

Date of Lease Contract: October 8, 2024
(when the lease contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. **PARTIES.** This Lease Contract (sometimes referred to as the “Lease” or the “Agreement”) is between *you*, the resident(s) (*list all people signing the Lease Contract*):

Anna Lee

and *us*, the owner: 1170 Galapago Street, LLC

(*name of apartment community or title holder*). The name and address of ☒ Landlord or ☐ Landlord’s Authorized Agent is: Name: 1170 Galapago Street, LLC
Address: 1170 Galapago Street, Denver, CO 80204

If this information changes in the future, Landlord or its authorized agent will notify you by email within one business day and will post the identity of the new landlord or authorized agent in the leasing office.

You have agreed to rent Apartment No. 4-0304
at 1250 Galapago Street

(*street address*) in Denver
(*city*), Colorado, 80204 (*zip code*) (the “apartment” or the “premises”) for use as a private residence only. The terms “you” and “your” refer to all residents listed above. “You” and “Your,” regardless of whether or not specifically stated in any provision, also means occupants, family members, and guests. The terms “we,” “us,” and “our” refer to the owner listed above (or any of owner’s successors’ in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. **OCCUPANTS.** The apartment will be occupied only by you and (*list all other occupants not signing the Lease Contract*):

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 5 consecutive days without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn’t filled in, two days per month is the limit.* Upon Owner’s request, Resident shall provide in writing the name, phone number, and a copy of photo ID, of any unauthorized occupant who has occupied the premises for more than seven days in Owner’s reasonable judgment. If we claim any person is an unauthorized occupant, you must prove to us and to any court that the unauthorized person does not live at the premises.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 15th day of October, 2024, and ends at 11:59 p.m. the 31st day of October, 2025.

Renewal. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 45 (Move-Out Notice). If the number of days isn’t filled in, at least 30 days notice is required.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 1240.00, due on or before the date this Lease Contract is signed. Regardless of the purpose of any Security Deposit, Owner may apply any deposit to any sum owed by Resident. If Owner applies any portion of the Security Deposit for any purpose while Resident is in possession of the Premises, Resident shall promptly pay Owner upon demand the amount necessary to restore the Security Deposit to the original amount. Owner’s management company or representative, whose address appears at the end of this Lease Contract, shall initially hold your security deposit, subject to transfer upon sale or a change in management, as authorized by law. If Owner sells the community, upon Owner’s compliance with the applicable law, you agree to look solely to any successor Owner, or any successor Owner’s agent, broker or manager, as the case may be, for satisfaction of all claims relating to said security deposit, and shall not look to Owner. Upon a sale or change in management, you specifically consent to and authorize the transfer of your security deposit to a successor Owner or management company.

5. **KEYS.** You will be provided 2 apartment key(s), 2 mailbox key(s), 2 FOB(s), and/or _____ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 1240.00 per month for rent, payable in advance and without demand:

- ☐ at the on-site manager’s office, or
☒ at our online payment site, or
☐ at _____

or at any such other place we may designate in writing.

Rent is due (*Check One*):

- ☐ on or before the _____ day of the month prior to the month for which rent is due.
☐ on or before the last day of the month prior to the month for which rent is due.
☒ on or before the 1st day of the month.

(*If no box is checked rent is due on or before the 1st day of the month*).

You must pay your rent on or before the due date with no grace period, and we can statutorily demand you pay your rent on the day it is due or any time after. Cash is unacceptable without our prior written permission. If we have a dropbox, lockbox, or any other unattended rent drop (collectively “dropbox”) for rent payments, the dropbox is for your convenience only. You agree that any payment placed into a rent dropbox is not delivered to us unless your payment is in the dropbox when opened by us. Until any payment put in the dropbox is delivered to us, you bear the risk of loss, including by theft, of any payments, put in the dropbox. In the event you deliver a payment(s) to us, and said payment(s) is stolen from us, regardless of fault, you agree to promptly cooperate with us in tracing or replacing the stolen funds. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier’s check, money order, electronic payment, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted if the payment/ACH is rejected, does not clear, or is stopped for any reason. Rent is late if not paid by 11:59 p.m. on the day it is due. If you don’t pay all rent and other amounts due within seven (7) calendar days of it being late, you’ll pay a late charge. Your late

charge will be (*check one*): ☒ a flat rate of \$ 50.00 or ☐ _____ % (not to exceed 5%) of your total monthly rent payment. If no amounts are filled in, the late charge will be \$50 or 5% of the monthly base rent payment due, whichever is greater. Imposition of a late charge is not a grace period or a waiver of our right to demand rent on its due date, but an incentive for you to pay on time. If you pay late, you agree to pay the rent due plus all applicable late charges incurred through the date of payment regardless of whether we made a written demand for the rent. You'll also pay a charge of \$20 or actual charges, whichever is higher, for each returned check or rejected electronic payment, plus a late charge. If you are delinquent, all remedies under this Lease Contract and at law will be authorized, including eviction. You will also owe us all sheriff's fees if you are evicted and we incur sheriff's fees. You agree that any payment you make to us via an ACH, debit or credit card transaction is for your convenience, and you agree to pay the stated fee imposed by the online payment site for each ACH, debit or credit card transaction for this convenience.

Statutory Right to Cure. Pursuant to Colorado law, you have the right to pay all amounts due prior to a court entering a judgment for possession if you are being evicted for non-payment of rent. If you exercise your statutory right to pay, we only have to accept your payment if you fully pay all amounts due according to the eviction notice, as well as any rent that remains due under this Agreement. If you exercise your right to pay, you agree to pay as follows:

All rent due through the current month by bank check or certified funds.

Prorated Rent and Other Charges. If this Lease Contract commences on a date other than the FIRST day of the month, the Rent and any other charges for the partial month shall be due upon execution of the Lease Contract. Notwithstanding any preliminary calculations to the contrary, Prorated rent of \$ 680.00 is due for the period of October 15, 2024 to October 31, 2024.

- 7. UTILITIES.** We'll pay for the following items, if checked:
- ☐ water ☐ gas ☐ electricity ☐ master antenna
- ☐ wastewater ☐ trash ☐ cable TV
- ☐ other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the Lease term or renewal period ends. Cable channels that

are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

- 8. INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, mold, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

We ☒ require ☐ do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

Additionally, you are [*check one*] ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions may be a breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

- 9. LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance. Otherwise, you must pay immediately after the work is completed.

Special Provisions and “What If” Clauses

- 10. SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

Please see additional special provisions addendum.

See any additional special provisions.

- 11. EARLY MOVE-OUT.** (*Check only (1) one box*).

- ☒ **BOX 1: FUTURE RENT:**
- If this box is checked, you'll be liable to us for actual costs and losses we incur if you:
- (1) fail to give written move-out notice as required in paragraph 45 (Move-Out Notice); or

(2) move out without paying rent in full for the entire Lease Contract term or renewal period; or

(3) move out at our demand because of your default; or

(4) are judicially evicted.

Costs and losses include, but are not limited to, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, locator-service fees, future or past-due rent; repayment of concessions or discounts; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

- ☐ **BOX 2: LIQUIDATED DAMAGES:**
- If this box is checked, it replaces paragraph 11 Box 1 (Future Rent) in its entirety and you'll be liable to us for liquidated damages in the amount set forth below if you move out without paying rent in full for the entire Lease Contract term or renewal

period under any circumstances, including but not limited to if you default and we either request you move out or you are evicted.

You agree to pay us for liquidated damages in the amount of \$ _____ (if no dollar amount is filled in, the liquidated damages amount is equivalent to one month's rent) as well as pay, repay, or refund any concessions and move in discounts in the total amount set forth in the Lease Contract or Lease Addendum for Rent Concession or Other Rent Discount. You agree that the liquidated damages is an amount agreed to by you in consideration of, among other things, our waiver to seek from you future rent for the entire amount of any uncompleted rental term, plus re-letting related fees, costs, and expenses. For the reasons stated and because the re-renting of the premises after you break this Lease Contract cannot be determined with any certainty, you agree that the liquidated damages amount represents a fair amount and method to allocate the numerous risks and liabilities regarding future rent and re-letting damages. You agree the liquidated damages amount only relieves you from liability for the future payment of monthly Rent and re-letting related costs and expenses, and will not under any circumstances release you for any liability to us under this Lease Contract for any other charges or amounts due under the Lease Contract, including but not limited to unpaid utilities, cleaning charges, or any physical damages to the premises, and you will at all times remain liable for said amounts or any other breaches of the Lease Contract. We will retain all remedies for your breaches and other non-compliance with the Lease Contract. You will not be released from liability on this Lease Contract for any reason whatsoever unless specifically released by us in writing.

If neither BOX 1 nor BOX 2 above is checked, BOX 1 FUTURE RENT shall apply in the event of your early move out.

12. REIMBURSEMENT. Upon demand you must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community incurred by us due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Regardless of whether specifically stated in any applicable provision of this Lease Contract, you are always liable to us for any damage caused by you, and any occupant, child, family, member, guest, invitee, licensee, or any other person that comes on the community because of you. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from you or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. PROPERTY LEFT IN APARTMENT.

Removal After Surrender, Abandonment, or Eviction. We or law officers may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 50 (Deposit Return, Surrender and Abandonment)).

Storage. We may store, but have no duty to store, property removed after judicial eviction, surrender, or abandonment of the apartment. You must pay reasonable charges for our packing, removing, storing, and selling any property. We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe.

Redemption. If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, early move-out charges, storage, damages, etc. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

Disposition or Sale. Except for animals and property removed after the death of a sole resident, if you abandon the premises or vacate the premises upon the expiration or termination of the Lease Contract or for any reason while leaving personal property within the premises, including any parking spaces, garages, or storage units, you intentionally, specifically and irrevocably waive all title and interest you have in such property and grant us full authority to immediately dispose of the property without notice, court order, accountability, or liability. You agree to indemnify us, our employees and representatives against any claim or cost for any damages or expenses with regard to the removal, disposal or storage of any property, including attorneys' fees and costs regardless of who makes a claim against us or any other indemnified party in connection with our removal of any property. We may throw away or give to a charitable organization all items of personal property that are: (1) left in the apartment after surrender or abandonment; or (2) left outside more than 1 hour, or any period legally required, after a writ of restitution is executed, following a judicial eviction. Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies. Property not thrown away or given to charity may be disposed of as permitted by law.

14. FAILING TO PAY MOVE-IN CHARGES. If you don't pay the first month's rent, all or any other sums due and owing when or before the Lease Contract begins, all remedies pursuant to this Lease Contract and at law will apply. We also may end your right of occupancy and recover damages, early move-out charges, attorney's fees, court costs, and other lawful charges. Our rights and remedies under paragraphs 11 (Early Move-Out) and 33 (Default by Resident) apply to acceleration under this paragraph.

15. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease changes. Unless you give us required written move-out notice under paragraph 3 (Lease Term) and paragraph 46 (Move-Out Procedures), the new modified Lease Contract will begin on the date stated in the notice without necessity of your signature. If you are on month-to-month status under paragraph 3 (Lease Term), we can raise your rent or change Lease terms in accordance with this paragraph and with the law.

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Your termination notice must be in writing. After termination, you are entitled only to a refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment, or if we have offered you substitute premises of comparable location and quality at no additional cost to you.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of the date on the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days of the date on the notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. AD VALOREM TAXES/FEES AND CHARGES. Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

18. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

19. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are part of this Lease Contract. Your violation or breach of our rules is a default for which we may exercise any remedy. We may make reasonable changes to written rules, effective upon distribution to all applicable units without prior notice to you, if they do not change dollar amounts on page 1 of this Lease Contract. We may change rules without prior notice to you and regardless of whether you acknowledge receiving or consenting to any change to any rule at any time.

20. LIMITATIONS ON CONDUCT. You will use the premises as your principal residence, solely as a private residential household, not for any unlawful purposes, and or for any other purpose whatsoever. You, your occupants, and guests will show due consideration for others by not permitting, committing, or suffering any conduct, disorderly or otherwise, noise, vibration, odor, or other nuisance whatsoever having a tendency to annoy or disturb others and to use no machinery, device, or any other apparatus which would damage the premises or annoy others; and interfering with, disturbing, or threatening the rights, comfort, health, safety, convenience, quiet enjoyment, management, and use of the community by us, other residents and occupants and any of their guests, agents, invitees, or the general public. You, and any occupants, and guests may not disrupt or interfere with our business operations, or communicate with us in a rude, hostile, or unreasonable manner, including times, manner and amount of communications, or injure our reputation by making bad faith allegations against us to others. We are the sole judge of acceptable conduct.

The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles and compliance with all laws. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use and appearance of patios, balconies, windows, and porches; (2) the conduct of movers and delivery persons; and (3) recreational activities in common areas. You’ll be liable to us for damage caused by you or any guests or occupants.

We may limit or prohibit your right to photograph or video the common areas or others. We may exclude from your apartment or the apartment community, guests or others who, in our reasonable judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may deny any person access to the premises, including by changing the locks, if any court or legal order restrains or bars said person from the premises. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

21. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, shall not engage in, commit, or permit criminal or unlawful activities whether or not such unlawful activities occur in, near, off, or about the premises, including but not limited to the manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance (as defined by any law), or drug paraphernalia; engaging in or threatening

violence, possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying a knife in the common area, displaying a firearm or possessing a loaded firearm in the common area, excluding law enforcement personnel; displaying or possessing any other weapon in the common area; storing anything in closets having gas appliances, tampering with utilities or telecommunications; or bringing hazardous materials into the apartment community. You and your occupants shall not register the address of the premises or any part of the apartment community on any list of registered sex offenders or similar list or compilation. You agree that any act set forth in this paragraph constitutes a material breach of this Lease. Upon any violation of the paragraph by you, we may terminate your right to occupancy upon three days’ notice to quit.

22. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute or booted. Towing may occur without notice. We may relocate any vehicle as necessary to complete repairs in the Community. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no license plate or no registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated “no parking” area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space; or
- (14) is not displaying a parking permit, if required by landlord.

23. RELEASE OF RESIDENT. Unless you’re entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay in Occupancy), 32 (Responsibilities of Owner), or 45 (Move-Out Notice), you won’t be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

24. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member’s Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others’ safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices.

Smoke and Carbon Monoxide Detectors. We’ll furnish smoke and carbon monoxide detectors only if required by statute, and we’ll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke and carbon monoxide detectors malfunctions to us. Neither you nor others may disable neither the smoke nor carbon monoxide detectors. If you disable or damage the smoke and carbon monoxide detectors, or fail to replace a dead battery or report known smoke or carbon monoxide detectors malfunctions to us, and if your action or inaction causes loss, damage, or fines from fire, smoke, or water to us or others, you will be liable for such loss, damage, or fines.

Casualty Loss. We’re not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water

and pipe leaks, mold, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. You must maintain appropriate or reasonable climate control, ventilation, and lighting in the unit based on the circumstances. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

26. CONDITION OF THE PREMISES AND ALTERATIONS. Except for conditions materially affecting the health or safety of ordinary persons, you accept the apartment, fixtures, and furniture as is. To the extent not prohibited by law, we disclaim all implied warranties or covenants. We are not responsible for any violation of the implied covenant of quiet enjoyment that is committed by a third party acting beyond our reasonable control. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining and not damaging the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke or carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you. IF YOU OR ANY OCCUPANT CHOOSES TO ELECTRONICALLY SEND US ANY STATUTORILY REQUIRED NOTICE, YOU MUST SEND IT TO US AT

☒ THE ONLINE TENANT/MAINTENANCE PORTAL or
☐ _____

(alternative electronic method of communication).

Our complying with or responding to any oral request regarding security or non-security matters, or statutory matters, doesn't waive the strict requirement for written notices under this Lease Contract and as required by law. You must immediately notify us in writing of: water leaks; moisture accumulation; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part except as permitted by law.

Regardless of the extent of damage to the premises or any portion of the community, if we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you or would be impractical, in our sole discretion, we may terminate your tenancy or relocate you at our cost within the apartment community within a reasonable time by giving you written notice. If we terminate your tenancy under this paragraph, we'll refund prorated rent and all deposits, less lawful deductions.

28. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove any unauthorized, neglected, or abandoned animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 29 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges.

29. WHEN WE MAY ENTER. You shall allow us access to the Premises and we shall have the right to reenter the Premises at all reasonable times for any legitimate or necessary purpose which we determine in our sole discretion, including but not limited to, inspecting, providing necessary services, making necessary repairs or improvements, and showing the Premises to prospective residents or to other persons having a legitimate or necessary interest. We shall always have the right to reenter the Premises without notice, with your consent or request. Absent consent or request from you, we may reenter with notice when practical, and without notice when impractical, or with required legal notice if applicable. Any entry by

us shall not constitute an eviction in whole or in part, at any time, nor shall we be liable to you for any inconvenience or discomfort, and Rent shall not abate during any period that we reenter. We may enter regardless of whether you are present by duplicate key or by breaking a window or other means when necessary or in the event of an emergency.

30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents

are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 50 (Deposit Return, Surrender, and Abandonment or Judicial Eviction).

Replacements

31. CHANGING RESIDENTS. You may not assign or sublet without our prior written consent, which may be withheld in our absolute discretion. Replacing, adding, or subcontracting a resident is allowed only with our written consent. We may specifically condition any changes to authorized occupants upon among other things, successful completion of the application process by any proposed new resident, payment of application fees or other customary fees and charges required by new residents, and the execution of

any documents we deem necessary. The departing resident must agree in writing as to the disposition of any security deposit. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease term unless we agree otherwise in writing—even if a new Lease Contract is signed. You may not advertise or sublease the premises as a short-term or vacation rental via airbnb, Homeaway, VRBO, or similar forum.

Responsibilities of Owner and Resident

32. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 26 (Conditions of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing. 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; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, and you have complied with your legal obligations under this Lease Contract and under state statute, you may terminate your tenancy and exercise other remedies as permitted only by state statute.

33. DEFAULT BY RESIDENT. You shall be in default if you break or fail to observe or perform any promise, agreement, or covenant set forth in this Agreement or any Addendum, including but not limited to your failure to timely and fully pay any Rent and other amounts due, abandoning or vacating the premises without fully performing all Lease terms and conditions, or if you shall make any misrepresentation. Regardless, of whether specifically stated in any Lease provisions or Addendum, you are always responsible for the conduct of, shall be liable for, and shall also be in default if any occupant, family member, children, guest, invitee, or any other person in or about the premises, coming to or leaving the premises, or on Owner's Property due to you, or with your knowledge or consent breaches or fails to observe any of your covenants, promises, or obligations contained in this Agreement or any Addendum. You will also be in default if you in bad faith, make any invalid complaint to an official or employee of a utility company or the government. If you fail to cure any default, provided any default can be cured, or commit a non-curable default either defined by this Agreement or by law, you shall be in breach of this Agreement and Owner shall have all remedies provided in this Agreement and at law.

False Application. You executed this Lease Contract after completing a Rental Application. You acknowledge that we entered into this Lease Contract in reliance on the information contained in your Rental Application. If it is determined at any time that such information is incorrect, false, or materially misleading, we shall have the option to terminate your right of occupancy upon three days' notice to quit.

Right to cure. Unless we have the specific right to terminate your right of occupancy, you have a statutory right to cure all violations other than non-payment of rent violations within 10 days.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Eviction. If you default, we may end your right of occupancy by giving you written notice required by statute or by this Lease Contract. Notice may be by: (1) personal delivery to any resident; (2) personal delivery at the apartment to any occupant over 16 years old; or (3) affixing the notice to the apartment's main entry door. Unless we have specifically released you in writing, termination of your possession rights or subsequent reletting doesn't release you from liability for early move-out charges or other lease obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings.

Acceleration of Future Rent. Unless damages are liquidated pursuant to paragraph 11 (Early Move-Out), all future monthly rent for the rest of the Lease term or renewal period will be accelerated automatically without notice or demand and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) you've not paid all rent for the entire Lease term or renewal period. Unless damages are liquidated pursuant to paragraph 11 (Early Move-Out), remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Holdover. You or any occupant, invitee, or guest must not wrongfully hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a wrongful holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the Lease term of a new resident—for up to one month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out without fully performing all of your Lease Contract covenants, you will pay, repay, or refund to us any amounts stated to be rental discounts in this Lease Contract or any addendum, in addition to other sums due. Upon your default, we have all other legal remedies, including tenancy termination. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the court shall award the prevailing party from the non-prevailing party attorney's fees and all other litigation costs following a determination by the court that the party prevailed and that the fees and costs are reasonable. If the landlord has filed an eviction due to your lease breach, including breaching for non-payment of rent, regardless of outcome or disposition by the Court, you agree that the Court upon request shall make a determination who the prevailing party was in any eviction and whether any attorneys' 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, you and we agree that a court in any subsequent action between us shall make that determination.

(check if applicable) ☐ **Cap on Attorneys' Fees.** The attorneys' fees and costs awarded to the prevailing party shall not exceed \$2,500.00.

Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). Except for unpaid rent and late charges, all other unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if

you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. In the event Box 1 in paragraph 11 (Early Move-Out) is checked, we will exercise customary diligence to relet and mitigate damages, and we'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

34. **ENTIRE AGREEMENT.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.
35. **NO AUTHORITY TO AMEND UNLESS IN WRITING.**
Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.
36. **NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.
37. **NOTICE.** Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.
38. **MISCELLANEOUS.**

A. All of your obligations under this Lease Contract (including payment of all sums) are independent covenants.

B. A violation on our part is not a defense to eviction.

C. Exercising one remedy won't constitute an election or waiver of other remedies.

D. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.

E. All remedies are cumulative.

F. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.

G. This Lease Contract binds subsequent owners.

H. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.

I. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.

J. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.

K. All Lease Contract obligations must be performed in the county where the apartment is located.

L. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
39. **WAIVER OF JURY TRIAL.** To minimize legal expenses and, to the extent allowed by law, you and we agree that in any legal proceedings in which we are seeking possession of the Apartment from you, a trial shall be to a judge and not a jury.

40. **CONTACTING YOU.** By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.
41. **OBLIGATION TO VACATE.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.
42. **FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.
43. **PAYMENTS.** At our option and without notice, we may apply money received (other than late charges under paragraph 6 (Rent and Late Charges) and sale proceeds under paragraph 13 (Property Left in Apartment)) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than base monthly rent are due upon our demand. After the due date and any legally required demand or cure period, we do not have to accept the rent or any other payments.
44. **ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

45. **MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, including a month-to-month lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the early move-out charges under paragraph 11 (Early Move-Out) except if you are able to terminate your tenancy under the statutory rights explained under paragraph 23 (Release of Resident) or any other applicable laws. All notices to vacate must be in writing and must provide the date by which you intend to

vacate. If your notice does not comply with the time requirements of paragraph 3 (Lease Term), even if you move on the last day in the lease term, you agree to pay and are liable for our actual losses incurred, regardless of whether you occupy the premises for the entire notice period. If your lease term is month-to-month, your advance written notice of your move out date must be at least the number of days of notice required in paragraph 3 (Lease Term) and your move-out date must be on the last day of a month. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.

46. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless you and we both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in early move-out charges under paragraphs 11 (Early Move-Out) and 33 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 60-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

47. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

48. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

49. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.**

Normal wear and tear excepted, you'll be liable for and you agree that we may deduct from your security deposit for the following charges, if applicable: unpaid rent; unpaid utilities; unpaid late charges; agreed early move-out charges; unreimbursed service charges; repairs or damages caused by smoke or smoking, negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or storing property under paragraph 13 (Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, sheriff's fees, court costs, and filing fees actually paid; and any other sums due
- under this Lease Contract. 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 attorneys' fees and costs and the non-prevailing party shall be liable to the prevailing party for payment of any court awarded attorney's fees and costs.

You'll be liable to us for, and we may deduct from your security deposit: (1) charges for replacing all keys and access devices if you fail to return them on or before your actual move-out date; and (2) or all other charges, damages and fees pursuant to this Lease Contract.

50. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT OR JUDICIAL EVICTION.**

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 60 days after surrender or abandonment, unless statutes provide otherwise.

Upon move out, you will deliver to us at the onsite Management Office all keys to the premises, access cards or devices and remotes (collectively "keys") issued by us to you to avoid disputes over the date you vacated and surrendered the premises. You have not vacated and surrendered possession of the premises to us until and unless you have either turned in all keys to the premises and we have acknowledged receipt of your keys, or you have abandoned the premises in our reasonable judgment. If you fail to turn in keys, you agree that you will be liable for rent and any other damages in accordance with this Lease Contract through the date we determine that you vacated and surrendered the premises in our reasonable judgment.

You have abandoned the premises if your personal belongings have been substantially removed, and you do not appear to be living in the premises in our reasonable judgment and if any of the following have occurred: (1) your written move out date has passed; (2) we are in the process of judicially evicting you for any reason; (3) you've been in default for non-payment of rent for 10 consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned. An apartment is also "abandoned" 10 days after the death of a sole resident.

Surrender, abandonment, or judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 - Property Left in Apartment), but do not affect our mitigation obligations (paragraph 33 - Default by Resident).
- Severability, Originals and Attachments, and Signatures
51. **SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

52. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. You agree that your failure to notify us within 10 days of signing this Lease Contract that you did not receive a copy of the fully signed Lease Contract will be your acknowledgment that you received a copy from us. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. In filling out, processing, and completing this Lease Contract some clerical, scrivener, human, computer and/or mathematical errors may occur. Regardless of the cause of any error or mistake, you agree to cooperate with us by signing or resigning any document necessary to correct any mistake or error upon our request. Your failure to cooperate or failure to sign or resign any document is a default of this Lease Contract. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease
- is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

53. **ACKNOWLEDGEMENTS.** By signing this Lease Contract, you acknowledge that: (a) you received a disclosure from us about our application fees before you submitted your rental application; (b) you received a receipt from us for the application fees and deposits you paid at the time of your application; (c) you received any statutorily required disclosures from us regarding any known pest control issues affecting the premises.
- You are legally bound by this document.
Read it carefully before signing.
- Resident or Residents (all sign below)
- ANNA O LEE
- Owner or Owner's Representative (signing on behalf of owner)
- © 2024, National Apartment Association, Inc. - 3/2024, Colorado
- Page 8 of 9

Address and phone number of owner's representative for notice purposes

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1)

10/08/2024

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2) _____

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DWELLING DESCRIPTION. 1250 Galapago Street

(street address), 4-0304 (unit no. if applicable) in Denver (city),

Colorado, 80204 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: October 8, 2024

Owner's Name: 1170 Galapago Street, LLC

Residents (list all residents): Anna Lee

There will be a \$5 monthly Convergent Billing Admin Fee charged per household. There will be a one time Convergent Billing Activation Fee of \$25. There is an \$8 Electric Transfer Fee charged at move-in per household. All rental payments are required to be paid online. If with the consent of Landlord, Tenant continues in possession of the Premises after expiration of the Lease Term, any extension, or renewal, this Lease shall become a month-to-month lease, subject to all of the terms and conditions of this Lease. The Lease shall then remain in effect on a month-to-month basis until terminated by either party, in accordance with the requirements set forth in any applicable provision of this Lease. If Tenant holds over and goes month to month, Tenant will be liable for and agrees to pay a month-to-month fee in the amount \$310.00 in addition to the monthly rent currently due. The month-to-month fee is not rent or additional rent but consideration paid by Tenant to Landlord for the privilege of being allowed to occupy the Premises on a short-term basis without having to commit to a longer term, and Tenant having the flexibility to terminate the Agreement on notice required by this Agreement. If and when Landlord agrees to a new Lease term, Tenant will no longer be liable for paying the month-to-month fee. If either Tenant or Landlord gives notice to vacate, Tenant shall vacate on or before the date specified in the notice.

Resident(s) (All residents must sign)	Date of Signing Addendum
ANNA O LEE	10/08/2024
Owner or Owner's Representative	Date of Signing Addendum



Protect Your Family From Lead in Your Home



Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



March 2021

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

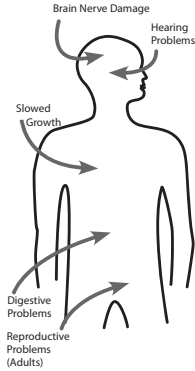
Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.



Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children’s blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot (µg/ft²) and higher for floors, including carpeted floors
- 100 µg/ft² and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot (µg/ft²) for floors, including carpeted floors
- 100 µg/ft² for interior windows sills
- 400 µg/ft² for window troughs

Abatementers are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 * Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)
Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

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, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor’s Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (*check (i) or (ii) below*):
- (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- _____
- _____
- _____
- _____
- _____
- (ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (check (i) or (ii) below):
- (i) ☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- _____
- _____
- _____
- _____
- _____
- (ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee’s Acknowledgement (*initial*)

- (c) AOL Lessee has received copies of all information listed above.
- (d) AOL Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent’s Acknowledgement (*initial*)

- (e) _____ Agent has informed the lessor of the lessor’s obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>1170 Galapago Street, LLC, 1250 Galapago Street #4-0304</u>		<u>Denver</u>	
Apartment Name & unit number OR street address of dwelling		City	
<u>ANNA O LEE</u>	<u>10/08/2024</u>		
Lessee (Resident)	Date	Lessee (Resident)	Date
Lessee (Resident)	Date	Lessee (Resident)	Date
Lessee (Resident)	Date	Lessee (Resident)	Date
<u>1170 Galapago Street, LLC</u>			
Lessor (Owner)		Agent	
Date		Date	

DWELLING DESCRIPTION. 1250 Galapago Street

(street address), 4-0304 (unit no. if applicable) in Denver (city), Colorado, 80204 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: October 8, 2024

Owner's name: 1170 Galapago Street, LLC

Residents (list all residents):

Anna Lee

Within 48 hours after move-in, you must note on this form all defects, damage or safety or pest-related concerns and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below or put "none" if the items don't exist. This form protects both you (the resident) and us (the owner). We'll use it in determining what should and should not be considered your responsibility upon move-out. You are entitled to a copy of this form after it is filled out and signed by you and us.

Resident's Name: Anna Lee

Home Phone: () Work Phone: ()

Resident's Name:

Home Phone: () Work Phone: ()

Resident's Name:

Home Phone: () Work Phone: ()

Resident's Name:

Home Phone: () Work Phone: ()

Resident's Name:

Home Phone: () Work Phone: ()

Resident's Name:

Home Phone: () Work Phone: ()

☒ Move-In or ☐ Move-Out Condition (Check one)

Living Room

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Floor/Carpet

Doors, Stops, Locks

Windows, Latches, Screens

Window Coverings

Closets, Rods, Shelves

Closet Lights, Fixtures

Lamps, Bulbs

Water Stains on Walls or Ceilings

Other

Kitchen

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Floor/Carpet

Doors, Stops, Locks

Windows, Latches, Screens

Window Coverings

Cabinets, Drawers, Handles

Countertops

Stove/Oven, Trays, Pans, Shelves

Vent Hood

Refrigerator, Trays, Shelves

Refrigerator Light, Crisper

Dishwasher, Dispensers, Racks

Sink/Disposal

Microwave

Plumbing Leaks or Water Stains on Walls or Ceilings

Other

General Items

Thermostat

Cable TV or Master Antenna

A/C Filter

Washer/Dryer

Garage Door

Ceiling Fans

Exterior Doors, Screens/Screen Doors/Doorbell

Fireplace

Other

Dining Room

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Floor/Carpet

Doors, Stops, Locks

Windows, Latches, Screens

Window Coverings

Closets, Rods, Shelves

Closet Lights, Fixtures

Other

Halls

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Floor/Carpet

Doors, Stops, Locks

Closets, Rods, Shelves

Closet Lights, Fixtures

Water Stains on Walls or Ceilings

Other

Exterior (if applicable)

Patio/Yard

Fences/Gates/Gate Latches or Locks

Faucets

Balconies

Other

Bedroom (describe which one)

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Floor/Carpet

Doors, Stops, Locks

Windows, Latches, Screens

Window Coverings

Closets, Rods, Shelves

Closet Lights, Fixtures

Water Stains on Walls or Ceilings

Other

Bedroom (describe which one):

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Floor/Carpet

Doors, Stops, Locks

Windows, Latches, Screens

Window Coverings

Closets, Rods, Shelves

Closet Lights, Fixtures

Water Stains on Walls or Ceilings

Other

Bath (describe which one):

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Exhaust Fan/Heater

Floor/Carpet

Doors, Stops, Locks

Windows, Latches, Screens

Window Coverings

Sink, Faucet, Handles, Stopper

Countertops

Mirror

Cabinets, Drawers, Handles

Toilet, Paper Holder

Bathtub, Enclosure, Stopper

Shower, Doors, Rods

Tile

Plumbing Leaks or Water Stains on Walls or Ceilings

Other

Half Bath

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Exhaust Fan/Heater

Floor/Carpet

Doors, Stops, Locks

Windows, Latches, Screens

Window Coverings

Sink, Faucet, Handles, Stopper

Countertops

Mirror

Cabinets, Drawers, Handles

Toilet, Paper Holder

Tile

Plumbing Leaks or Water Stains on Walls or Ceilings

Other

Bedroom (describe which one):

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Floor/Carpet

Doors, Stops, Locks

Windows, Latches, Screens

Window Coverings

Closets, Rods, Shelves

Closet Lights, Fixtures

Water Stains on Walls or Ceilings

Other

Bath (describe which one):

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Exhaust Fan/Heater

Floor/Carpet

Doors, Stops, Locks

Windows, Latches, Screens

Window Coverings

Sink, Faucet, Handles, Stopper

Countertops

Mirror

Cabinets, Drawers, Handles

Toilet, Paper Holder

Bathtub, Enclosure, Stopper

Shower, Doors, Rods

Tile

Water Stains on Walls or Ceilings

Plumbing Leaks or Water Stains on Walls or Ceilings

Other

Safety-Related Items (Put "N/A" if not applicable)

Door Knob Locks

Keyed Deadbolt Locks

Keyless Deadbolts

Keyless Bolting Devices

Sliding Door Pin Locks

Sliding Door Latches

Sliding Door Security Bars

Doorviewers

Window Latches

Porch and Patio Lights

Smoke Detectors (push button to test)

Alarm System

Fire Extinguishers (look at charge level-BUT DON'T TEST!)

Garage Door Opener

Gate Access Card(s)

Other

Date of Move-In:

or

Date of Move-Out:

[illegible]

In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.

© 2023, National Apartment Association, Inc. Page 3 of 3 Colorado/National Apartment Association Official Form, March 2023

Please note: We consider animals a serious responsibility and a risk to each Resident in the dwelling. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other Residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. DWELLING DESCRIPTION.

1250 Galapago Street
(street address) 4-0304 (unit no. if applicable) in Denver (city), Colorado, 80204 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 8, 2024
Owner's name: 1170 Galapago Street, LLC

Residents (list all residents):

Anna Lee

The term of this Addendum is as follows:
Begins on _____, _____ and ends on _____, _____.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control. The Lease Contract is referred to in this Addendum as the "Lease Contract."

3. A. ☐ NO APPROVED ANIMALS. If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the dwelling or community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

If you are found to have unauthorized animals in your unit, you will be in violation of the Lease Contract and this Addendum and may be subject to eviction.

B. ☒ CONDITIONAL AUTHORIZATION FOR ANIMAL. If this box is checked, you may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. ANIMAL DEPOSIT. An animal deposit of \$ 300.00

☐ per animal ☐ per unit (not to exceed \$300) will be charged and will be considered an additional general security deposit (the total of general security deposits will not exceed two (2) times your monthly rent) for all purposes. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract. It is our policy to not charge a deposit for assistance animals.

5. MONTHLY PET FEE. Your monthly pet fee is \$ 35.00

☐ per animal ☐ per unit (not to exceed the greater of \$35 or 1.5% of the base rent/per unit), which must be remitted with your regularly scheduled rent payment.

6. LIABILITY NOT LIMITED. The monthly pet fee and additional security deposit under this Animal Addendum do not limit Residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

7. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or community.

Animal's name: Baymax
Type: Shiba Inu
Breed: Dog
Color: Red
Weight: _____ Age: 10
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Breed & weight restrictions apply: 1. Maximum of 2 pets per home, combined weight of pets must not exceed 160. 2. Hamsters, gerbils, mice/rats, birds, and all reptiles are not permitted without written permission from the community manager. 3. Fish (maximum tank size: 50 gallons) are allowed. 4. No ferrets or rabbits are allowed. 5. Cats: No breed restrictions. 6. Dogs: Akita, Alaskan Malamute, American Bulldog, Bull Terrier, Chow-Chow, Dalmatian, Doberman, German Shepherd, Pit Bull, American Pit Bull Terrier, American Staffordshire Terrier, American Staffordshire Bull Terrier, Rottweiler, Shar Pei, Siberian Husky and purebreds or mixes with these breeds are not permitted under any circumstances.

9. EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: _____
Address: _____
City/State/Zip: _____
Phone: _____

10. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other Residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and assistance animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: _____

- Outside, the animal may urinate or defecate *only* in these designated areas: _____

- Animals may not be tied to any fixed object anywhere outside the dwellings, except in fenced yards (if any) for your exclusive use.

- You must not let an animal other than assistance animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwellings.
- Your animal must be fed and watered inside the dwelling. Don't leave animal food or water outside the dwelling at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

11. ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every Resident who is allowed to have animals.

12. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.

13. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other Resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other Residents.

14. OUR REMOVAL OF ANIMAL. In some circumstances, we may enter the dwelling and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the dwelling for an extended period of time without food or water;
- failed to care for a sick animal;
- violated our animal rules; or
- let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

15. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.
You and all Co-Residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or

repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you’re strictly liable for the entire amount of any injury that the animal causes to a person or anyone’s property. You’ll indemnify us for all costs of litigation and attorney’s fees resulting from any such damage.

16. MOVE-OUT. When you move out, you’ll pay for defleaing, deodorizing, and shampooing to protect future Residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

17. JOINT AND SEVERAL RESPONSIBILITY. Each Resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each Resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the Resident does not own the animal.

18. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 8 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents
(All Resident’s must sign)

ANNA O LEE

Owner or Owner’s Representative
(Signs below)

Date of Signing Addendum

This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated October 8, 2024 between 1170 Galapago Street, LLC

("We" and/or "we" and/or "us") and Anna Lee

("You" and/or "you") of Apt. No. 4-0304 located at 1250 Galapago Street
(street address) in Denver, CO 80204 and is in addition to all terms and conditions in the Lease.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) **Water** service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☒ water bills will be billed by the service provider to us and then allocated to you based on the following formula: 5
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____

- b) **Sewer** service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☒ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: 5
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____

- c) **Gas** service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☒ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: 5
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____

If your Gas service is sub-metered and charged by Owner, a separate "Gas and Electric Sub-metering Addendum" is attached hereto and incorporated by reference. Any conflicting terms of the Gas and Electric Sub-metering Addendum shall supersede the terms of this Utility and Services Addendum.

- d) **Trash** service to your apartment will be paid by you either:
- ☐ directly to the service provider; or
 - ☒ trash bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☒ If flat rate is selected, the current flat rate is \$ 5.00 per month.
 - ☐ 3rd party billing company if applicable _____

- e) **Electric** service to your apartment will be paid by you either:
- ☒ directly to the utility service provider; or
 - ☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____

If your Electric service is sub-metered and charged by Owner, a separate "Gas and Electric Sub-metering Addendum" is attached hereto and incorporated by reference. Any conflicting terms of the Gas and Electric Sub-metering Addendum shall supersede the terms of this Utility and Services Addendum.

- f) **Stormwater** service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☒ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: 5
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____

- g) **Cable TV** service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____

- h) **Master Antenna** service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____

- i) **Internet** service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____
- j) **Pest Control** service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☐ pest control bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____
- k) **Valet Trash** service to your apartment and costs will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☐ bills will be billed by the service provider to us and then charged to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ Additional, replacement, and missing valet trash containers are \$ _____.
 - ☐ 3rd party billing company if applicable _____
- l) (Other) _____ service to your apartment will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
 - "2" - Calculation of your total water use based on sub-metering of hot water
 - "3" - Calculation of your total water use based on sub-metering of cold water
 - "4" - Flat rate per month
 - "5" - Allocation based on the number of persons residing in your apartment
 - "6" - Allocation based on the number of persons residing in your apartment using a ratio occupancy formula
 - "7" - Allocation based on square footage of your apartment
 - "8" - Allocation based on a combination of square footage of your apartment and the number of persons residing in your apartment
 - "9" - Allocation based on the number of bedrooms in your apartment
 - "10" - Allocation based on a lawful formula not listed here
- (Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within 3 days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment, unless we are operating under a local, state, or federal voucher or subsidy program. To the extent there are any new account, monthly administrative, or final bill fees, you shall pay such fees as indicated below.
- | | |
|-------------------------------------|---|
| New Account Fee: | \$ <u> 25.00 </u> (not to exceed \$ _____) |
| Monthly Administrative Billing Fee: | \$ _____ (not to exceed \$ <u> 25.00 </u>) |
| Final Bill Fee: | \$ _____ (not to exceed \$ _____) |
- If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. ☐ If this paragraph is checked, notwithstanding anything to the contrary in this Addendum, utilities with large fluctuations in use and therefore cost, may be billed based on a trailing 12-month average rate in order to minimize large variations in resident expense. Resident may "opt out" of this averaged billing by communicating the request in writing to the management office.
5. No later than the Lease commencement date, you will transfer into your name or account all utilities to be paid for by you. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your apartment and may charge a reasonable administration fee for billing the utility service in the amount of \$ 50.00 (not to exceed 2% of the unpaid amount or \$10). Similarly, you will not change any such utility out of your name or allow any utility to be disconnected for any reason or by any means, including but not limited to non-payment of utility bills until you vacate the apartment. You consent to any utility company notifying us of your failure to pay any utility, or of any pending disconnection. If you breach the Lease, you will be responsible for utility changes for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. You are liable for all utilities until you move out, or could have moved out, whichever date is first.
6. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
7. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the apartment unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.

8. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Addendum and at law.
9. Where lawful, if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
10. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
11. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
12. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this Addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
13. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Addendum and will supersede any conflicting provisions of this printed Addendum and/or the Lease Contract.

9. Where lawful, if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.

10. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.

11. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.

12. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this Addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

13. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Addendum and will supersede any conflicting provisions of this printed Addendum and/or the Lease Contract.

There is a \$11 per month amenity fee charged per household.

Resident Signature ANNA O LEE

Date 10/08/2024

Resident Signature _____

Date _____

Resident Signature _____

Date _____

Resident Signature _____

Date _____

Resident Signature _____

Date _____

Resident Signature _____

Date _____

Management _____

Date _____



Date: October 8, 2024
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your apartment or surrounding apartments. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. APARTMENT UNIT DESCRIPTION.

Apt. No. 4-0304, 1250 Galapago
Street

(street address) in
Denver
(city), Colorado, 80204 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 8, 2024
Owner's name: 1170 Galapago Street, LLC

Residents (list all residents):

Anna Lee

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the apartment or personal property in the apartment. You understand that we relied on your representations to us in this Addendum. If such information is false or materially misleading, then we shall have the option to terminate your tenancy upon 3 days notice to quit. You agree that we do not guarantee or warrant a bed bug free environment.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the apartment at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate, with all written instructions distributed to you and not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the apartment and building. We can select the method of treating the apartment, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring apartments to the infestation even if those apartments are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the apartment. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the apartment for a bed bug infestation on your own.

6. NOTIFICATION. You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the apartment, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the apartment.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

Via written or electronic notice. IF YOU CHOOSE TO SEND YOUR NOTICE TO US ELECTRONICALLY, YOU MUST SEND IT TO US AT ☒ THE ONLINE TENANT/MAINTENANCE PORTAL OR ☐

(alternative electronic method of communication).

7. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. If you are not fully prepared for a treatment, you agree to pay us \$ _____ per incident to reimburse us for our costs. You may only remove or destroy personal property that cannot be treated or cleaned as instructed by our qualified inspector. Any items you remove from the apartment must be disposed of off-site and not in the common areas or property's trash receptacles. If we confirm the presence or infestation of bed bugs in your apartment, we have the right to require you to temporarily vacate the apartment and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. RESPONSIBILITIES. We will be responsible for the initial costs of inspection and, if the presence of bed bugs is confirmed by a qualified inspector, the initial costs of treatment. If you knowingly and unreasonably fail to comply with inspections and treatment requirements, you will be in default of this Addendum, the Lease Contract, and state law, and you may be required to pay all reasonable costs of any necessary

treatments to your apartment and any adjoining or neighboring apartments to your apartment if the treatments arose from your noncompliance. If we confirm the presence of infestation of bed bugs after you vacate your apartment, you may be responsible for the cost of cleaning and pest control treatments. If you fail to comply with your inspection and treatment requirements and we must move other residents in order to treat adjoining or neighboring apartments to your apartment unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other apartments. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the apartment. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

9. TRANSFERS. If we allow you to transfer to another apartment in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner’s Representative
(Signs below)

ANNA O LEE

Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your apartment.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this Addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING DESCRIPTION.

1250 Galapago Street
(street address), 4-0304 (unit no., if applicable) in Denver (city), Colorado, 80204 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: October 8, 2024
Owner's name: 1170 Galapago Street, LLC

Residents (list all Residents):

Anna Lee

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for persons with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling, clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans

in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

7. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.

8. COMPLIANCE. Complying with this Addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this Addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

ANNA O LEE

Owner or Owner's Representative
(Signs here)

Date of Lease Contract

October 8, 2024

1. DWELLING DESCRIPTION.

1250 Galapago Street

(street address), 4-0304 (unit no., if applicable) in Denver (city), Colorado, 80204 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: October 8, 2024

Owner's name: 1170 Galapago Street, LLC

Residents (list all Residents):

Anna Lee

The term of this Addendum is as follows:

Begins on October 15th, 2024 and
ending on October 31st, 2025.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. GARAGE, CARPORT, OR STORAGE UNIT. You are entitled to exclusive possession of: *(check as applicable)*

☐ garage or carport attached to the dwelling;

☒ garage space number(s) 4-022

☐ carport space number(s) _____

and/or

☐ storage unit number(s) _____

All terms and conditions of the Lease Contract apply to the above areas unless modified by this Addendum.

4. SECURITY DEPOSIT(S). *Check all that apply.*

☐ **Garage.** An additional security deposit of \$ 0.00 will be charged for the garage space. We *(check one)* ☐ will consider or ☐ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract *(check one)* ☐ does or ☒ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

☐ **Carport.** An additional security deposit of \$ _____ will be charged for the carport. We *(check one)* ☐ will consider or ☐ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract *(check one)* ☐ does or ☐ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

☐ Storage Unit. An additional security deposit of \$ _____ will be charged for the storage unit. We *(check one)* ☐ will consider or ☐ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract *(check one)* ☐ does or ☐ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. MONTHLY FEE. *Check all that apply.*

☒ **Garage.** Your monthly fee will be \$ \$95.00 for the garage space, which must be remitted with your regularly scheduled monthly rent payment.

☐ **Carport.** Your monthly fee will be \$_____ for the carport, which must be remitted with your regularly scheduled monthly rent payment.

☐ **Storage Unit.** Your monthly fee will be \$_____ for the storage unit, which must be remitted with your regularly scheduled monthly rent payment.

6. USE RESTRICTIONS. Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the Lease Contract may not use the areas covered by this Addendum. No plants may be grown in such areas. No animals may be kept in such areas.

NO DANGEROUS ITEMS. Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

8. NO SMOKE, FIRE, OR CARBON MONOXIDE DETECTORS.

No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.

9. GARAGE DOOR OPENER. If an enclosed garage is furnished,

you ☒ will ☐ will not be provided with a ☐ garage door opener and/or ☒ garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.

10. SECURITY. Always remember to lock any door of a garage

or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

11. INSURANCE AND LOSS/DAMAGE TO YOUR PROPERTY.

You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We are not responsible for pest control in such areas.

12. COMPLIANCE. As allowed by law, we may periodically open

and enter garages and storerooms to ensure compliance with this Addendum. In the event we enter the garage or storerooms, we will comply with the notice provisions set forth in the Lease Contract.

13. NO LOCK CHANGES, ALTERATIONS, OR IMPROVEMENTS.
Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this Addendum will be paid for by you.

14. MOVE-OUT AND REMEDIES. Any items remaining anywhere on the community or our property after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the Lease Contract apply to areas covered by this Addendum.

15. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Outdoor parking \$75 / Indoor Parking \$95 / Storage \$40. Parking permit replacements are \$75 for both outdoor parking and indoor parking. Carport will not be provided for outdoor parking. The \$75 fee is for reservation of the outdoor parking space only All vehicles parked on the premises are required to have a visible parking pass in the windshield of the vehicle. Any vehicle while on premises without a visible parking pass is subject to being towed.

Resident or Residents
(All residents must sign here)

ANNA O LEE

Owner or Owner's Representative
(signs here)

Date of Lease Contract

October 8, 2024

This Addendum is incorporated into the Lease Contract (the “Lease”) identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: 1170 Galapago Street, LLC

Resident(s): Anna Lee

Apt. No./Address: #4-0304, 1250 Galapago Street, Denver, CO 80204

Lease Date: 10/08/2024

I. GENERAL CONDITIONS FOR USE OF APARTMENT PROPERTY AND RECREATIONAL FACILITIES.
Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, “Amenities”) located at the Apartment Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident’s adherence to the terms of the Lease, this Addendum, and the Community rules and regulations (“Rules”) in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner’s sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident’s use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)’ OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term “Owner” shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

- II. POOL.** This Community ☒ **DOES;** ☐ **DOES NOT** have a pool. When using the pool, Resident(s) agrees to the following:
- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
 - All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
 - For their safety, Residents should not swim alone.
 - Pool hours are posted at the pool.
 - No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
 - Proper swimming attire is required at all times and a swimsuit “cover up” should be worn to and from the pool.
 - No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
 - Resident(s) must accompany their guests.
 - Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

- III. FITNESS CENTER.** This Community ☒ **DOES;** ☐ **DOES NOT** have a fitness center. When using the fitness center, Resident agrees to the following:
- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
 - The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
 - Resident(s) shall carefully inspect each piece of equipment prior to Resident’s use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
 - Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person’s use that appears to be dangerous or in violation of Management Rules and Policies.
 - Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident’s physician.
 - Resident(s) will keep Fitness Center locked at all times during Resident’s visit to the Fitness Center.
 - Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
 - Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (3) _____ (5) _____
(2) _____ (4) _____ (6) _____

IV. **PACKAGE RELEASE.** This Community ☐ DOES; ☒ DOES NOT accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. **BUSINESS CENTER.** This Community ☒ DOES; ☐ DOES NOT have a business center.

Resident(s) agrees to use the business center and Community Internet, if available to Resident by Owner, at Resident(s) sole risk and according to the rules and regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information that is unlawfully obtained by a security breach, lost or damaged as a result of Resident's use of the Community Internet, on Business Center computers, or in the Business Center for any reason. Resident covenants that Resident and Resident's occupants will not: 1) share the community's wireless internet password with guests or invitees; 2) download, upload, transmit, or exchange unauthorized copies of copyrighted material (e.g. music, movies, or software) or any other content in violation of any federal, state or local laws; or 3) use the Internet for excessively high volume data transfers. If Resident or Resident's occupants intentionally or unintentionally breach this covenant (e.g. copyright infringement, security or data breach, compromising the security of Owner's computer(s)), and Owner incurs or suffers damages of any kind, including claims made by third-parties, Resident agrees to indemnify Owner for any and all damages, including reasonable attorney's fees and legal costs. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to _____ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 1 vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, may be towed at the vehicle owner's expense after a 24 hour notice is placed on the vehicle; however, towing may occur without notice. Owner may relocate any vehicle as necessary to complete repairs at the Community.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated areas.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules, regulations and other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of _____ feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- Fireplaces: Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in the apartments, near exits, stairways, breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. **EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Resident's apartment several times a year and as needed to prevent insect infestation. Owner will notify Resident in advance of extermination in Resident's Apartment, and give Resident instructions for the preparation of the Apartment and safe contact with insecticides. Resident will be responsible to prepare the Apartment for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner may prepare Resident's apartment and charge Resident accordingly. Resident must request extermination treatments in addition to those regularly provided by Owner in writing. **Resident agrees to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the apartment.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, Resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

IX. DRAPES AND SHADES. Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.

X. WATER BEDS. Resident shall not have water beds or other water furniture in the apartment without prior written permission of Owner.

XI. BALCONY or PATIO. Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.

XII. SIGNS. Resident shall not display any signs, exterior lights or markings on the apartment or any building or common areas. No awnings or other projections shall be attached to the outside of the building of which apartment is a part.

XIII. SATELLITE DISHES/ANTENNAS. You must complete a satellite addendum and abide by its terms prior to installation or use.

XIV. WAIVER/SEVERABILITY CLAUSE. No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this Addendum, the Lease Contract or any other addenda to the Lease Contract.

XV. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

[illegible]

ANNA O LEE		10/08/2024	
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Owner Representative		Date	

1. APARTMENT UNIT DESCRIPTION.

Apt. No. 4-0304, 1250 Galapago
Street

_____ (street address) in
Denver

(city), Colorado, 80204 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: October 8, 2024
Owner's name: 1170 Galapago Street, LLC

Residents (list all Residents):

Anna Lee

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. CONCESSION/DISCOUNT AGREEMENT. As consideration for your agreement to remain in your dwelling and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount. (Check all that apply)

☒ **One-Time Concession.** You will receive a One-Time Concession off the rent indicated in the Rent and Charges paragraph of the Lease Contract in the total amount of \$ 930.00. This Concession will be credited to your rent due for the month(s) of: December 2024

☐ **Monthly Discount/Concession.** The rent indicated in the Rent and Charges paragraph of the Lease Contract includes a Monthly Discount of \$ _____ per month off of the suggested rental rate for your dwelling.

☐ **Other Discount/Concession.** You will receive the following discount off the rent indicated in the Rent and Charges paragraph of the Lease Contract:
\$ _____. Reason for discount/concession below:

Resident or Residents
(All residents must sign)

ANNA O LEE

☐ **Non-Monetary Concession.** You will receive the following non-monetary concession during the term of the Lease:

4. CONCESSION CANCELLATION AND CHARGE-BACK.

The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease Contract through the entire term of your Lease.

If your tenancy is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount Agreement will be immediately terminated, and you will be required to immediately repay to the Owner the amounts of all (Check all that apply)

☒ Concessions
☐ Discounts

that you have actually received for the months you resided in the Premises, and without further notice from us.

5. MARKET RENT. The market rent for this dwelling is the rent stated in the Lease Contract. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties.

6. SPECIAL PROVISIONS. The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.

Owner agrees to a one time leasing special of rent concession equal to three weeks free (\$930.00). Tenant has requested to pay the net effective rent beginning with December 2024.

Owner or Owner's Representative
(signs here)

Date of Lease Contract
October 8, 2024



[illegible]

I have read, understand and agree to comply with the preceding provisions.

Resident or Residents
(All residents must sign here)

ANNA O LEE

Owner or Owner's Representative
(signs here)

Date of Lease Contract

October 8, 2024



1. DWELLING DESCRIPTION.
1250 Galapago Street

(street address), 4-0304 (unit no., if applicable) in Denver (city), Colorado, 80204 (zip code).

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: October 8, 2024
Owner's name: 1170 Galapago Street, LLC

Residents (list all Residents):
Anna Lee

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.
- ☒ Remote control for gate access. Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$ 50.00 non-refundable fee.
 - ☒ Cards for gate access. Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$ _____ non-refundable fee.
 - ☐ Code for gate access. Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.
- ☐ If a remote control is lost, stolen or damaged, a \$ _____ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
 - ☒ If a card is lost, stolen or damaged, a \$ 50.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ 50.00 deduction from the security deposit.
 - ☐ We may change the code(s) at any time and notify you accordingly.

5. REPORT DAMAGE OR MALFUNCTIONS. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.
6. FOLLOW WRITTEN INSTRUCTIONS. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.
7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No access control system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate access control systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

8. RULES IN USING VEHICLE GATES.
- Always approach entry and exit gates with caution and at a very slow rate of speed.
 - Never stop your car where the gate can hit your vehicle as the gate opens or closes.
 - Never follow another vehicle into an open gate. Always use your card to gain entry.
 - Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
 - Never force the gate open with your car.
 - Never get out of your vehicle while the gates are opening or closing.
 - If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
 - Do not operate the gate if there are persons nearby who might get caught in it as it opens or closes.
 - If you lose your card, please contact the management office immediately.
 - Do not give your card or code to anyone else.
 - Do not tamper with the gate or allow your occupants to tamper or play with the gates.

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Unless otherwise stated throughout this
lease or its addendums, cards and or lost
cards are included but not limited to key
fobs.

Resident or Residents
(All residents must sign here)

ANNA O LEE

Owner or Owner's Representative
(signs here)

Date of Lease Contract

October 8, 2024

Date: October 8, 2024
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. APARTMENT UNIT DESCRIPTION.

Apt. No. 4-0304, 1250 Galapago
Street

(street address) in
Denver

(city), Colorado, 80204

(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: October 8, 2024
Owner's name: 1170 Galapago Street, LLC

Residents (list all residents):

Anna Lee

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of any form of any product, especially including, but not limited to, a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED. All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any apartment, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, apartments, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces

whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any apartment or building is also prohibited by this Addendum and other provisions of the Lease Contract.

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY. Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least 50 feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your apartment ☐ is ☒ is not permitted.

The following outside areas of the community may be used for smoking: _____

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the apartments or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING. You are responsible for payment of all costs and damages to your apartment, other residents' apartments, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the apartment or building is in excess of normal wear and tear in our smoke free apartment community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their apartments, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM. We have the right to terminate your Lease Contract or right of occupancy of the apartment for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for early move-out charges pursuant to the Early Move-Out paragraph of the Lease Contract.

9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT. Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your apartment or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the apartment. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

Resident or Residents
(All residents must sign here)

ANNA O LEE

12. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Owner or Owner's Representative
(Sign here)

1. DWELLING DESCRIPTION.
1250 Galapago Street

(street address), 4-0304 (unit no., if applicable) in Denver (city), Colorado, 80204 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: October 8, 2024
Owner’s name: 1170 Galapago Street, LLC

Residents (list all Residents):

Anna Lee

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term “premises” shall include the dwelling, all common areas, all other dwellings on the property or any common areas or other dwellings on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. CRIME/DRUG FREE HOUSING. Resident, members of the Resident’s household, Resident’s guests, and all other persons affiliated with the Resident:

A. Shall not engage in any illegal or criminal activity regardless of where such illegal or criminal activity occurs. The phrase, “illegal or criminal activity” shall include, but is not limited to, the following:

- 1. Engaging in any act intended to facilitate any type of criminal activity.
- 2. Permitting the premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
- 3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in any city, county, state or federal laws, including but not limited to the State of Colorado and/or the Federal Controlled Substances Act regardless of whether or not the offense is a misdemeanor or felony.
- 4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana or marijuana concentrate, regardless of state or local laws. (So long as the use, possession, sale,

manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of the Lease Contract.)

- 5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with Resident’s dwelling.
- 6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner’s agents, or other Residents, or involving imminent, actual or substantial property damage.
- 7. Engaging in or committing any act that would be a violation of the Owner’s screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident’s application due to criminal conduct.
- 8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

B. Agree and acknowledge that Resident 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 Resident’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. Resident agrees that Resident’s affirmative duty extends to being responsible for the conduct and actions of all persons regardless of any culpability or knowledge on Resident’s part, that Resident’s affirmative duty extends to making all persons aware of Resident’s obligations, covenants, and duties under this Addendum, and that Resident’s duties extend to all conduct whether or not such conduct occurs in Resident’s dwelling. Resident may not assert as a defense in any eviction action against Resident based on violation of this Addendum that Resident did not know any person, occupant or guest was in violation of this Addendum.

C. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A SUBSTANTIAL VIOLATION AND MATERIAL NON-COMPLIANCE WITH THE LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties’ Lease Contract. It is understood that a single violation shall be good cause for termination of the Resident’s tenancy. Notwithstanding the foregoing comments, Owner may terminate Resident’s tenancy for any lawful reason, and by any lawful method, with or without good cause.

Resident waives any and all legal rights of any kind whatsoever to claim or insist that Landlord must first serve Resident with a demand for compliance or possession in order to initiate an eviction action against Resident for recovery of the premises. Upon any violation of this Addendum by Resident, Owner may terminate Resident’s right to occupancy without terminating the Lease Contract or Resident’s obligation to pay rent as set forth in the Lease Contract at Owner’s election. Owner’s termination of Resident’s right to occupancy shall be effective with right of eviction upon three (3) days notice to quit. Unless required by law, Owner shall not be required to serve any other notices upon Resident in order to terminate Resident’s right of possession.

5. **CRIMINAL CONVICTION NOT REQUIRED.** Agree that unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction and shall be by a preponderance of the evidence.

6. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this form:

Resident or Residents

(sign here)

ANNA O LEE

Date of Signing Addendum

10/08/2024

Owner or Owner's Representative

(signs here)

Date of Signing Addendum





Legally Required Notice - Denver Tenant Rights & Resources

**This notice must be provided by the landlord to the tenant
both when the lease is signed and if rent demand is served.**

Landlords may not allow any person to initiate a new occupancy of a rental property for more than 30 days unless and until the tenant has been provided a copy of an executed written lease,¹ signed by both the landlord and tenant. The landlord must provide the tenant an electronic copy of the signed lease, or paper copy if requested by the tenant, within seven days from the tenant signing the lease.²

When providing a copy of the executed written lease and at any time the landlord makes any rent demand pursuant to Colorado Revised Statutes ("C.R.S.") § 13-40-104, the landlord must provide the most current version of this tenant rights and resources notice, which can be found at denvergov.org/EvictionHelp.

This notice summarizes some of the rights and obligations of residential landlords and tenants in Denver, Colorado. This notice does not represent a complete analysis of landlord-tenant law, does not constitute legal advice, and the information in this notice can change at any time. Please check the website listed above for the most current version of this notice and refer to the Free Eviction Legal Services section on Page 3 to see if you are eligible for free legal services. This notice merely serves as a general rights and resources guide, and though it outlines those principles generally, it does not cover every law or exception that may apply in a particular situation.

For more information on the topics covered in this notice and additional information for tenants and landlords, please review the Landlord/Tenant Guidebook found at denvergov.org/EvictionHelp.

Glossary of Terms and Definitions

Answer: A written response that a tenant may file with the court in response to a landlord's complaint initiating an eviction action.

Demand for Compliance or Right to Possession (commonly referred to as the 10-Day Demand): A notice given by a landlord to a tenant requiring the tenant to comply or correct a violation of the lease or to pay past due rent within ten days. The tenant can pay the rent if rent is owed, correct the violation, or move out within ten days or the landlord can initiate an eviction action.

Dwelling unit: A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation and includes single room units

Eviction: A legal proceeding to remove a tenant from a rental property. Also known as Forcible Entry and Detainer.

Forcible Entry and Detainer (FED): Also known as an eviction action, is a process of restoring possession of the rental premises back to the landlord.

Landlord: An owner or operator of a residential rental property.

¹ D.R.M.C. § 27-240(a)

² C.R.S § 38-12-801

Lease: A written or oral contract between a landlord and tenant in which the tenant can possess and use the landlord's property for a period of time in exchange for rent.

Notice to Quit: A notice given by a landlord requiring a tenant to leave a rental property. A Notice to Quit does not give the tenant an opportunity to correct the violation and the tenant must leave the rental unit within the required time period or dispute the eviction in court. The tenant may receive this notice if they have broken the same condition of the lease several times or if they have committed a substantial violation of the lease such as an act of violence or a drug-related felony.

Security Deposit: Any advance or deposit of money to secure a tenant's performance of a lease for a rental property.

Summons and Complaint: Forms filed by a landlord with the court in order to commence litigation. The Landlord typically will file a Summons and Complaint after one of three incidents: 1) when a tenant has not paid rent; 2) when a tenant has not resolved a violation within 10 days of being provided a 10-Day Demand; or 3) if a tenant remains in the rental property after receiving a Notice to Quit. The landlord must serve a copy of the Summons and Complaint to the tenant. The Summons and Complaint will inform the tenant that the tenant must file an answer or appear in court at a certain date and time.

Tenant: A person who rents a rental property from a landlord.

Warranty of Habitability: By statute, every landlord is required to fulfill certain requirements that make a rental property fit for human habitation. The Warranty of Habitability is more particularly described on Page 5.

Writ of Restitution: A court document that allows a sheriff's deputy to remove a Tenant from a rental property. A Writ of Restitution will only be provided by a court at the conclusion of an Eviction.

Minimum Standards for Denver Dwelling Units

The Denver Housing Code³ requires an owner or operator of a dwelling unit to maintain certain minimum standards of basic equipment and facilities, lighting, ventilation, heating, insect and rodent control, safety, sanitation, utilities, space, use, and location. These minimum standards are described in [Denver Municipal Code Chapter 27](#) and in the [Rules and Regulations](#). Visit www.denvergov.org/hfhh for more information on the Residential Health and Housing program. Violations may be reported to the Denver Department of Public Health and Environment by **calling 311**.

Residential Evictions in Colorado

Colorado law requires residential landlords to follow a specific process to evict a tenant. A landlord must engage the legal process to evict a tenant and the landlord is prohibited from self-eviction outside the legal process. The law also prohibits the landlord from shutting off utilities, threatening the tenant, changing the locks without notifying the tenant, taking tenant's belongings or retaliating against tenants.

For a landlord to evict a tenant in Colorado, the landlord **must** follow specific steps required by law. (See timeline and steps listed on Page 5.) Only a court can order a tenant to leave the property and only a sheriff's deputy can enforce this court order. This process is called a Forcible Entry and Detainer (FED), the legal term for eviction. It is illegal for a landlord to try to force a tenant out without a court order.

³ D.R.M.C. § 27-16 *et seq.*

If a tenant has not paid rent or violates the terms of the lease, the landlord can give the tenant a signed “Demand for Compliance or Right to Possession.” This notice is also commonly called a “10-day demand.” The demand must clearly state the amount of rent owed or the violation of the lease to start the eviction process. The tenant can pay the rent if rent is owed, correct the violation, move out, or dispute the eviction before a judge in court. The 10-day demand requirements always apply, even if the language of the lease states that it does not.

If a tenant violates a lease multiple times and a 10-day demand was previously given, or there are more serious violations, the landlord can give the tenant a “Notice to Quit,” which does not give the tenant an opportunity to correct the violation. Instead, the tenant must leave in the allowed timeframe as defined on the Notice to Quit or dispute the eviction before a judge in court.

The landlord can serve a notice or demand to the tenant or other person occupying the premises by leaving a copy with a tenant’s family member above the age of 15 years old who resides at the property, or by posting it in an obvious place on the property, such as the front door. The 10 days to resolve the problem begin the day after the posting, even if the tenant never sees the notice.

After receiving a notice or demand described above, tenants have rights under Colorado law, depending on the reason for the notice or demand. Immigrant, undocumented, and refugee individuals and families have the same tenant rights and protections as all Denverites. **If you receive a notice, demand, or summons to court due to an eviction, you should try to get a lawyer as soon as you can.** (See the Free Eviction Legal Services section on Page 3 to see if you qualify for free legal services.) For more information about tenant rights after receiving a notice or demand and the eviction process, please review the Eviction Process section on Page 5.

Tenant Resources

RENT AND UTILITY ASSISTANCE

The Denver Department of Housing Stability has programs to help residents facing a financial hardship to prevent eviction or utility shut off. If you need help paying rent or utilities, you may be eligible to receive temporary help. Call 1-844-926-6632 , or visit denvergov.org/renthelp.

FREE EVICTION LEGAL SERVICES

The City and County of Denver provides funding for free legal services for low- and moderate-income individuals facing an eviction. Information on free legal services can be obtained from:

- Colorado Poverty Law Project: 720-772-9762 or copovertylawproject.org
- Covid-19 Eviction Defense Project: 303-838-1200 or cedproject.org
- Colorado Affordable Legal Services: 303-996-0010 or coloradoaffordablelegal.com
- Colorado Legal Services: 303-837-1313 or coloradolegalservices.org

HOUSING QUESTIONS

If you have a housing question that does not require legal advice, contact the free Colorado Housing Connects helpline to find answers. Colorado Housing Connects can help you navigate housing information and resources. Call 1-844-926-6632 or visit coloradohousingconnects.org.

Colorado State Laws on Tenant Rights

This is a list of key Colorado laws on tenant rights, but this list does not include all tenant rights. Many of these rights have some restrictions and conditions. The descriptions of each of the laws listed below is not comprehensive. **For more information on the topics covered in this notice and additional information for tenants and landlords, please review the Landlord/Tenant Guidebook found at denvergov.org/EvictionHelp.**

Bed Bugs in Residential Premises⁴

Landlords cannot rent properties known or reasonably suspected to have bedbug infestations.

Colorado Antidiscrimination Act – Housing Practices⁵

Landlords cannot refuse to show rental units to prospective tenants, deny access to rental units, or deny a lease based on disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, familial status, veteran or military status, religion, national origin, ancestry, or sources of income. ⁶ Any discriminatory housing practice violations must be filed within one year of the infraction at ccrd.colorado.gov/complaint-process.

Denver Anti-Discrimination Ordinance

Denver's Anti-Discrimination Ordinance prohibits discrimination in employment, housing and commercial space, public accommodations, educational institutions and health and welfare services. The ordinance prohibits discrimination that is based on several factors, including race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, military status, disability, protective hairstyle, and source of income. The ordinance prohibits discrimination of prospective renters based on their source of income (i.e., landlords or property managers cannot refuse to consider any lawful source of income, including housing choice vouchers, in the same manner as ordinary wage income in connection with an application for rental housing).

The Denver Anti-Discrimination Office (DADO) protects against discriminatory acts under this ordinance. Information about DADO can be found at: <https://www.denvergov.org/Government/Agencies-Departments-Offices/Human-Rights-Community-Partnerships/Divisions-Offices/Anti-Discrimination-Office>.

Eviction Process Changes⁷

Recent changes to Colorado eviction laws may be unfamiliar to people who have had previous landlord-tenant disputes or experience with the eviction process.

Eviction Protections for Residential Tenants Receiving Cash Assistance⁸

A landlord and tenant must participate in mandatory mediation prior to commencing an eviction action If the tenant receives supplemental security income, federal social security disability insurance, or cash assistance through the Colorado works program (collectively, "cash assistance).

Immigrant Tenant Protection Act⁹

Landlords cannot:

⁴ C.R.S. § 38-12-1005

⁵ C.R.S. § 24-34-501 *et seq.*

⁶ C.R.S. § 24-34-502.2

⁷ C.R.S. § 13-40-101 *et seq.*

⁸ [C.R.S. § 13-40-110](#)

⁹ C.R.S. § 38-12-1201 *et seq.*

- Request any information relating to immigration or citizenship status of a tenant unless the landlord is also the tenant's employer;
- Disclose or threaten to disclose information about a tenant's immigration or citizenship status or harass or intimidate a tenant for exercising their rights under this law;
- Refuse to enter into a rental agreement based solely on the tenant's immigration or citizenship status; or
- Bring any action to recover possession of the rental property because of the tenant's immigration or citizenship status.

Leases, Rent and Late Fees¹⁰

- Landlords are prevented from raising rent more than one time per year.¹¹
- A tenant without a written lease must be given 60 days' written notice before the rent can be raised.¹²
- Landlords cannot charge a late fee until payment is at least seven days late.
- No late fee can be greater than \$50 per month or 5% of monthly rent, whichever is more.
- Tenants cannot be evicted solely for not paying a late fee.
- If a landlord has violated the law concerning late fees, a tenant can raise that as an affirmative defense to an eviction in court.

Obligation to Maintain Residential Premises (Warranty of Habitability)¹³

The tenant's rental property must be fit for human habitation and in compliance with all applicable building, housing, and health codes. Not providing any of these items is considered a condition that interferes with life, health, and safety of the tenant, and is not allowed under Colorado law.

Pet Animal Ownership in Housing

Landlords cannot ask for or receive more than \$300 of additional security deposit from prospective or current renters as a condition of permitting the tenant's pet animal to reside in the unit. Additionally, a landlord is prohibited from receiving additional rent from a tenant for a pet animal in an amount that exceeds \$35 per month or 1.5% per month of the tenant's monthly rent, whichever is greater.

Portable Screening Report for Residential Leases¹⁴

Landlords must accept a portable screening report when considering rental applications of prospective tenants. The landlord may require that the screening report (i) was completed within the last 30 days, (ii) be made directly available to the landlord from a consumer reporting agency (agency), and (iii) be provided at no cost to the landlord.

Prohibited Provisions in Rental Agreements¹⁵

Current law prohibits a written rental agreement from including:

- An unreasonable liquidated damages clause (a predetermined fee or cost) that assigns a cost to a party stemming from an eviction notice or an eviction action that results from a violation of the rental agreement.
- A one-way, fee shifting clause that awards attorney fees and court costs only to one party. Any fee-shifting clause must award attorney fees to the prevailing party.

¹⁰ C.R.S. § 38-12-105

¹¹ C.R.S. § 38-12-702

¹² C.R.S. § 38-12-701

¹³ C.R.S. § 38-12-505

¹⁴ [C.R.S. § 38-12-901, et seq.](#)

¹⁵ [C.R.S. § 38-12-801](#)

- A provision that requires tenants to pay for a service billed to landlords by a third-party in an amount greater than 2% of the third-party's bill amount or \$10.

Protections for Residential Tenants

State law prohibits a landlord from requiring a tenant to submit a security deposit in an amount that exceeds the amount of two monthly rent payments under the rental agreement.¹⁶ If a landlord uses rental or credit history when considering a rental application, the landlord cannot consider a tenant's rental or credit history that is greater than seven years old.¹⁷

Remote Participation in Evictions¹⁸

As of January 2024, courts must allow either party or any witness in an eviction action to choose to appear in person or remotely at any return, conference, hearing, trial, or other court proceeding.

Security Deposits - Wrongful Withholding¹⁹

- A landlord cannot withhold a security deposit for normal wear and tear.
- If a landlord chooses to withhold any portion of the security deposit, the landlord must provide the tenant with a written statement listing the exact reasons for withholding any portion of the security deposit.

Victims of Sex Abuse, Stalking, Domestic Violence²⁰

Tenants may terminate their lease early if they (or their children) are the victim of unlawful sexual behavior, stalking, domestic violence, or domestic abuse, and they desire to vacate the premises due to a fear of continued danger. Landlords cannot evict tenants who are the victims of domestic violence, unlawful sexual behavior, or stalking.

Residential Eviction Timeline and Process

This is a general eviction timeline, which can vary depending on numerous factors.

Steps (more detail below)	General Timeline
Notice provided to tenant	10 days - Demand for Compliance or Right to Possession (10-day notice) for nonpayment of rent or violation of any condition or covenant of the lease agreement One to 91 days - Notice to Quit (depending on lease violations, length of tenancy, and other factors)
Summons and Complaint is filed with the court and served to the tenant	At least seven days before the hearing
First appearance in court	Seven to 14 days after summons
Trial	Seven to 10 days after the tenant files an answer, if the tenant files an answer
Issuance of the Writ of Restitution	48 hours after the judge issues a judgment against the tenant in favor of the landlord
Execution of Writ of Restitution by Sheriff's Deputy	10 days from the date the judge issues a judgment against the tenant in favor of the landlord

¹⁶ C.R.S. § 38-12-102.5

¹⁷ C.R.S. §. 38-12-904

¹⁸ [C.R.S. § 13-40-113.5](#)

¹⁹ C.R.S. § 38-12-103

²⁰ C.R.S. § 38-12-402

STEP 1: Notice Provided to Tenant

If the tenant has not paid rent or violates the terms of the lease, the landlord must give the tenant a signed “Demand for Compliance or Right to Possession.” This notice is also commonly called a “10-day demand” because it allows 10 days for the tenant to resolve the problem before the landlord can file eviction paperwork with the court. The demand must clearly state the amount of rent owed or the violation of the lease to start the eviction process. The tenant can pay the rent if rent is owed, correct the violation, move out, or dispute the eviction before a judge in court.

If the tenant violates a lease multiple times and a 10-day demand was previously given, or there are more serious violations, the landlord can post or deliver a “Notice to Quit,” which does not give the tenant an opportunity to correct the violation. Instead, the tenant must leave in the allowed timeframe as defined on the Notice to Quit (between one and 91 days) or dispute the eviction before a judge in court.

STEP 2: The Complaint is Filed and Served

If the tenant doesn’t resolve the lease violation and/or pay the rent owed during the 10-day period, the landlord may file the paperwork with the court to continue the eviction process. These forms are known as the Summons and Complaint. Within one business day after filing, the landlord must serve a copy of the Summons and Complaint, including all exhibits, to the tenant.

STEP 3: Court Hearing on Eviction

The court clerk will schedule an initial hearing for a date that is seven to 14 days after the initial filing, but the tenant must have received the Summons and Complaint at least seven days before the hearing.

IF THE TENANT DOES NOT COME TO COURT FOR THE INITIAL HEARING and does not file a timely Answer to the court, the court may automatically grant default judgment in favor of the landlord. This will result in a writ of restitution being issued and you can be removed from your rental property.

IF THE TENANTS DOES APPEAR IN COURT AND FILES A TIMELY ANSWER, there are several options:

1. Tenants can file their Answer in court at any time on or before the day the Answer is due. Then the Court must set the trial at least seven days (and no more than 10 days) after the Answer is filed.
2. The tenant can agree to voluntarily vacate the property, or the tenant and landlord can agree to certain terms that allow for the tenant to stay in the unit. If such an agreement is reached, it should be put in writing in the form of a “Stipulation for Forcible Entry and Detainer (FED)/Eviction” (JDF 102) and filed with the court. The court can also suggest mediation for the parties to resolve any lease issues.
3. Tenants can pay the landlord the rent they owe and stop the eviction up to the time that the judge issues a judgment. To benefit from this right, the tenant must pay all the rent they owe before the judge issues a judgment.
4. If the tenant and landlord can’t reach an agreement, the case can go to trial. At trial, both parties will have an opportunity to present evidence to support their claims.

STEP 4: Writ of Restitution Issued

If a writ of restitution is issued, it means the court has ruled in favor of the landlord and the tenant is required to leave the property. The writ of restitution is the order from the court to the Sheriff which requires a sheriff’s deputy remove the tenant from the property. The court shall not issue the writ until 48 hours after entry of judgment.

STEP 5: Possession of Property is Returned

The sheriff’s deputy shall not execute upon the writ of restitution until at least 10 days after entry of the judgment. It is the landlord’s responsibility to schedule a time for the eviction with the sheriff’s department, but it cannot occur earlier than 10 days from when the judgment is issued.

**ACKNOWLEDGMENT OF RECEIPT OF DENVER
TENANT RIGHTS AND RESOURCES**

This Acknowledgment is incorporated into the Apartment Lease Contract dated October 8, 2024
between 1170 Galapago Street, LLC

(“We” and/or “we” and/or “us”) and Anna Lee

(“You” and/or “you”) of Unit No. 4-0304 located at 1250 Galapago Street
(street address)
in Denver, CO 80204 and is in addition
to all terms and conditions in the Apartment Lease Contract.

In accordance with Denver Municipal Code § 27-201, we are delivering to you a copy of the Tenant Rights and Resources as prepared
by the city of Denver. Resident(s) hereby acknowledges receipt of this summary.

Resident or Residents
(All residents must sign here)

ANNA O LEE

Owner or Owner’s Representative
(signs here)

Date

