agent with proof of renter's insurance upon move in, Agent may set up a LANDLORD LIABILITY INSURANCE POLICY on Tenant's behalf and Tenant will be responsible for premiums billed monthly.**

*Tenant's ledger will show the mandatory **Landlord Liability Insurance Policy** charges should Tenant's insurance lapse. Once Tenant's provides valid evidence of active personal insurance, those charges will be removed but will not be refunded or prorated for any reason.

Tenant's personal Renter's Insurance policy is required to have liability of a \$100,000.00 minimum. Tenant is also required to add Apex Property Management and Real Estate Inc to the policy as additionally insured.

If Tenant does not purchase, renew, or maintain a personal Renter's Insurance policy, Tenant is default of the lease and fully liable for all personal possessions or property in the event of any loss for any reason.

If Tenant did not purchase a personal Renter's Insurance Policy, the LANDLORD LIABILITY INSURANCE POLICY (LLI) does not cover any tenant personal property for any reason or cause and is not the same as Renter's Insurance. The LLI only covers the owner's dwelling in event of property damage cause by any negligence or actions. Please refer to section 8.2 for additional insurance information.

Agent/Owner is never liable to reimburse, purchase, or credit back for any Tenant possessions or personal property for any reason.

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1.30 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, Tenant's occupants, guests or invitees. Agent may be liable for the injury to any person or damage to any property caused by the negligence or willful acts of Agent. Tenant will be held liable for all behavior of guests and invitees. To the fullest extent permitted by law, should a guest or invitee sustain an injury or suffer some kind of damage, Tenant will be held fully responsible and will hold Agent and Owner harmless and indemnify Agent and Owner for their costs, legal fees, and attorney's fees.

1.31 SEVERABILITY

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

1.32 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 Agent and by Tenant. **THERE ARE NO ORAL UNDERSTANDINGS**, 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 Agent, 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.

Tenant agrees, understands, and acknowledges that if the property is owned by a trust of record, Tenant agrees to limit any claims against the owner of the property to said trust and specifically waives any and all claims against the beneficiary or beneficiaries of said trust. Tenant contractually agrees to limit all claims to the trust that holds title to the property, or, if adjudicated otherwise, then only to the separate series that is the beneficiary of that trust.

1.33 JOINT AND SEVERAL LIABILITIES

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

1.34 MISCELLANEOUS

1. Tenant is responsible for maintaining the premises in a reasonably clean condition while it is occupied as well as returning the premises in clean condition when vacating. If the premises are substantially less clean than when Tenant moved in, Agent may schedule professional cleaning at Tenant's expense.
2. 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 or cellular telephone number.
3. If Tenant and Agent agree to a mutual rescission/early termination of this lease due to extenuating circumstances, then this early termination of the lease will be the Tenant's sole and exclusive remedy, and Tenant agrees to not pursue any additional claims or further action against Agent.
4. Note that Agent manages properties as an Agent for the Owner and not for Tenant, unless entered into such by a written agreement. Agent owes duties to the Owner that includes utmost good faith, loyalty and fidelity. Agent 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 Agent does not represent Tenant, we will disclose to Tenant all adverse material facts about the premises actually known by us. Agent will assist Tenant without regard to race, color, religion, sex, disability, familial status, national origin, sexual preference, or any other protected classes under federal, state, or local law. C.R.S §24-34-502 (1) prohibits source of income discrimination and requires a non-exempt landlord to accept any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person, including income derived from any lawful profession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program.

5. Tenant agrees to work and communicate in good faith with any staff of Agent, person, agent or vendor brought in by Agent, or person, vendor as instructed by the Owner. Tenant shall not threaten, harass physically or verbally, use expletive language in person, via the phone, or in any written form, to persons including but not limited to; any neighbors, vendors, the Owner of the property, any employee, staff or representative of Agent or anyone associated with the property. Agent may require Tenant to only communicate in writing if Tenant communicates at any point in a hostile or harassing manner.
6. Tenant must communicate with Agent by sending all written and hard copy correspondence to PO Box 140395, Lakewood, CO 80214. Any written or hard copy communication that is sent to another address will not be considered received. Electronic communications may be completed by sending an email to all@apexpmr.com. Should Management transfer during the duration of the lease new communication requirements will be dictated by new Managing Agent.
7. Upon **move in** Tenants have **48 hours** to submit further documentation of the condition of the property. This documentation must be submitted via email to maintenance@apexpmr.com with photos as well as description of any additional damages not documented on the original move in report.
8. Agent does not for any reason conduct in person walk through for Move-in or Move-out reports. All reports are created by the Agent before the Tenant takes possession and after Tenant releases possession of the premises. Tenant is able to take additional documentation of the condition of the unit at move-in and move-out however all deposit disposition charges will only be based on the Agent's reports.
9. **FORCE MAJEURE.** shall not be liable for any failure or delay in performing any of their respective obligations under this Lease when such failure or delay is caused by events beyond the reasonable control of , including but not limited to acts of God, war, terrorism, civil commotion, labor disputes, strikes, pandemics, governmental orders or regulations, embargoes, fire, flood, or other natural disasters ("Force Majeure Event"). The time for performance of any obligation shall be extended for the period during which performance is prevented due to the Force Majeure Event. Notwithstanding the foregoing, a Force Majeure Event shall not relieve Tenant of its obligation to pay Rent or other sums due under this Lease, unless such payment is specifically excused by applicable law or a written agreement between the parties.
10. **CONTACTING YOU.** Tenant consents to receive emails, calls and text messages from , its agents, or service providers at any telephone number or email address provided by Tenant, including through the use of an automated telephone dialing system or prerecorded voice messages, for purposes related to the tenancy, including but not limited to maintenance, rent reminders, and other notifications. Tenant understands that message and data rates may apply, and that this consent is not a condition of renting the Premises. Tenant may revoke this consent at any time by notifying in writing.
11. **SUBORDINATION.** This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any mortgage, deed of trust, or other security interest (collectively, "Mortgage") which now or hereafter encumbers the Premises or the property of which the Premises are a part, and to all renewals, modifications, consolidations, replacements, and extensions thereof. Tenant agrees to execute any documents reasonably requested by or any Mortgagee to confirm such subordination.
12. This Lease may be executed and delivered by electronic means, including by electronic signature or scanned copies of signatures sent via email or other electronic means. and Tenant agree that such signatures shall be deemed to be original and fully enforceable for all purposes, and this Lease may be maintained in electronic form and shall be considered an original document.

1.35 BUYING A HOME

If Tenant uses Agent in the capacity of real estate broker in the purchase of a new home, Agent may waive any lease break charges for an early lease termination.

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1.36 RENTERS RIGHT AND RESOURCES

All tenants are automatically provided a digital copy of their executed lease and if the premises are located in the City and County of Denver, the Tenant Rights and Resource Packet, electronically upon signing of the lease to their Online Tenant Portal. Should Tenants require a Physical Copy be mailed to them, Tenants must request one in writing by emailing Leasing@apexpmr.com and one will be mailed to them within 7-business days.

1.37 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.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
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2. Lead-Based Paint Disclosure (Rentals)

2.1 ATTACHMENT TO RESIDENTIAL LEASE OR RENTAL AGREEMENT FOR THE PROPERTY KNOWN AS:

<<Unit Address>>

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

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

Disclosure for Target Housing Rentals and Leases

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint

Hazards Lead Warning Statement

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

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

(a) Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.

(b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):

- Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- ☐ Landlord has knowledge of lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(c) Records and reports available to Landlord (check one box below):

- Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- ☐ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Tenant's Acknowledgment

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

Real Estate Licensee's Acknowledgment

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

Certification of Accuracy

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

X _____
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By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
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3. LEASE ADDENDUM FOR CRIME AND DRUG FREE HOUSING

3.1 LEASE ADDENDUM FOR CRIME 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 regardless if it is 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 Agent, Owner, 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 Agent 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 Agent 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 if this Addendum by Tenant, Agent 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 Agent's election. Agent'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 Addendum, the provisions of the Addendum shall govern. This Addendum is incorporated into the lease executed or renewed between the Agent and the Tenant.
4. NO ILLEGAL ACTIVITIES. Tenant shall not engage in any activity that is illegal under State of Colorado or local law, or allow others to engage in illegal activities on the premises. Per Amendment 64 as the Landlord, Agent has the right to prohibit marijuana at the premises. Tenant shall be solely be responsible for all costs, fees, fines and damages incurred by Agent resulting from, arising out of or occasioned by Tenant's activity, including but not limited to court-awarded attorney's fees, investigator fees, increases in insurance premiums and deductibles.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
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4. MOLD ADDENDUM

4.1 TENANT OBLIGATIONS REGARDING MOLD:

Tenant 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.

Tenant 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.

Tenant shall immediately inform Agent of any water leaks or signs of water leaks as well as any missing grout or caulk in tiled areas.

Tenant 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.

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

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

Tenant 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, Tenant 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.

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

Tenant shall maintain proper ventilation in unit at all times, for example, utilizing a bathroom fan during showing/bathing, opening windows to allow moisture from evaporative coolers to escape, etc.

Agent's Obligations Regarding Mold:

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

Remedies:

A breach of this Mold Addendum by Tenant 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, Tenant's sole remedies are governed by CRS § 38-12-501, et seq. Owner/Agent shall in no event be liable for consequential damages such as damages to Tenant's personal property, or claims of adverse health conditions associated with exposure to mold.

Warranties, Indemnifications and Releases:

To the fullest extent permitted by law, Agent does not warrant or represent that the premises shall be free from mold.

Tenant hereby indemnifies and shall hold Owner and Agent harmless from any and all claims or causes of action arising from Tenant's breach of the obligations contained in this Mold Addendum.

Tenant hereby releases Owner/Agent from any and all claims of Tenant or any occupant for the presence of mold in the premises, other than claims based on breach of this Mold Addendum by Owner/Agent or applicable habitability laws, and further releases Owner/Agent from any and all claims of consequential damages such as damages to Tenant's personal property, or claims of adverse health conditions associated with exposure to mold.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
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5. Bed Bug Policy and Addendum

5.1 BED BUG POLICY AND ADDENDUM

This bed bug policy has been designed to clarify Agent's procedures when dealing with bed bugs.

There have been outbreaks of bed bugs all over the United States and in Colorado. These bed bugs can be brought into your rental unit from used furniture, clothing, luggage, or a purse when visiting any place that has bed bugs. Bed bugs can strike anywhere or anytime. Bed bugs can also be spread to other units through heating and air conditioner vents in multi-unit complexes.

Bed bugs usually bite sleeping people and any exposed bare skin surface. Many people develop an itchy red welt or localized swelling that appears a day or so after the bite. Indications of bed bugs may include rusty or reddish spots of blood on bed sheets, pillows, mattresses, or walls.

It is the responsibility of Tenant(s) to notify Agent within a 24 hour period if Tenant thinks the premises has bed bugs. Tenant agrees Agent is not required to provide 48 hours' notice to inspect and treat the premises for bed bugs. Agent is not responsible for any loss of Tenant's personal possessions (clothes, furniture, etc.) due to infestation or Tenant's willingness to dispose of said items.

Once bed bugs have been reported, Agent will contact a professional exterminator to examine the situation and develop a plan of action, if needed. It is the responsibility of the Tenant(s) to comply with any and all instructions given from an exterminator regarding access, proper preparation for the treatment, completion of any follow up instruction, and vacating the premises or any other requirements. As part of the treatments, the premises may have to be sprayed several times to get rid of these pests. Successful eradication depend on the cooperation of the Tenant(s). For Tenants that are physically or mentally unable to comply, it will be the Tenant's responsibility to find persons capable of following all instructions. Any costs associated with missed appointments, or rescheduling will be passed on from the exterminator to the Tenant(s).

By initialing below, you acknowledge and agree to the terms in Section 5.

X _____
Initial Here

6. Agent's Vacating Policy

6.1 AGENT'S VACATING POLICY

Please be advised, if Tenant chooses to rescind Tenant's notice to vacate Tenant will be required to notify Agent in writing, and if Agent consents to Tenant rescinding the notice to vacate, pay a \$200 administrative fee to Agent. The new rental rate for the renewal lease will then be determined by Agent.

Enclosed is a list of items Tenant should pay close attention to before Tenant conducts a final walk through and lock Tenant's keys in the premises. **Please keep in mind that any damage above and beyond "normal wear and tear" will be Tenant's financial responsibility.**

Items to be aware of:

1. Are all light bulbs working? Agent will charge Tenant's security deposit for light bulbs needing replacement
2. General Cleaning –If Tenant leaves the premises substantially less clean than when Tenant moved in, Tenant's security deposit will be charged for Agent's cost to hire vendors to clean the premises.

3. Keys – All keys associated with the premises (including any unit keys, secured entrance keys, mailbox, swimming pool, clubhouse, etc.) as well as any garage door opener remotes must be returned to Agent. Failure to return all keys provided during at move in or during tenancy may result in additional charges to Tenant's security deposit.
4. Rent – Tenant's last month of rent must be paid as per the terms of the lease. Per the lease, Agent will **not** allow Tenant to use the security deposit in place of rent. There are no exceptions to this rule.

All Tenants and occupants must vacate on or before the last day of the lease. Any Tenant residing in the premises after the end of the lease will be charged any associated fees and holdover rent caused by failing to vacate as required. **Please refer to paragraph 9, section D of your lease regarding this.**

By initialing below, you acknowledge and agree to the terms in Section 6.

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7. BROKERAGE DISCLOSURE TO TENANT DEFINITIONS OF WORKING RELATIONSHIPS

7.1 BROKERAGE DISCLOSURE TO TENANT DEFINITIONS OF WORKING RELATIONSHIPS

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

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

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

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

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

RELATIONSHIP BETWEEN BROKER AND TENANT

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

CHECK ONE BOX ONLY:

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

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

CHECK ONE BOX ONLY:

Customer: The Broker is the landlord's agent and the Tenant is a customer. Broker is not the agent of Tenant

Broker, as landlord's agent, intends to perform the following list of tasks: **Show a property Prepare and Convey** written offers, counteroffers and agreements to amend or extend the lease.

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

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

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

THIS IS NOT A CONTRACT.

If this is a residential transaction, the following provision shall apply:

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

By initialing below, you acknowledge and agree to the terms in Section 7.

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8. Tenant Resources

8.1 OFFICE RESOURCES

Office Policy: Apex Property Management and Real Estate Inc. does not have a physical location for in-person meetings and does not allow drop by/drop ins for any reason. For emergencies requiring in person appointments, notice must be sent to the office at all@apexpmr.com, approved by the office, and if approved an agent will be able to stop by the premises or other agreed location.

Our office utilizes a voicemail system. **IF** Tenant reaches our voicemail, please leave a clear message with Tenant's name, a good callback number, full address of premises and the reason for Tenant's call and someone will contact Tenant as soon as possible. **FOR ALL EMERGENCY WORK ORDERS TENANT IS REQUIRED TO CONTACT US AT 720-705-7798**. Please do not leave duplicate messages as this will delay response times. Message received after 4:00 PM may be responded to the following business day. For faster responses, please email the department Tenant wishes to speak with.

8.2 LEASING RESOURCES

If Tenant has questions about the premises, please refer to the lease agreement. If Tenant has further question, please email leasing@apexpmr.com with the "Premise Address - Lease Question" in the subject line. An agent will follow up with the request as soon as possible.

Renter Insurance is Required - BEFORE taking possession of the property Tenant will be required to provide proof of renter's insurance directly through the Tenant Portal or by emailing it to all@apexpmr.com or will immediately at move-in be enrolled in LANDLORD LIABILITY INSURANCE POLICY (LLI) prior to possession and will immediately be subject to all applicable premiums for the LLI which is currently \$14.50, and includes a \$4.50 administrative fee payable to Agent. These fees are non-refundable and will not be pro-rated for any reason once charged. Tenant is required to have liability of a \$100,000.00 minimum, per the lease Section 1.29 Insurance. Tenant is also required to add Apex Property Management and Real Estate, or new managing Agent, to the policy as additionally insured. Failure to comply with all aspects of these insurance requirements will result in immediate enrollment in LLI and subject to all premium and administrative fees with zero refunds or prorations for any reason once charged. Should Tenant's personal renters insurance be cancelled at any point during the lease terms, Tenant will immediately be enrolled in the LLI and subject to all premiums and administrative fees with zero refunds or prorations.

NOTICE: LANDLORD LIABILITY INSURANCE POLICY DOES NOT COVER ANY TENANT PERSONAL PROPERTY, TENANT ALTERNATE ACCOMMODATIONS, OR ANY OTHER TENANT REIMBURSEMENTS FOR ANY REASON. REFUSAL BY TENANT TO PURCHASE PERSONAL RENTER'S INSURANCE MAY RESULT IN LOSS OF PERSONAL PROPERTY AND CAUSE TENANT ADDITIONAL EXPENSES

WITH ZERO REIMBURSEMENT FROM AGENT OR OWNER SHOULD

DAMAGE OR LOSSES TO TENANT BE CAUSED FOR BY REASON.

Utility Start Up - Tenant is required to provide proof that you have set up ALL UTILITIES required by the lease under Tenant's name showing service will begin on the lease start date. Email all Utility Turn On Confirmations to leasing@apexpmr.com.

Lease Violations - If we receive reports of minor issues or lease violations, you will be sent a 1st written warning explaining the issue. If the problem continues or the lease violation is not minor in Agent's sole determination, a 10-day Demand for Compliance or Possession will be served on Tenant and the issues will have to cease within 10 days. If the issues have not stopped or been remedied then you will be posted with a 10-day Notice to Quit for Repeat Violation, and you will have 10-days to vacate the premises or we will proceed with the eviction process.

Lease Renewal - If you wish to renew your lease, simply email Leasing@apexpmr.com, with your address - "Lease Renewal" in the subject line.

When providing your 60-day notice to vacate please keep in mind the notice must be no later than the 2nd of the month and is always assumed to be the last day of the month. For example, notice provided on January 6th would put a lease end date of March 31st. Notices to vacate **must** be in writing and both a signed letter, through your tenant portal and/or email will be acceptable written notice.

If you need more information on possibly purchasing your rental unit, home purchasing information or qualifying for home purchase please email leasing@apexpmr.com and put in the Subject line, "Buying a home"

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8.3 ACCOUNTING RESOURCES

Rent Due - Rent is due on the 1st and is late if not paid on the day it is due. If you have previously spoken with the Accounting Department on a different pay date please adhere to that date.

How to pay Rent - You should pay rent online via your Tenant Portal which was emailed to you upon move in, you may also mail in a **money order and/or cashier's check** to our PO Box 140395, Lakewood, CO 80214, and you may use pay near me slips that can be emailed or mailed to you, for use at 711 or Ace Cash Express. **WE DO NOT ACCEPT PERSONAL CHECKS FOR ANY REASON.** Please keep in mind if you mail a money order/cashier's check, payment must be in our office within seven days of the due date to avoid late fees.

Late Payment - If you anticipate you will be late on rent please email us at accounting@apexpmr.com with the expected payment dates and amounts. Agent reserves the right to deactivate the Tenant Portal at any time once rent is late and require payment in **FULL AND CERTIFIED FUNDS**. Agent reserves the right due to routine late payments to permanently deactivate Tenant Portal payment options and require payment in certified funds in full for remainder of the lease or until Agent agrees to reactive Tenant Portal online options.

accounting@apexpmr.com, with your address - "Late Paying", in the subject line. We do our best to accommodate special circumstances, but it is always best to first speak with a bookkeeper prior to paying late.

Postings - If you have been posted with a Demand for Compliance for Rent and/or other unpaid sums, please contact the office immediately as the eviction process may be initiated.

8.4 MAINTENANCE RESOURCES

The **BEST** way to reach the Maintenance Department to submit a work order would be through your "Tenant Portal", and then click "New Maintenance Request" to describe the issue. **NOTE: If the contact number that you originally gave us has changed, please send your BEST contact number to ensure that our contractors/techs can set up an appointment with you in a timely manner.**

You can also email us at **maintenance@apexpmr.com**. If you don't reach us right away, please leave a message with your name, address, best contact number and description of maintenance issue. Except in the event of an emergency, if you leave a message after-hours for our Maintenance Department, we will respond to your call the next business day. Please keep in mind that we may have to call you back for more information, or to ask you specific questions regarding your request before we can send it out to a contractor. Please do not leave duplicate messages as this will only slow response times.

Notice: all documentation, photos, and notes identified during the Bi-Annual Routine Inspections **DOES NOT** constitute a work order submission and does not guarantee a work order will be created. Tenants are required to submit all work order requests through the Tenant Portal, or in emergencies after 5p.m. and on weekends via the emergency phone at 720-705-7798.

For emergency calls (**no heat, interior flooding, electrical issues, doors/window broken**) please call our after-hours emergency line immediately, **720-705-7798**. When leaving a message please ensure to leave the best contact number in your message. In case of fire, police or medical emergencies, call 911. You can mail or personally deliver written notice of an uninhabitable condition conditions to the following address: 1700 N Lincoln St, Denver, CO 80203, by email at the following address: all@apexpmr.com, or through our online tenant portal or platform with a web address of: <https://apexpmr.com>

Once a vendor and/or Agent's maintenance tech are scheduled to complete your request you will need to ensure locks have not been changed or a correct key has been provided to the office. If you fail to adhere to this agreement, you may be charged a trip fee for missed appointments. If there is any reason why your maintenance appointment must be delayed, please call the contractor and/or our office in advance to avoid any associated fees.

We rely on tenants to be responsive in terms of maintenance requests as well. We need your help to respond to any vendor delays. If your appointment is missed by the contractor, or you have not heard from the contractor within a couple days of reporting your maintenance issue, please call our office.

Our maintenance team is typically speaking with owners and vendors all day so please feel free to leave a message in the general voice mail and our maintenance team will follow up with you. If your issues is an emergency please state this in your message and the next available maintenance team member will immediately follow up with you.

By initialing below, you acknowledge and agree to the terms in Section 8.

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9. Rental Verification

9.1 PROVIDING RENTAL VERIFICATION

Agent partners with RenterGrade.com to provide rental references. RenterGrade Inc. is a 3rd-party company that organizes rental reference reviews from landlords for prior tenant(s). The questions below are what Agent will answer to provide a rental verification for tenant(s).

- Tenant(s)
- Tenant(s) Address
- How long has/did the referenced Tenant(s) reside at this address?
- To your knowledge, how many occupants lived in this address?
- What was the monthly rent?
- Was the referenced Tenant(s) ever late in paying rent? If yes, how many times?
- Did referenced Tenant(s) have any payments returned for NSF?
- Did referenced Tenant(s) provide proper notice to vacate?
- Did referenced Tenant(s) break their lease?
- Did referenced Tenant(s) have any lease violations during their residency? If yes, please explain.
- If referenced Tenant(s) has moved out did they leave their premises in acceptable condition? Is there any owed balance?
- Would you re-rent to referenced Tenant(s) again?

Agent will provide name and identification information for rental verification but this information is never shared, marketed or used for any other purposes than identifying resident(s) by RenterGrade Inc. Agent will be required to provide any documentation to confirm reports and can be provided to Tenant(s) upon request and when available by Agent. By signing this disclosure Tenant(s) give Agent authorization to share the requested information only upon providing notice to vacate or vacating the unit.

By initialing below, you acknowledge and agree to the terms in Section 9.

X _____
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10. Sign and Accept

10.1 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.

X _____
Lessee

Date Signed _____

X

Lessor

Date Signed