Employee Residential Rental Agreement

This is a legally binding contract. Read the entire document carefully before signing.

Parties: _____
being all the allowed Occupants of the Premises eighteen years of age or older (hereinafter collectively referred to as

"Resident")**; and** _____
being all the allowed Occupants of the Premises under the age of eighteen; **and** the herein named rental unit owner (hereinafter referred to as "Owner").

THIS AGREEMENT, entered into the date first written below is between the parties listed herein for the Premises located as follows:

Premises: _____ located in _____ County, State of Colorado (herein referred to as the "Premises") is for use as a private residence only, according to terms set forth herein. No other occupants shall reside in the Premises except as listed above. Occupancy by guests remaining over three (3) days will be considered to be a violation of this provision unless prior written consent is given by Owner.

Rent and Fees: Monthly rent $ _____ Pro-rata rent for move-in from to in the amount of **$** _____
Late Fee $**75.00** plus $**10.00** per day after and inclusive of the **4th** day of each month
Parking Fee (monthly) $_____ Service of Notice Fee $**50.00** Lease Initiation Fee $**100.00**
Security Deposit $_____ Employee Discount $_____per month so long as employed

Term: This agreement is an **AT-WILL TENANCY.** The term shall commence on the _____ day of _____, 20_____. Occupancy will start on the commencement. Additionally, Owner may increase the rent upon thirty (30) days written notice. Resident agrees that it is obligated to vacate the premises within five (5) days of termination of its employment with Owner unless a new and separate agreement in writing is executed by all parties. The Lease Initiation Fee above shall be paid upon execution of this agreement and shall be deemed consideration for the institution of this agreement and is not a deposit. It is agreed that although rent is calculated and to be paid monthly, this agreement does not constitute a tenancy for any term. Nothing herein shall be construed to create any tenancy other than an at-will tenancy.

Security Deposit: Resident agrees that security deposit above shall be payable on/or before signing of this agreement. Any sums due or owing by Resident to Owner may at any time be deducted from said deposit; deductions shall be used to pay non-rent items first. Resident agrees to promptly reimburse the security deposit within three (3) days after notice is given and Resident may not apply any portion of the security deposit to any month's rent. ***Resident's security deposit will be refunded in full, if all of the conditions of this agreement are fulfilled, including:***

a. The full agreement term has expired or the agreement has been terminated without default of Resident and Resident has not "held over". "Held over" means the Resident is still in possession of the Premises after either party has given the other notice of termination.

b. Resident has provided a written sixty (60) day notice of intent to vacate to Owner prior to the original date of termination or original expiration and/or sixty (60) days prior to the last day of the month Resident intends upon vacating. This provision does not allow Resident to terminate the lease prior to the expiration of the initial term but does require at least sixty (60) days notice of intent to vacate at all times.

c. Resident has no other monies due pursuant to any term or condition of this agreement or any other amounts due to Owner from any other agreement, arrangement, addendum, or other indebtedness.

d. Resident has thoroughly cleaned the Premises, appliances, and fixtures. Resident acknowledges that there are specific charges that Owner may charge for cleaning and damages. Those charges are agreed to by Resident and Resident does affirmatively agree to have Owner's agents inspect the Premises prior to move-out. The Owner will be entitled to and may deduct from the security deposit monies due pursuant to the Owner's cleaning charge list and all other reasonable charges to accomplish cleaning and also to repair damage beyond ordinary wear and tear to allow the Premises to be re-rented.

e. All individuals using or occupying the Premises have surrendered the Premises to Owner, and all keys to the mailbox, storage rooms, Premises, and all other keys related to the Premises are turned in to the Owner.

2. Within sixty (60) days following the later of Resident's surrender of said Premises to Owner, Owner will forward the balance of the security deposit less all deductions with an itemized statement of any deductions made to the last known address of Resident.

3. It is the Resident's obligation to provide Owner with all required notices prior to move-out and arrange for an inspection of the Premises by Owner using the Move-In and Move-Out Inventory and Condition Form. Resident agrees to the charges as stated and as may be amended on the Move-out Form. In the event there are charges in excess of the security deposit, Resident agrees to pay such amount upon demand.

Move-Out Notice: Written notice to vacate must be given to Owner's representative by Resident prior to move-out. agreement with Owner.

Credit Checks Resident agrees that Owner may conduct background, criminal history, and credit checks at any time after application, during the term of this agreement or thereafter so long as Resident has an outstanding balance due to Owner. Resident agrees to inform Owner of any changes in employment for so long as Resident has obligations owing to Owner.

Employment: Resident agrees that it is entitled to an employee discount for those days which it is actually employed. Upon termination of employment. The employee discount shall be terminated and rental amounts shall be pro-rated for the remainder of the occupancy based upon the monthly rental rate divided by 30 for each day in the premises after termination of employment. Such amounts shall be due and payable daily.

Rules & Regulations Resident, its guests and other occupants shall comply with all written rules and regulations which shall be considered part of this lease. Such rules and regulations shall be available for review from Owner upon request during normal business hours. Owner may make reasonable rule changes if made in writing and notice is given to Resident. Resident agrees that the conduct of Resident, his guests or other occupants shall not be disorderly, boisterous or unlawful and shall not disturb the rights, comforts, or convenience of other persons. For the purposes of this agreement, any person in the Premises or coming to or from the Premises shall be considered a guest of Resident. Resident shall not interrupt Owner's business operations and shall not communicate with owner's representatives in an unreasonably hostile manner. Resident shall be liable to Owner for damages caused by Resident or any third-party including, but not limited to guests or other occupants. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress. The Premises and other areas which are reserved for Resident's private use shall be kept clean and sanitary by resident. Garbage shall be disposed of only in appropriate receptacles. Swimming pools, storage rooms, laundry rooms and other facilities, amenities, and common areas are available to Resident as a privilege and not a right granted under this agreement, and are to be used wholly at the user's risk. Any person including Resident may be restricted from usage at Owner's sole discretion. All written rules may be enforced through Owner's representatives or agents and Residents shall hold same harmless for reasonable enforcement. Owner may regulate the manner, time and place of all parking. Owner may regulate, limit, or prohibit from the Premises and the areas owned by Owner the following: motorcycles, bicycles, tricycles, skateboards, weight equipment, treadmills, recreational vehicles, boats, trailers, inoperable vehicles, furniture movers, delivery men, solicitors, guests who have lived or stayed in Resident's Premises without Owner's prior written permission, former tenants, and guests who, in the Owner's reasonable judgment, have been disturbing the peace, disturbing other residents, may cause a threat to other tenants or who have or may be violating rules and regulations. Resident acknowledges the review of such rules and regulations and agrees to be bound by them. Such rules may be changed or modified at any time with thirty days notice to Resident. Owner does not warrant or represent that any third-party, including, but not limited to residents within the community, will abide by the rules and regulations, the terms of any lease agreements, or any applicable laws. Resident specifically agrees to bear the risk that any third-party may annoy, disturb, offend or harm Resident.

Release of Resident Resident will be subject to the same release standards as imposed by savings and loan and mortgage companies, (i.e., Resident will not be released on grounds of voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, divorce, loss of co-residents, bad health, problems with other tenants, or any other reasons, unless otherwise provided in this agreement or mandated by law). Upon vacating prior to the expiration of the term, this Agreement shall remain enforced in full, with all monies and future rent immediately due and payable. In the event Resident files a bankruptcy during its tenancy, this agreement shall be deemed to be a tenancy at will with rent payable daily and calculated at the monthly rate divided by 30, all other obligations shall remain in effect.

Premises Condition Resident has the right to inspect the Premises prior to signing this agreement and Resident agrees to conduct whatever inspection of the Premises is needed prior to signing this lease. Resident acknowledges that the Premises have been inspected, are satisfactory in condition, and all existing damages have been acknowledged by Owner. Resident by taking possession of the Premises evidences the fact that the Premises (including appliances, furnishings, and fixtures) are in clean, safe, sanitary and good-working condition and that any exception has been delivered to Owner in writing within 48 hours of taking of possession of the Premises. Owner makes no warranty of any kind, expressed or implied, and relies upon the fact that Resident has inspected the Premises. Resident agrees to maintain the Premises, appliances, furnishings, and fixtures in good condition throughout the term of this agreement (excepting normal wear and tear). Resident will return the Premises to the Owner in the same condition as when Resident moved in (subject to normal wear and tear). Resident agrees to make no alteration to the Premises (including painting, wallpapering, stickers, new locks, etc.) without first obtaining the prior written consent of the Owner.

Repairs Resident agrees to request all repairs and services **in writing** from Owner's designated representative. Owner shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance which require such interruption. In case of malfunctions of equipment or utility damage by fire, water, or other cause, Resident shall notify Owner's representatives immediately. Owner shall act with due diligence in making repairs; the lease shall continue, and rent shall not abate during such periods. Resident will also be responsible for, and will reimburse Owner for, any damages or loss caused by the negligence, carelessness, abuse or intentional misconduct of Resident or any third-party, including, but not limited to Resident's family, occupants, pets, or guests. If the damage to the Premises, regardless of how caused, is substantial in the reasonable judgment of Owner, Owner may terminate this lease by giving written notice to Resident. The costs of repairs, restorations and replacements shall be paid for by the Owner if rendered necessary by normal wear and tear. Otherwise, if such repairs, alterations or replacements are rendered necessary by the negligence, carelessness, accident or abuse of Resident and/or Resident's guests then all such costs shall be paid by Resident. Resident agrees to reimburse Owner for all such costs within three (3) days of notice. Such reimbursement shall be a priority payment over all other obligations of Resident to Owner. Owner may periodically deduct such costs from Resident's security deposit and Resident agrees to promptly reimburse security deposit to its original amount. It is agreed that Owner carries insurance for its protection and that Resident is not a beneficiary of such insurance. **Resident shall be responsible to Owner for all costs of repair for damages as stated herein regardless of Owner's insurance.**

Right of Entry Owner and Owner's agents may enter the Premises during reasonable hours with or without notice in order to inspect, make repairs, provide general or preventive maintenance, replace filters, leave any notices or other reasonable business purposes while Resident is present in the Premises. If resident is not present at the Premises, then owner will have the same right to make such entries by duplicate or master key but will leave written notice of and the reason for any such entry made. If, in Owner's opinion, there exists an emergency or a violation of this agreement exists, Owner may enter without notice at any time for any inspection, repair, or to determine the condition or occupancy of the Premises. It is the intent of the parties hereto that this provision grant to Owner immediate access if Resident is in default of any term of this agreement and that this provision be interpreted with the existing law to grant as broad and timely access as possible and permissible. Any request for maintenance or repairs shall be deemed to give Owner authority to enter the Premises without further permission. Owner may secure the Premises at any time Owner deems, in its sole discretion, that they security of the Premises may have been compromised, including but not limited to death of a Resident, incarceration or hospitalization of a Resident, usage of the Premises by non-residents, and protection of Owner's security. Owner may provide entry to the Premises to any representative of any government law enforcement agency with or without a warrant or court order. Further Resident hereby authorizes Owner to disclose the identity and contact information of Resident and any other person believed to be present at the Premises to any governmental agency including law enforcement officials and census takers.

Mold & Mildew Resident shall keep the Premises free of mold and mildew and shall prevent water at the Premises from leaking into other areas of the Owner's property. Resident agrees to defend, indemnify and hold harmless Owner against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to, attorney's fees and court costs, that may be made as against Owner (its officers, directors, employees, agents, managers, and affiliates) as a result of or arising out of the growth or proliferation of mold or mildew within the Premises. Resident further agrees that Owner shall not be liable for any damages caused to Resident, Resident's guests, occupants, or any property within the Premises resulting from mold or mildew. Resident shall indemnify Owner from any liability relating to mold or mildew resulting from damages to any person or property within Resident's Premises regardless of the source of the mold or mildew. Resident agrees to immediately notify Owner of the existence of any water leak, mold or mildew within the Premises.

Military Clause In the event Resident is or becomes a member of the Armed Forces on extended active duty and receives change of station orders to permanently depart the local area, then Resident may terminate this agreement by giving thirty (30) days written notice as provided herein and by the Act. Resident agrees to furnish Owner a certified copy of his official orders which warrant termination of this agreement. Permission for base housing does not constitute a permanent order. Other termination as provided under the Servicemembers' Civil Relief Act will be allowed as provided by that Act.

Termination: In the event Employee/Resident is terminated or terminates its employment with Owner for any reason or cause, Employee/Resident agrees to vacate the premises within five (5) days of such termination. It is agreed that notice of termination, however given, Shall be notice as notice as required by Colorado Code, and shall entitled Owner to expect Employee/Resident to vacate within five (5) days. Failure to do so shall be deemed an unlawful detainer by Employee/Resident and shall entitled Owner to treble damages based upon the above Daily Rent Amount. Employee/Resident and Owner may enter into a written agreement to allow for more or less time to vacate. Employee shall owe Owner rent at the above amount commencing the day after termination.

Keys: Employee/Resident agrees to return all keys and other items that are the property of Owner within twenty-four (24) hours of termination. Failure to do so will entitle Owner to damages agreed to be $50 per day. Failure to return keys that results in Owner being required to re-key the premises will resulting Employee/Resident paying those actual costs plus the damages.

Limited Liability Owner shall not be liable for any damages or losses to person or property caused by any Resident or any other person including, but not limited to, any theft, burglary, assault, vandalism or other crimes. Owner shall not be liable for any personal injury to Resident unless caused by **gross negligence** of Owner. Owner shall not be liable for damage to or loss of Resident's personal property (furniture, jewelry, clothing, etc.) from any cause including but not limited to fire, flood, water leaks, theft, rain, hail, ice, snow, smoke, structural problems, explosions, interruptions of utilities or acts of God or negligent behavior of Owner or its agents. **OWNER STRONGLY RECOMMENDS THAT RESIDENT SECURE RENTERS INSURANCE TO PROTECT AGAINST ALL OF THE ABOVE OCCURRENCES.** In the event Resident fails to obtain a renter's insurance policy, Owner shall have the option of imposing the Insurance Waiver Fee to reimburse Owner for administrative costs associated with Residents election not to carry insurance. This Insurance Waiver fee is not an insurance premium and does not constitute any agreement by Owner to obtain insurance on Resident's behalf. Resident agrees to indemnify and hold harmless Owner and its representatives from any and all liability for actions or inactions of Resident which cause damage or injury to any party or person. Resident agrees that locks and latches are acceptable subject to Owner's duty to make needed repairs upon request of Resident. Upon payment of a reasonable charge, Resident shall have the right to require Owner to change (re-key) a door lock for a fee. Resident may not place its own locks on the Premises. Resident shall pay for and replace smoke detector batteries as needed. If Owner's employees are requested to render services not contemplated in this agreement, Resident agrees to hold Owner harmless for all liability regarding the same. This agreement is subordinate to all present or future mortgages or security interests placed on the property of which these Premises are a part; and subject to the provisions of any regulatory agreement with any Housing Authority and others that burden such property. Owner may provide security patrols and/or security equipment for the purpose of protecting its property. However, Owner will not provide any security for residents. Each Resident is responsible for its own personal security and the security of its property.

Disability It is the policy of Owner to reasonably accommodate disabilities as defined under state and federal laws. It is agreed that Resident shall notify Owner of any need relating to a disability in writing (unless prevented by the disability) to insure the proper procedures are implemented to comply with existing laws. In the event Resident fails to notify Owner in writing, Owner shall not be liable for damages suffered by Resident. It is agreed that Owner is under no obligations to accommodate Resident until proper notification with supporting documentation (if necessary) is provided to Owner.

Default by Resident The following events shall constitute events of default (a) failure to pay any rent, deposits or other amounts agreed to herein or any other sums due and owing by Resident to Owner pursuant to any terms of this agreement or any other agreement between Owner and Resident; (b) failure to perform all or any part of this agreement or a violation of this agreement or any of the rules and regulations adopted by Owner or of any law; (c) Resident's abandonment of the Premises--abandonment is hereby agreed to mean Resident's absence from the Premises for fifteen (15) consecutive days without first notifying Owner in writing and with the rent unpaid and no reasonable evidence that Resident is occupying Premises other than items of personal belongings left in said Premises OR by vacating the Premises without providing appropriate notice; (d) if Resident holds over and fails to vacate on or before the end of current lease term or the end of the month or any renewal or extension period the required move-out date without a renewal lease, the lease rate shall be the then prevailing market rate plus a $100.00 per month month-to-month fee. If Resident holds over after having given specific notice a move out date, without the written permission of the Owner, Resident shall be liable to pay triple rent for the hold-over period and to indemnify Owner and/or prospective Resident for damages including rental loss, lodging expenses and attorney's fees. Hold-over rent shall be immediately due on a daily basis and delinquent without notice or demand. Resident shall be liable to Owner for any and all costs incurred as a result of any breach by Resident.

General No oral agreements have been made. Nor shall any oral agreements be allowed between the parties during the term of Resident's occupancy. This agreement is the entire agreement between the parties and it may be modified only in writing signed by all parties except for reasonable rule changes or additions to the Owner's "Rules and Regulations." This agreement integrates all previous agreements except those entered into concurrently. All of Resident's statements in the rental application were relied upon by Owner in executing this agreement, and any misinformation therein shall be considered cause for immediate termination by Owner of Resident's right of occupancy. **Resident may not withhold rent or offset against rent** for any reason**.** In the event of more than one Resident, each Resident is jointly and severally liable for each provision of this agreement. No Resident shall be released from this agreement unless in writing. Liability under this agreement continues until all occupants and Residents vacate or a new lease is signed. In the event any Resident transfers to other premises, any amounts due for rent or damages shall automatically transfer as rent to the new premises and shall be immediately due. All obligations are to be performed in the County where the Premises are located. Owner's past delay or non-enforcement of rent payment due date or any other provision hereof shall not be a waiver thereof under any circumstances. To enforce any breach or in any lawsuit involving statutory or contractual obligations of Owner or Resident, the prevailing party shall be entitled to recover costs of collection, attorney's fees and all other costs of litigation from the non-prevailing party. **All amounts past due and/or in any lawsuit judgment shall bear interest from due date at the rate of twenty four percent (24%) per annum compounded daily.** Any clause declared invalid by law shall not invalidate the remainder of this agreement. In the event Resident brings a claim against Owner or its agents with a state or federal agency, Owner shall be entitled to recover as against Resident any attorney fees or costs and damages for its time (including an hourly rate for Owner or its agent's time) if the agency fails to make a finding against Owner. This agreement may not be assigned by Resident nor can Resident sub-let the Premises.

Miscellaneous Monthly Rent is due on or before the first day of each month by 5:00 p.m. Rent paid after such date and time is delinquent. If all rent and other accrued fees are not paid on or before the date stated in Rent and Fees above, before 5:00 p.m., Resident agrees to pay a late charge as stated above. Any check returned shall accrue a NSF charge of $50.00 which shall be in addition to the late fees and, if applicable, Service of Notice Fees. In the event, Owner determines to serve any notice upon Resident due to Resident's failure to pay rent or for Resident's violation of the rules and regulations, Resident shall be liable to Owner for the Service of Notice Fee stated above. Owner may without notice require payments in money orders or cashier's checks. Acceptance of personal checks, electronic payments or cash is not required. Electronic payments are not deemed received if paid after service of an eviction notice. Owner shall be entitled to reject and return such funds paid electronically if done so within three (3) days after Resident gives notice in writing of such payment. Resident shall notify Owner in writing when paying electronically. **Any dispute by Resident must be stated in a separate notice and not merely stated on the face or rear of a negotiable instrument**. As used in this agreement, rent shall mean all obligations of this agreement and addendums owed to Owner including but not limited to monthly rent, late fees, service fees, attorney fees, damages, month to month fees, court costs, pet fees, taxes, and security deposits. However, for accounting purposes only, payments may be applied in the following order, first to damages, security deposits, late fees, services fees, month to month fees, court costs, attorney fees, any and all other amounts due, and lastly to rent. The lease initiation fee provided herein shall be deemed to apply to the operational costs of Owner in preparation of documents, files, and such other costs incident to the leasing of the Premises. It is in addition to any application fee which may be charged. The above rental rate is for an unfurnished Premises. Resident's right to possession and all Owners' obligations are expressly contingent on prompt payment of rent, and use of the Premises by Resident is obtained only on the condition that the rent is paid on time. Payment of rent shall be an independent covenant and all monies received by Owner shall be applied first to non-rental obligations of Resident, then to the oldest rental amounts due, regardless of notations on checks. After the term above, at least thirty (30) days prior written notice is required for any rent increase or changes in any other fees. Each Resident does hereby grant to each of the other Residents herein the power to receive notices and sign documents binding all of the Residents as it may pertain to this tenancy and this agreement. By this agreement each resident herein grants a power of attorney to each other resident to bind all residents as it pertains to this agreement, addendums, notices, and pleadings which relate to this tenancy, including the ability to accept service of process and give notice to Owner.

Confidentiality: It is agreed that Owner, its employees, managers, agents, and representatives have a proprietary and vested interesting its relationships with tenants and suppliers. Employee/Resident agrees to not damage that relationship in any way not in keeping with the best interests of Owner. Employee/Resident agrees not to disclose information obtained while working for Owner for Owner to third parties or to cause or attempt to cause any disruption in the smooth operation of the management of the apartment of community. Resident agrees to vacate promptly and timely upon termination. Resident agrees to not discuss the employment circumstances, employment termination, or other such matters relating to Residents' employment with any other tenant, occupant, employee, agent, or supplier.

Rent Increases If, during the lease term, taxes (non-income), utilities, governmental fees, or other common expenses paid by Owner increase in any year in excess of ten percent (10%), Owner may increase Resident's monthly rental amount in a pro-rata amount (formula to be determined by Owner) with thirty (30) days written notice. In addition, if any utility or governmental entity creates a new fee, tax, or assessment at any time during the tenancy, such amount may be assessed directly to Resident in a pro-rata amount as stated herein or as otherwise assessed by such entity. Business license fees may be directly passed on to Resident as they are imposed by any municipality. Payment of such amount is due three (3) days after Owner sends the billing. Owner may not assess residents in an amount greater than Owner is assessed.

Illegal Activity Resident shall not engage in any criminal activity at any location during the term of this agreement. Furthermore, Resident, as well as any other person at the Premises, guest or invitee shall not engage in any criminal activity at or near the complex in which the Premises are located. Any person in the common areas with the Permission of Resident, in the Premises, or coming to or going from the Premises for any reason shall be considered a guest or invitee of Resident. Prior undisclosed or unresolved criminal acts shall also be a breach of this agreement. Resident shall notify Owner within five days of committing any criminal act during the tenancy. No person, including but not limited to Resident, shall register the address of the Premises on any list of registered sex offenders or predators or similar compilation. Owner does not warrant, represent nor guarantee whether other persons residing in or near the complex appear on any list of sex offenders and shall not be obligated to monitor or disseminate any compilations of registered sex offenders or other criminals.

Utilities: Utilities shall be used for ordinary household purposes only. Resident shall provide and pay for all utilities except those listed below or those for which a separate agreement is entered into concurrently. All utility services whether provided by Owner or Resident, are subject to interruption or temporary termination for the purpose of repairs, alterations, or improvements to the Premises or for emergency reasons. Any such interruption or temporary termination of utility service shall not constitute a default by Owner, nor is Owner liable for interruption or termination. In any event, Resident shall be responsible for its own telephone service, cable service (unless specifically stated otherwise), and any other optional service which may be deemed a utility. Resident must obtain written approval to install a satellite dish and sign an addendum to this agreement. Resident shall establish the utilities for which it is responsible in its name immediately. If Resident fails to establish the utilities, Owner may at it's option terminate this agreement or bill Resident a handling fee of $25 per utility per month. It is required that all Residents have both gas and electrical service. Owner may establish a policy for payment of pro-rating utilities that are not directly metered, including but not limited to sewer, water, and garbage. **Utilities to be paid and established by Owner:** _____

Pets Resident may not keep, allow, or maintain a pet of any kind on or near the Premises for any length of time without the prior written consent of Owner. For any violation of this provision, in addition to Owner's other remedies, Owner may charge and collect the sum of $50 per day, per violation. All costs of cleaning, de-fleaing or other damage or loss suffered on account of a violation of this section shall be promptly paid to Owner by Resident. Violation of this provision shall also allow Owner to commence eviction.

Lien: By this agreement, Resident grants to Owner a security interest in any and all property which is placed on the property of Owner pursuant to the Resident's occupancy of the Premises. This shall include any and all property in the Premises, storage areas, parking lots, common areas, or other Premises of Owner. This security interest shall become effective upon execution of this agreement. Owner shall have the right to retain such property and utilize it to satisfy any monies due under this agreement. Owner may file a security filing with any governmental agency as notice of this Lien. This security interest shall be deemed effective against all property in the Premises and shall be in addition to the Landlord's Lien. Owner may inspect the Premises at any time that there is an unpaid balance due for purposes of preparing an inventory of the secured items.

Smoking: Smoking is allowed in the Premises, but, shall be conducted by Resident in a manner that does not unreasonably disturb others. Smoking is prohibited in all common areas of the complex. Resident acknowledges that smoke from outside the Premises or from adjoining Premises may drift into the Premises. Resident releases and holds Owner harmless for any damages relating to smoke. Further Resident acknowledges that smoking damages the Premises and agrees to pay for any such damage and that no smoke damage shall be considered ordinary wear and tear.

Default by Owner Owner agrees to act with diligence to: (a) keep common areas reasonably clean, (b) maintain fixtures, furniture, hot water, heating and/or air conditioning equipment; (c) remain in substantial compliance with accepted federal, state and local laws regarding safety and sanitation, subject to Resident's obligation to keep the Premises in the condition mandated by any local building or housing code; and (d) make all reasonable repairs, subject to Resident's obligation to pay for damages caused by Resident and any third-parties.

Move in Discounts Subject to completion of the terms of this lease, Owner shall grant to Resident the following discounts: _____
_____
_____
In the event Resident fails to complete the entire term (regardless of the reason, even eviction by Owner) or violates any other term of this agreement, Owner shall be entitled to recover the amounts stated above that were discounted to Resident. It is agreed that any concession shall be deemed a rental payment deferment which shall become due and payable upon breach or at the termination of the lease unless the lease is completed wherein the deferred rental payment shall be forgiven.

Other Conditions _____
_____

This is a binding legal document. Resident acknowledges reading all of this agreement and any addendums carefully before signing. Residents are jointly and severally liable for all the terms, conditions, and payments due pursuant to this agreement.

RESIDENT OR RESIDENTS :(All Residents Must Sign)

_____Date _____

_____Date _____

_____Date _____

OWNER OR OWNER'S REPRESENTATIVE

_____

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_____ Initial