

**DIMENSIONS REALTY AND MANAGEMENT LLC,
doing business as Dimensions Realty Management Corp
RESIDENTIAL LEASE AGREEMENT**

THIS RESIDENTIAL LEASE AGREEMENT (the "Lease"), is made this _____ day of _____, 2013, by and between **Dimensions Realty and Management, LLC, a Colorado limited liability company, doing business as Dimensions Realty Management Corp ("Landlord")**, as agent for _____, ("Owner") and _____ (individually and/or collectively referred to as "Tenant"). **Tenant's relationship to each other is:**

In consideration of the covenants, terms, conditions, agreements and payments as herein set forth, the parties hereto covenant and agree as follows:

1. Lease and Use of the Premises.

The Landlord hereby leases to Tenant and Tenant leases and accepts from Landlord the premises commonly known as _____, _____, **Colorado** _____ (the "Premises"). The Premises shall be used and occupied as a private dwelling upon the terms and conditions set forth in this Lease, and for no other purpose. The number of adult occupants in the Premises shall be limited to three (3) (unless living as a married couple) as well as the number of parking spaces available, subject to the provisions of Paragraph 20c below. The following identified children shall be permitted to occupy the Premises without the prior written approval of Landlord: . If an additional person or persons (adults or children) occupy the Premises without the prior written consent of Landlord, Tenant shall be required to pay Landlord immediately upon demand, Twenty Five and 00/100 Dollars (\$25.00) per person for each day said person or people are in the Premises in violation of Paragraph 20c.

2. Term of the Lease.

The term of this Lease shall be from **12:00 o'clock (noon)** on _____, **20** _____ (the "Commencement Date") until **12:00 o'clock (noon)**, on _____, **20** _____ (the "Expiration Date").

In the event Landlord is unable to deliver the Premises to Tenant on or before the Commencement Date of this Lease, for whatever reason, including a previous tenant's failure to vacate, Landlord and Tenant hereby agree that Landlord shall not be in default hereunder. In any such event, Tenant agrees to accept possession of the Premises at such time as Landlord tenders the Premises to Tenant (the "Possession Date"), and Rent for the first month of the Lease shall be prorated. Tenant hereby waives its right to collect damages as a result of Landlord's failure to deliver the Premises on the Commencement Date. In the event Landlord is unable to deliver possession within fourteen (14) days of the Commencement Date, through no fault of the Tenant, Tenant's sole remedy shall be to provide Landlord written notice to terminate the Lease, in which event this Lease shall automatically terminate.

3. Condition of the Premises, Liability and Indemnity.

a. As of the Commencement Date of this Lease, Tenant has inspected the Premises and hereby accepts the Premises and all appurtenances thereto in their current, "as is" condition and that no warranty or guarantee is expressed or implied by Landlord or Landlord's rental agent. Taking possession of the Premises is conclusive evidence of the fact that Tenant accepts the Premises as being in good order and satisfactory condition (except for those items identified in the Move-In Checklist as noted in Paragraph 3c below).

b. Tenant hereby acknowledges and understands that neither the Landlord nor Landlord's rental agent, shall be responsible for any damage to Tenant's person or personal property due to fire, theft, acts of God, pests, water damage, wind and/or other casualty caused by the condition of the Premises, or other tenants or occupants of the building in which the Premises are located. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all causes of action or claim for loss or damage to persons or property of the Tenant or his/her guests, whether from theft, accident or otherwise. Landlord shall only be responsible for loss or damage solely caused by Landlord's gross negligence. **Tenant is hereby advised by Landlord to purchase adequate renter's insurance for all personal property and liability concerns, as Landlord provides absolutely NO insurance coverage for such items.**

c. Tenant shall provide a supplied "Move-In Checklist" to the Landlord of requested cleaning and/or repairs prior to Tenant taking possession of the Premises, but in no event later than seventy-two (72) hours after receiving access to the Premises. The Move-In Checklist shall be subject to Landlord's approval and then shall be attached and made part of this Lease. Tenant is hereby advised to receive a proof of delivery of the Move-In Checklist from Landlord. If the Move-In Checklist is not returned and/or received by Landlord within seventy-two (72) hours after receiving access to the Premises, the Premises shall be deemed free of any cleaning and/or repairs, and Tenant agrees that it shall be conclusive proof that no prior damages or defects existed. The Premises and all items provided therein under this Lease shall become Tenant's sole responsibility pursuant to the terms herein.

d. In the event the Premises are rendered totally uninhabitable by fire or other casualty, or in the event that the building of which the Premises are a part (whether or not the Premises are affected), be so damaged or destroyed that the Landlord deems it not reasonable to rebuild, this Lease shall terminate and the Rent provided herein shall be paid up to the date of such damage or destruction; and the Security Deposit shall be refunded subject to the provisions of Paragraph 20 below. If the Premises shall be partially destroyed or damaged by fire or other casualty, or Landlord deems substantial repairs or improvements need to be made for structural safety purposes or to comply with City of Fort Collins and or County of Larimer Building Codes, not arising from the fault or the negligence of the Tenant, Landlord shall repair the same with reasonable diligence after notice of such destruction, injury, safety; the Rent herein reserved or a just and proportionate part thereof, according to the nature and extent of the damage which has been sustained, shall be abated until the Premises have been duly repaired and restored.

4. **Holdover.** This Lease shall automatically terminate upon the Expiration Date without further notice or demand. However, in the event Tenant continues to occupy the Premises after the Expiration Date and continues to tender Rent which is accepted by the Landlord without a new written agreement, then this Lease shall be regarded as a "month-to-month" lease (the "Holdover Period"). Rent during the Holdover Period shall be at the same rate as existed the month prior to the Expiration Date; provided however, that an additional twenty-five percent (25%) surcharge shall be assessed on a monthly basis until such time as: a) the Lease is terminated, or b) a new written lease agreement is executed between Landlord and Tenant. Tenant shall provide Landlord with thirty (30) days advanced written notice to terminate the Lease. If Tenant's Rent is not accepted by Landlord after the Expiration Date and during the Holdover Period, Tenant shall be assessed a fine of One Hundred and 00/100 Dollars (\$100.00) per day until possession to the Premises is conveyed to Landlord.

5. **Rent and Deposits.** The Tenant shall pay to Landlord the sum of \$ _____ as rent ("Rent") during the term of this Lease, payable in monthly installments of \$ _____. Said Rent shall be payable in advance of the first (1st) calendar day of each calendar month during the term of this Lease at the offices of the Landlord or at such other place as the Landlord may hereinafter designate by written notice to Tenant. If the Rent due date falls on a weekend or holiday, it is Tenant's sole responsibility to make sure Rent is paid prior to said date. Postmark dates do not constitute proof of timely payment. Checks shall be made payable to _____, c/o Dimensions, and mailed or hand-delivered to Dimensions, 141 S. College Avenue, Suite #202, Fort Collins, Colorado 80524. Tenant acknowledges that Landlord shall accept ONE (1) CHECK ONLY for monthly payments of Rent. Tenant acknowledges that in the event more than one (1) check is received for monthly payment, a service charge of Thirty and 00/100 Dollars (\$30.00) shall be assessed for each additional check.

Payments received by Landlord after 5:00 P.M. on the fifth (5th) calendar day of the month, regardless of which day the fifth (5th) falls on, shall be considered delinquent. Delinquent payments shall be assessed a ten percent (10%) late fee (the "Late Fee"). **There are no grace periods or exceptions.** Further, any payment not received by Landlord by 5:00 P.M. on the eighth (8th) calendar day of the month, shall be assessed an additional one and one-half percent (1.5%) interest charge (the "Interest Charge"). Tenant acknowledges that Tenant's failure to pay on time causes Landlord financial, administrative and managerial difficulties and that the Late Fees and Interest Charges described herein are fair compensation for said difficulties. Late Fees and Interest Charges are not refundable. A charge of Fifty and 00/100 Dollars (\$50.00) shall be charged to cover the extra costs of handling a returned check or non-sufficient funds. In the event a check is returned to Landlord for whatever reason, Landlord shall require Tenant to make all future payments due under this Lease by certified check, money order, or credit card. No exceptions.

In the event Tenant is in arrears in the payment of any installment of Rent, or any portion thereof, or in default of any other covenants, terms or conditions of this Lease and the default remains uncorrected for a period of three (3) days after the Landlord has provided Tenant written notice thereof, pursuant to applicable law, Landlord may, at Landlord's sole discretion, undertake any or all of the following remedies without limitation: a) declare the term of this Lease ended; b) terminate the Tenant's right to possession of the Premises and re-enter and repossess the Premises pursuant to the Colorado Forcible Entry and Detainer Statute, c) recover all present and future damages, costs and other relief to which the Landlord is entitled; d) pursue Landlord's lien remedies; e) pursue breach of contract remedies; and/or f) pursue any and all available remedies in law of equity. In the event possession is terminated by a reason of default prior to expiration of the Term, the Tenant shall be responsible for the Rent owed through the original Expiration Date, subject to Landlord's duty to mitigate such damages. Pursuant to applicable law [13-40-104(d.5), (e.5) and 13-40-107.5, C.R.S.] which is incorporated herein by this reference, in the event repeated or substantial default(s) under the Lease occur, Landlord may terminate Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all of the remedies listed above.

On or before the Commencement Date of this Lease, Tenant shall deposit Landlord the sum of \$ _____ as a security/damage deposit, which shall remain on deposit with Landlord during the term of this Lease and any extensions, as security for Tenant's payment of Rent and the full and faithful performance by Tenant of the covenants and conditions of this Lease (the "Security Deposit"). Deductions may be made by Landlord from the amount so retained for the reasonable cost of repairs to the Premises (ordinary wear and tear excepted), for any Rent delinquent under the terms hereof, failure to comply with the provisions of Paragraph 16 below, and/or any sum used in any manner to cure any default in the performance of Tenant under the terms of this Lease. In the event deductions are so made during the Lease term, upon notice by Landlord, Tenant shall redeposit such amounts so expended so as to maintain the deposit in the amount as herein provided for, and failure to so redeposit shall be deemed a failure to pay Rent under the terms hereof. Nothing herein contained shall limit the liability of Tenant as to any damage to the Premises, and Tenant shall be responsible for the total amount of any damage and/or loss occasioned by actions of Tenant. Landlord may deliver the funds deposited hereunder by Tenant to any purchaser of Landlord's interest in the Leased Premises in the event such interest shall be sold and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

6. **Pet Restrictions.** Pets are permitted are not permitted on the Premises. In the event Landlord allows pets to be kept on the Premises, Tenant shall pay to Landlord a non-refundable fee of Two Hundred Fifty and 00/100 Dollars (\$250.00) per pet (the "Pet Fee"), and shall execute the pet agreement attached hereto (the "Pet Agreement"). Unless expressly permitted in this Lease, no animals of any type shall be permitted on the Premises, not even to visit, without the prior written consent of Landlord, Landlord's receipt of the Pet Fee, and a fully-executed Pet Agreement. If at any time during the Term of this Lease any pets are being harbored on the Premises without the prior written consent of Landlord, Tenant shall be required to pay to Landlord immediately upon demand: a) Twenty Five and 00/100 Dollars (\$25.00) per day, per pet, until proof that said pet or pets are removed from the Premises, or b) an additional Pet Fee of Two Hundred Fifty and 00/100 Dollars (\$250.00) per pet. Such breach and resulting payment obligation shall not preclude Landlord from also treating this as a breach of the Lease and exercising any other rights or remedies arising from a breach hereunder. In addition and at Landlord's sole discretion, Landlord may also presume any pet not listed in this Lease is a stray, and may report or deliver it to the appropriate agency as prescribed by law. If pets are allowed under this Lease, Tenant shall be solely responsible to pay for all repairs of any damage to the Premises caused by the pets. Landlord reserves the right to restrict certain breeds of pets from the Premises.

7. **Inclusions/Exclusions.** The Premises are (check one): ___ not furnished ___ partly furnished ___ fully furnished.

The following appliances are included in the Lease: ___ Range ___ Refrigerator ___ Dishwasher ___ Microwave ___ Washing Machine ___ Dryer ___ Other: _____. The following items are not part of the Lease; they are there only for the convenience of Landlord, and Landlord is not responsible for their repair or replacement: _____. Such convenience item(s) may be removed at any time by Landlord, without incurring any liability to Tenant. Tenant agrees that it shall not damage, abuse, misuse or dispose of any appliances and/or convenience items and Tenant shall return such appliances and convenience items to Landlord on the Expiration Date in the same condition that existed on the Commencement Date, normal wear and tear excepted.

Tenant acknowledges that if a washing machine and dryer are included in this Lease and are for the shared use between two or more units, said appliances shall be used ONLY by the persons named as Tenants on this Lease. NO EXCEPTIONS.

8. **Utilities.**

a. ___ **TENANT RESPONSIBILITY:** The Tenant shall arrange, prior to the possession date or Commencement Date of this Lease, whichever occurs first, to put all the utilities and services checked below into Tenant's name and for billings to sent directly to Tenant. Tenant shall provide Landlord with proof of transferred utility service into its name on or before the Commencement Date. There shall be a charge of Twenty Five and 00/100 Dollars (\$25.00) per day until proof of account number is delivered. Utilities shall remain on and in the Tenant's name for the entire Lease term.

___ Water/Sewer ___ Gas ___ Electricity ___ Trash Removal ___ Phone (if desired) ___ Cable (if desired) ___ Internet Service (if desired) ___ Satellite Dish service (Landlord approval required) ___ Other: _____

b. **BILLED BY LANDLORD – PERCENTAGE:** The following utilities shall be held in the Landlord's name and shall be split between the other units of the building of which the Premises is a part. Said utilities shall be billed to Tenant on a monthly basis along with Rent and shall be due with the payment of Rent each month. Tenant's share of utility service for the Premises is deemed to be ___ percent.

Water/Sewer Gas Electricity Trash Removal Phone (if desired) Cable (if desired) Internet Service (if desired) Satellite Dish service (Landlord approval required) Other: _____

c. **BILLED BY LANDLORD – FLAT RATE:** The following utilities shall be held in the Landlord's name and shall be billed to Tenant on a monthly basis along with Rent and shall be due with the payment of Rent each month. Tenant's share of utility service for the Premises is deemed to be a at a flat rate fee of \$_____. Water/Sewer Gas Electricity Trash Removal Cable Service Other _____. Tenant acknowledges that the flat rate fee is based on the average of the previous year's usage and cost. Landlord and Tenant agree to evaluate the flat rate fee on a semi-annual basis by delivering such request to Landlord on or before one hundred eighty (180) days from the Commencement Date, at which time Landlord agrees to provide Tenant with a comparison summary and a statement of the previous year's usage and cost. If no such written request is received within said one hundred eighty (180) day period, then Tenant waives its right to re-evaluate. Tenant agrees that should the current year cost exceed the previous year's cost by more than five percent (5%), Tenant shall be responsible to pay the amount of overage within thirty (30) days of presentation of bill statement by Landlord.

d. Effective on the Expiration Date, Tenant shall have all utility services that were placed in Tenant's name transferred to Landlord's name with no interruption in service. Tenant shall be solely responsible for connecting and disconnecting the utilities checked above, and failure to pay for the utilities shall be a default under this Lease. An additional charge of Fifty and 00/100 Dollars (\$50.00) may be made to cover extra costs of handling if any utility service is (i) not connected by the Commencement Date, (ii) disconnected during the term of this Lease, (iii) each time Landlord is notified by the utility provider during the term of the Lease that Tenant is delinquent in their payment obligations, or (iv) not transferred into Landlord's name as of the Expiration Date.

e. Landlord shall not be liable for any claim of damages, rebate or charge of any kind for interruption of utilities, unless caused by Landlord's gross negligence. Tenant shall leave no unpaid bills at the conclusion of tenancy. In the event Tenant leaves unpaid bills upon vacating the Premises, Landlord reserves the right to pay bills and deduct an equal amount from Tenant's Security Deposit plus an administrative charge of Fifty and 00/100 Dollars (\$50.00).

9. **No Smoking.** Tenant acknowledges that smoking of any kind is NOT permitted inside the Premises at any time. If smoke odor or discoloration is present, Tenant shall be responsible for the cost of professional cleaning, including but not limited to, painting or replacement of any walls, floors, ceilings, windows, carpeting, or window coverings.

10. **Other Obligations of the Tenant.** Tenant agrees that it shall:

a. Not commit any waste to the Premises, place any signs on or about the Premises, nor make any alterations, installations, repairs, or redecoration (including painting of any kind) to the Premises without first obtaining the prior written consent of the Landlord. Any approved (or unapproved) leasehold improvements made by Tenant shall become the property of the Landlord and shall otherwise inure to the benefit of the Landlord. Notwithstanding the foregoing, the Landlord may require Tenant, at Tenant's sole cost and expense, to remove any improvements at the expiration of this Lease and return the Premises to its original condition at the Commencement Date, or it may result in a deduction from the Tenant's Security Deposit and/or additional charges.

b. Keep the Premises and grounds (as applicable) in a clean, safe and sanitary condition. Yards and driveways may not be used for any purpose that will create an unsightly appearance. Yard maintenance is the responsibility of the (check one): ___ Tenant ___ Landlord ___ HOA. If it is the responsibility of Tenant, Tenant shall water, mow, control weeds, fertilize lawn, care for trees and shrubs, remove rubbish, and provide for disposing of the same. Tenant shall be responsible for providing lawn mower and lawn tools. Tenant shall be responsible for any damage to trees, shrubs, and lawn due to Tenant's action, inaction or negligence. Any damage to trees, shrubs, or lawn due to Tenant's action, inaction

or negligence shall be repaired or replaced entirely at Tenant's expense. Any costs incurred by Landlord as a result of Tenant's failure to maintain the yard shall be reimbursed to Landlord within five (5) business days of Tenant's receipt of any bills from Landlord, in addition to applicable service and management fees. Landlord has the option of mowing the lawn if the length of grass exceeds four inches (4") and may charge Tenant based on rates commensurate with professional lawn services for each cutting plus a Fifty and 00/100 Dollars (\$50.00) administrative charge. In the event the yard is not being properly maintained, Tenant shall receive one (1) written warning from Landlord before a professional maintenance service is retained by Landlord at the expense of the Tenant for all future maintenance during the Lease Term. Tenant shall be cooperative and responsive to any notices received from the homeowners association, if any, or the City of Fort Collins and/or other government agencies relating to property maintenance and/or violation of City codes. Further, Tenant shall be solely responsible for any and all fines or other costs for non-compliance, and all bills from the City of Fort Collins.

c. Pursuant to local law, within twenty-four (24) hours after the accumulation of snow and ice (even during times of holiday breaks and other absences), ___ Tenant ___ Landlord ___ HOA shall be responsible for the removal of snow and ice off sidewalks or walkways adjacent to the Premises, and keep sidewalks and walkways clean and clear of all snow and ice. Tenant shall provide a snow shovel.

d. Place garbage and refuse in their proper containers in the proper area and arrange for it to be removed from the Premises at least one time per week at Tenant's expense arranged with a local trash service provider. If trash or debris of any type is found on the Premises outside of the proper storage area, Landlord reserves the right to have it cleaned up and removed at the expense of the Tenant plus an administrative fee of Fifty and 00/100 Dollars (\$50.00).

e. Refrain from acts that create noise that unreasonably disturb the neighbors including, but not limited to, dog barking and noise produced from social gatherings. Tenant agrees to limit gatherings to no more than ten (10) people without express prior written permission from Landlord. Failure to obtain such advance permission may result in additional fees and fines. Tenant specifically agrees that any time spent by Landlord or Landlord's agents to investigate any such acts or practices, that it may be charged an hourly rate of Sixty Five and 00/100 Dollars (\$65.00). Loud parties resulting in a citation will be assessed a Three Hundred and 00/100 Dollars (\$300.00) fine and/or a fine in the amount of up to fifty percent (50%) of the original ticket or citation issued, and/or eviction. Beer kegs are not permitted on the Premises under any circumstances. Tenant acknowledges responsibility and hereby agrees to insure that alcoholic beverages are only served to any person of legal age, 21 years or older, on the Premises. Landlord shall not be liable for Tenant's actions, inactions, or failure to comply. Tenant is strongly encouraged to be a good neighbor and respect other neighbors' rights to the enjoyment of their own property and neighborhood.

f. Abide by all governmental laws and regulations, covenants, restrictions, rules or regulations of a homeowners' or condominium owners' association and not use the Premises for any purposes prohibited by law, covenants of the subdivision, area or homeowner's or condominium owners' association (HOA), or restrictions on the title to the property. Tenant agrees to promptly reimburse Landlord for any damage or loss caused by Tenant's failure to abide by such laws and regulations. Tenant agrees to promptly pay all fines and related costs for violation of government rules and regulations. Additionally, Tenant agrees to participate in any City or University recommended programs relating to neighborhood complaints or similar violations.

g. Use a minimum of small nails or picture hooks (no large nails, screws, tacks, etc) to hang pictures and personal effects and accept responsibility for damages caused, if any. No holes are allowed in any ceiling.

h. Give prompt notice to Landlord of any maintenance or repairs that may be required. Email is the preferred method of communication; however Landlord may also be contacted by telephone and with written notice. Landlord shall be contacted in advance for approval before any maintenance is performed by Tenant in any event. There shall be a Sixty Five and 00/100 Dollars (\$65.00) per hour administrative fee for any time spent by Landlord with City or County officials in the event Tenant contacts them without first contacting Landlord. Tenant agrees to contact Landlord prior to contacting any repair person or the City or County building departments.

i. Test smoke alarms on the Premises at least one time per month to assure they are working properly, replace any batteries as often as necessary, and immediately report any defects to Landlord in writing. Tenant shall be responsible for providing batteries for the smoke detectors at Tenant's sole expense. Tenant shall be responsible for any light bulbs that need to be replaced, along with batteries for CO detectors. Tenant hereby agrees not to disable the CO detectors or smoke detectors for any reason whatsoever.

j. Tenant shall not store or hang rugs, towels, laundry, clothes or other such items on any mechanical equipment, railings or other portions of balconies, terraces, walkways or patios located in the Premises or building of which the Premises is a part. Balconies, terraces, walkways, and patios shall not be used to store furniture, equipment, trash, miscellaneous junk or debris. Any such items deemed by Landlord, the City of Fort Collins, or the County of Larimer, or otherwise, to be improperly stored or hung, shall be removed at the expense of the Tenant. Tenant shall receive one (1) written warning from Landlord before Landlord disposes of said items at the expense of the Tenant. If permitted by the City of Fort Collins Land Use Code, appropriate outdoor furniture in good repair and plants may be accepted. Tenant shall not have or store anything in public view that is unsightly or offensive to the public in any way, including, but not limited to, storing appliances, sofas or indoor furniture of any kind, and old newspapers more than one (1) day out of print outside.

k. Place no liquid filled furniture on the Premises, unless prior to occupancy, Tenant obtains the express written consent of Landlord and provides Landlord with written proof of insurance in amounts acceptable to Landlord.

l. During freezing weather, Tenant shall keep the Premises heated to at least sixty-two degrees (62°) Fahrenheit, keep cabinet and closet doors open, and drip hot and cold water faucets. This is especially important during holiday periods, extended absences or other times when the Premises are not occupied for long periods of time. Tenant shall remove all exterior garden hoses from spigots during the winter months. Failure to do any of the above shall require Tenant(s) to be liable for damage to the Premises.

m. Tenant agrees that information requested about Tenant's occupancy of the Premises, by either law enforcement, or for governmental or other normal business purposes shall be provided by Landlord, future landlords and/or property managers and designated agents, without any liability whatsoever to Landlord.

n. Except for those windows and screens that are noted in writing as being cracked, torn or broken at the Commencement Date, Tenant agrees to replace any window and screen that becomes cracked, torn or broken on the Premises during the Lease term. Tenant further agrees to never place sheets, blankets or rugs over the windows to act as window coverings, without the advance written consent of Landlord.

o. Toilets, sinks and washbasins are to be used only for the purpose for which they are intended. Tenant agrees to pay for clearing the drains of any and all stoppages except for those, which the plumber who is called to clear the stoppage will attest to the fact in writing that the stoppage was caused by defective plumbing, tree roots or acts of God.

p. Tenant shall pay for any damage to the Premises or to the appliances and fixtures therein caused by an act of Tenant, by any member of Tenant's family, or by a guest of Tenant.

q. Tenant shall be responsible for any and all damage to the Premises caused by theft, burglary, vandalism, break-ins, or accidents on the Premises.

r. Tenant shall pay for any and all service calls not pre-approved by Landlord or later determined to be unnecessary in Landlord's subjective discretion.

s. Tenant agrees that it shall not engage in any illegal activities on the Premises, nor will they allow others to engage in any illegal activities on the Premises insofar as they have the power to stop such activities.

t. Tenant agrees that it shall do nothing to the Premises nor keep anything on the Premises that would result in an increase in Landlord's insurance premium or endanger the Premises, nor will it allow anyone else to do so. Tenant shall not cause or permit any hazardous material to be brought upon, kept or used on or about the Premises.

u. For insurance purposes, no charcoal barbeque grills are permitted; however, gas grills in good repair are acceptable if they are used in a safe manner consistent with the manufacturer's directions.

v. Tenant shall NOT be allowed to relight pilot lights on furnaces, hot water heaters or gas ranges. Landlord shall perform these tasks on Tenant's behalf at Tenant's sole expense, unless it is determined by a professional HVAC company that said pilot light is a result of improperly functioning equipment. Tenant shall NOT store any items within ten feet (10') feet of a furnace or hot water heater. This is a very important safety precaution. In the event of violation, tenant shall be fined a minimum of Fifty and 00/100 Dollars (\$50.00), plus the cost of damage and/or repair.

w. To foster prompt and efficient communication, Tenant shall assign one (1) individual to be responsible for the coordination of information between Tenant and Landlord. The contact person's name, email address and telephone numbers shall be provided to the Landlord via email within seven (7) calendar days after the Commencement Date. The designated contact person shall communicate with Landlord via email, mail or telephone. Any message to Landlord shall contain the contact person's name and telephone number, the address and unit number of the Premises, as well as the nature of the message.

If any obligation or responsibility stated above is neglected, omitted, or otherwise not kept by Tenant, Landlord may act, at Landlord's sole discretion and without obligation, for and on behalf of Tenant. Such actions or violations by Tenant shall incur the cost of additional administrative and management fees. Except as otherwise expressly identified, such action by Landlord may be taken upon providing reasonable notice to Tenant either before or after action, as Landlord deems appropriate. Tenant shall reimburse Landlord for any expenses reasonably incurred to fulfill Tenant's obligations within five (5) calendar days of receipt of written notice of the same. Landlord is under no obligation to act on behalf of the Tenant.

11. **Public Nuisance Ordinance.** Tenant acknowledges (if in Fort Collins) that it is aware of the Fort Collins Nuisance Ordinance that was passed April 4, 2000 relative to subsequent amendments or updates. (Obtain copies of ordinances at this web address: <http://citydocs.fcgov.com>.) Under said Ordinance, you as Tenant(s) can be ticketed (issued a citation) by City officials for creating any nuisance. A nuisance is defined as any excessive noise that may disturb neighbors or passers-by, cars on the lawn, having non-working cars on the property, unsightly trash on the property, barking dogs, or weeds. Tenant, their guests and invitees agree to keep the outside of the property clean and neat at all times, to respect their neighbors, and to keep noise levels low so as not to disturb the neighbors.

The Nuisance Ordinance may require the Landlord to take appropriate action to correct the behavior of Tenant. Should the Landlord have to take any action with regard to the Nuisance Ordinance, Tenant agrees to reimburse Landlord for any costs incurred as a result of Tenant's violation, including but not limited to compensation to the Landlord at the rate of Sixty Five and 00/100 Dollars (\$65.00) per hour.

Tenant agrees to notify Landlord within twenty-four (24) hours of receiving a ticket or other citation for any nuisance complaint. Receiving a nuisance ticket or other citation may not necessarily require eviction or the payment of fines, however, for the first offense; Landlord may at its sole discretion assess a fine of up to Three Hundred and 00/100 Dollars (\$300.00) and/or a fine in the amount of up to fifty percent (50%) of the original ticket or citation. Landlord may pursue eviction proceedings at its sole discretion if a ticket or citation is issued. For a second offense, Tenant shall pay Six Hundred and 00/100 Dollars (\$600.00) plus one hundred percent (100%) of the cost of the ticket. In the event of an eviction, Tenant shall be responsible for Rent through the Expiration Date or until the Premises is re-leased to another party, whichever occurs first, and any difference in the Rent amount, and all other associated costs, including but not limited to, legal fees, clean-up and advertising costs.

In the event that the City of Fort Collins updates the Nuisance Ordinance and/or institutes Landlord Licensing during the term of this Lease, Tenant agrees to cooperate with Landlord to insure compliance.

12. **Maintenance and Repair.** Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises and all appurtenances thereto in good and sanitary condition and repair during the term of this Lease and any renewal thereof. In particular, Tenant shall keep the fixtures on or about the Premises in good order and repair. Major maintenance and repair of the Premises, not due to Tenant's misuse, waste or neglect or that of its guests or invitees, shall be the responsibility of Landlord. Any repairs or maintenance which Landlord authorizes and agrees to pay for shall be paid for by the Landlord, or reimbursed by the Tenant if it is determined that such repairs or maintenance were required due to a

breach of Tenant's obligations hereunder or the negligence or intentional acts of Tenant, its guests or invitees. Any delay in repair shall not release Tenant from any obligation for paying Rent or other amounts when due. Landlord has the right to shut-off equipment and/or services when reasonably necessary for repairs and Landlord is not responsible for damages caused by disruption of services, unless caused by the gross negligence of Landlord.

13. **Abandonment.** If, at any time during the term of this Lease, Tenant has left the Premises for a period of more than ten (10) days, and Tenant has not previously notified Landlord in writing of their intention to be away, and any part of the Rent is not current, then the Landlord has the following remedies, without being obligated to do so; and without terminating this Lease: a) retake possession of the Premises; or b) make such changes and repairs as may be required to the Premises, giving credit for the amount of Rent so received, less all expenses (including management fees) of such changes and repairs, and the Tenant shall be liable for the balance of the Rent that is unpaid through the Expiration Date.. In the event Tenant leaves any personal property on the Premises after Tenant has vacated, then such property shall be immediately and conclusively be deemed abandoned. The Tenant specifically authorizes Landlord to dispose of such personal property in whatever manner the Landlord deems appropriate. Tenant shall be responsible for hauling/dump fees. Landlord shall not be liable in any way for any destruction, conversion or disposition of such personal property.

14. **Sale or Redevelopment of Premises.** In the event Landlord/Owner desires to sell or redevelop the Premises or the property of which the Premises is a part, Landlord/Owner may at their sole option, elect to terminate this Lease by providing Tenant with sixty (60) days prior written notice thereof and also by returning Tenant's Security Deposit in accordance with Paragraph 18 below. Following a transfer of title, Tenant agrees a) to look solely to the successor owner for satisfaction of all claims relating to Landlord's remaining obligations and liability hereunder, including for a return of any Security Deposit, b) to hold Landlord harmless from any further obligations and liability hereunder (subject to applicable Colorado law), and c) that the new owner shall thereafter become the new "Landlord" hereunder.

15. **Entry by Landlord.** Landlord, or Landlord's designated agent or employees, shall have the right to enter the Premises for any reasonable purpose, including but not limited to, inspecting the Premises for damages or needed repairs or improvements, inspecting the Premises to determine Tenant's compliance with the terms of this Lease, making repairs or improvements, exhibiting the Premises to prospective tenants, purchasers, or lenders. Tenant acknowledges that Landlord usually will commence showing the Premises to prospective tenants one hundred twenty (120) or more days before the Expiration Date, but may also show the Premises to prospective tenants, purchasers, lenders, or lenders agents, at any time. Entry may be made without prior notice if Landlord reasonably believes that an emergency exists (such as fire or a broken pipe), to prevent commission of a crime, or to assist law enforcement and other governmental personnel, may need immediate entry. Landlord may enter for any other reason after giving reasonable notice. Such notice may be given by phone, by email, by leaving a message on an answering machine, by delivery of a written note or otherwise. If same day access is needed, Landlord will make every attempt to give a four (4) hours prior notice.

16. **Sublease/Assignment.** Tenant shall not assign this Lease or sublet the Premises to another person without the advance written consent of Landlord, which consent shall be at the absolute discretion of Landlord. Any such assignment or subletting shall not relieve Tenant from continuing its obligations for Rent and other terms and conditions of this Lease, unless otherwise mutually agreed to in writing by Landlord and Tenant. Subject to Landlord's standard practices and policies, which are subject to change from time to time without notice, as a condition precedent for Landlord to consider any such assignment or sublease, Tenant shall first tender One Hundred Fifty and 00/100 Dollars (\$150.00) as a service charge for each individual for whom approval is sought. Said service charge shall be kept by Landlord if such assignment is approved, and One Hundred and 00/100 Dollars (\$100.00) of which shall be returned to the Tenant if such sublease or assignment is not approved for any reason. Prior to approval and before acquiring any rights hereunder, any prospective tenant shall complete a rental application form supplied by Landlord or Landlord's agent, and shall agree to be bound by the terms and conditions in this Lease, pursuant to an Assignment and Assumption of Lease agreement. Landlord shall have no obligation to refund any Rent or Security Deposit to any Tenant assigning or granting sublease or assignment rights hereunder. Any adjustments shall be made between the existing Tenant and assignee or sublessee.

17. **Motor Vehicles.** Tenant agrees to keep a maximum of one (1) vehicle per occupant of the Premises. Said vehicles shall be operable, currently licensed and insured. Tenant agrees to advise their visitors about parking and to take responsibility for where their visitors park. Tenant agrees that Landlord shall not be responsible for the safety of or damage to any of the automobiles owned by Tenant or Tenant's guests. Tenant agrees that any abandoned, unlicensed, derelict, inoperable and/or wrongfully parked vehicle on the Premises may be towed off the Premises by Landlord or hired agent at the vehicle owner's or Tenant's expense after posting a seventy-two (72) hour notice in a conspicuous place on the vehicle indicating Landlord's intent to tow said vehicle. Tenant further agrees not to store and/or park any trailer, camper, boat, ATV, or other similar recreational item on the Premises or the adjacent street, without the prior written consent of Landlord. Tenant agrees not to store and/or park any commercial or public vehicle on the premises under any circumstances.

18. **Security Deposit.**

a. Landlord and or Landlord's agents shall complete a thorough Move-Out Inspection form for the Premises prior to returning Tenant's Security Deposit. Regardless of the condition that Tenant accepted the Premises, Tenant is hereby expected to leave the Premises in a fully clean, presentable and rentable manner, ready for the next occupant to move in. (See attached "Cleaning Instruction Checklist"). Any necessary cleaning expenses shall be deducted from Tenant's Security Deposit.

Return of the Security Deposit shall be subject Tenant's compliance with the Cleaning Instruction Checklist as well as the following:

1. The full Lease term has expired.
2. All payments required hereunder have been made by the Tenant, including, but not limited to, unpaid late charges, delinquent Rents, outstanding utility charges, advertising, subleasing fees, finders fees, check in or out fees, utilities any tenant repair charges, and administrative property management fees.
3. There is no damage to the Premises beyond ordinary wear and tear.
4. All debris, garbage, rubbish and discards, including abandoned furniture, are removed from the Premises (inside and out) at the time the Tenant turns over possession to Landlord. It is not acceptable to leave any trash containers of rubbish or debris on the Premises to be picked-up after possession is returned to Landlord.

5. Pet excretions have been removed from the yard, lawn mowed or snow removed from walkways, if applicable. All pet damage has been repaired.
6. There are no pests on the Premises (i.e. bugs, mice, and spiders) that require extermination.
7. Walls, decks, patios, porches and stairs outside the Premises have been left clean.
8. All keys and garage door openers, if any, have been returned at the time possession is turned-over. A re-key fee shall be assessed (See Paragraph 19 below).
9. Forwarding address and phone number has been left with Landlord in writing.
10. If the Premises are not ready for checkout at the scheduled appointment time, the checkout appointment will be rescheduled and a Sixty Five and 00/100 Dollars (\$65.00) rescheduling charge will be deducted from the Security Deposit.
11. If any CO detectors, smoke detectors, or thermostat components or covers are missing Tenant shall be charged a replacement fee of Sixty Five and 00/100 Dollars (\$65.00).

b. The cost of labor, materials and management time for cleaning and repairs and utility transfer, disconnect/connect fees and for pursuing delinquent payments shall automatically be deducted from the Security Deposit if Tenant has not complied with any of the above provisions or other terms of this Lease. The Landlord shall return any portion of the Security Deposit due Tenant and/or an accounting for the expenses and associated application of any Security Deposit, within sixty (60) days after the Expiration Date. Tenant shall not be entitled to earn interest on the Security Deposit. Any Security Deposit shall be refunded by check, mailed to the forwarding address provided to Landlord or the last address known, and made payable to **all persons as last approved in writing by the Landlord for occupancy of the Premises, including without limitation, remaining original lessees and any assignees or persons granted rights hereunder (no exceptions)**. All questions regarding Security Deposit dispositions shall be communicated via email or in writing to Landlord within ten (10) business days of Tenant's receipt thereof.

19. **Keys.** At the Commencement Date of this Lease, Tenant shall receive a total of ____ **sets of keys** for the following locks: ____ **Front Door** ____ **Back Door** ____ **Garage** ____ **Mail Box** ____ **Electronic Opener** ____ **Other:** _____. Locks are re-keyed after Tenant vacates the Premises. Tenant agrees to a re-key charge, not to exceed One Hundred and 00/100 Dollars (\$100.00), which shall be deducted from the Security Deposit. Receipts may be provided upon request. Landlord retains the right to charge Tenant for additional locks requested by Tenant in excess of those originally provided. Tenant shall not change existing or install additional locks without the advance written consent of, and providing a duplicate copy of the key(s) to, Landlord. Only a Landlord approved locksmith shall complete such installations. A lockout fee of Sixty Five and 00/100 Dollars (\$65.00) shall be due and payable to Landlord for responding to lockout calls; however, Landlord makes no guarantee for availability of such service. Tenant acknowledges and understands that in the event of a lockout and Landlord is not available, Tenant shall, at Tenant's sole cost and expense, contact Landlord's preferred locksmith, Choice City Locksmith (Mark) at 970.224.3533. In the event Landlord's preferred locksmith is not available, Tenant shall be allowed to contact another locksmith without prior Landlord approval.

20. **General Provisions.**

a. **Attorney's Fees, Costs and Damages.** The prevailing party in any action to enforce or interpret the terms of the Lease shall be awarded reasonable attorney's fees and costs, plus compensation at the rate of Sixty Five and 00/100 Dollars (\$65.00) per hour for any time spent by the prevailing party in pursuing such action. Tenant further understands and agrees that if Tenant is in breach of its/their financial obligations hereunder, Landlord may turn the non-payment matter over to a collection agency, whether or not suit is filed, at the Landlord's sole discretion. If turned over to a collection agency Tenant understands that the commission fee charged by collection agencies can be thirty percent (30%) or fifty percent (50%) or more of the amount a collection agency actually receives in payment from the Tenant, whether the collection agency files a lawsuit or makes demand on the Tenant outside of the court process. As additional consideration under this Lease, Tenant agrees to reimburse Landlord for the commission percentage charged by any collection agency, in addition to the unpaid Rent or damages due under this Lease, and other fees and costs, if any. If possession is terminated by reason of a default of Tenant hereunder, prior to the expiration of this Lease, then Tenant, at the sole option of Landlord, shall remain responsible for the Rent and all other sums due through the Expiration Date, subject however, to the duty of Landlord to attempt to re-let the Premises and mitigate its damages. Tenant shall also be liable for a charge of one (1) month's Rent to cover the cost of marketing the Premises for a new prospective Tenant to fill the vacancy. In the event of any default by the Tenant which would support the issuance of any demand for payment or compliance as authorized or required under C.R.S. 13-40-101 et seq. (and in addition to other attorney's fees and costs), Tenant shall pay Landlord Sixty Five and 00/100 Dollars (\$65.00) for the costs of the service of the same. Failure of Landlord to collect any such fees or charges at the time they are incurred shall not release the Tenant from liability for such fees. The remedies provided for herein shall be cumulative and shall be in addition to and not exclusive of any other remedies available under Colorado law.

b. **Severability.** If any portion of this Lease shall be found invalid or unenforceable, the remaining provisions shall continue to be valid. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be modified in writing and deemed valid to the extent of the scope or breadth is permitted by law.

c. **Related Parties.** The City of Fort Collins code permits not more than three (3) unrelated adults and not more than two (2) unrelated adults and their children to occupy a single family dwelling. Tenant acknowledges this requirement (if the Premises are located within the Fort Collins city limits) and agrees not to violate such ordinance. Tenant further agrees to execute the "Occupancy Limits Disclosure Statement for Property Lease" attached hereto. In the event the City of Fort Collins requires that one or more occupants move out, this Lease shall continue in full force and the Tenants named herein shall continue to be liable for entire amount of rents due hereunder.

d. **Binding Nature of Agreement.** The Tenant understands that the execution of this Lease entails an important decision that has legal implications. **This is a legal document.** The Owner and/or the principal(s) of the Landlord hereby disclose that they are a licensed real estate broker in the State of Colorado and that they are representing their own interest and not that of the Tenant. The Tenant acknowledges that it has not received any advice from Landlord, but that Landlord has advised Tenant to seek his/her own legal and or other real estate advice regarding the execution of this Lease. (See attached "Definitions of a Working Relationships").

e. **Waiver.** No assent on the part of Landlord, expressed or implied, to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or other breach or default or of any continuation of such breach, or as a waiver of any other term in this Lease.

f. **Joint and Several Liability.** All Tenants and Guarantors agree that they are jointly and severally liable for all obligations due under this Lease.

g. **Agent Acting for Landlord.** Tenant understands that from time-to-time an agent or employee may act for and on behalf of Landlord and/or Owner. Any rights exercisable by the Landlord herein may also be exercised by an agent and/or employer on behalf of Landlord.

h. **Entire Agreement/Amendment.** This Lease, including the following documents, which are all attached hereto and incorporated herein by reference: ___ Guaranty of Lease, ___ Lead-Based Paint Disclosure, ___ Crime-Free, Drug-Free Housing, ___ Pet Agreement (if applicable), ___ Occupancy Limits Disclosure Statement for Property Lease, ___ Definitions of Working Relationships, ___ Cleaning Instructions Checklist, which together encompass the entire agreement between the Landlord and Tenant relating to the lease transaction contemplated hereby and all prior or contemporaneous agreements or understandings, oral or written, are merged herein. This Lease may be modified in writing only, signed by the parties in interest at the time of such modification.

i. **Headings.** Captions in this Lease are inserted for convenience and reference only and do not define, describe or limit the scope or the intent of this Lease or any of the terms hereof.

j. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern the validity of this Agreement, any amendments hereto, the construction of its terms and the interpretation of the rights and obligations of the parties hereunder, with jurisdiction and venue for any claim asserted to be in Larimer County, Colorado.

k. **Signature of Landlord.** Upon return of this Lease to Landlord with the signatures of all prospective residents and Guarantors, this Lease shall constitute only an offer to lease the Premises by Tenant pursuant to the provisions herein and subject to subsequent acceptance by Landlord. This Lease shall not grant to Tenant any rights in the Premises until signed by the Landlord below and until a fully signed copy is delivered to the Tenant.

21. **Miscellaneous Provisions.**

a. **In the event Landlord requires a lease guarantor for any one or all Tenants under this Lease, then Tenant shall complete and return a notarized Guaranty of Lease on or before _____.** Notwithstanding any other provisions herein, Tenant shall not be allowed occupancy of the Premises unless and until all Guaranty of Lease forms have been received and accepted by the Landlord. All leases require one or more tenants to have a Guarantor.

b. Tenant agrees that execution of this Lease agreement by Landlord is contingent upon verification, approval and acceptance of Tenant's rental application, credit and employment references and receipt of signed and notarized Guaranty of Lease from qualified parties. This Lease agreement may be voidable at Landlord's option for any falsifications on the above and/or if the Guaranty of Lease forms have not been provided within 30 days of Lease start date.

c. This Lease shall be subordinate to the lien of any existing mortgages or deed of trust, and all deeds of trust that may be made a lien of the Premises in the future. The Tenant agrees to execute and deliver such further instrument(s) subordinating this Lease to the lien of any such deeds of trust as may be desired by the holder thereof.

d. Satellite dishes or exterior wiring for cable television are only permitted with the express prior written consent of the Landlord. All installation and work completed related to said services shall be done by a licensed, insured and bonded contractor. Insurance and/or other professional certifications shall be provided to Landlord.

e. In the event of condemnation of the Premises or any part thereof, this Lease shall at the sole option of the Landlord terminate and all condemnation proceeds, if any, shall be paid to the Landlord.

f. If any storage space is provided by the Landlord, it is understood that the storage space is only to accommodate the Tenant, and the Tenant uses the same at the Tenant's own risk, upon the express stipulation and agreement that the Landlord shall not be liable for any loss of property stored in such storage space or any damage or injury of loss whatsoever whether it be in unit, garage or shed.

g. If the Premises are furnished, the inventory of said furnishings and personal property is hereto attached and hereby made a part hereof as fully and to the same extent as though enumerated herein, and Tenant acknowledges that all of said items, except as noted on Landlord's copy of the inventory, are in good order and condition, and Tenant agrees to pay all costs of repairing any damage, cleaning, laundering, or replacing same, ordinary wear and tear excluded.

h. Landlord shall not exterminate the property for pests (i.e. bugs, fleas, mice, spiders) while Tenant resides at the Premises. Tenant may at sole option hire an experienced exterminator at Tenant's own expense.

i. Tenant acknowledges that certain federal, state or local laws may allow for the seizure of the Premises in the event of Tenant's criminal use of the Premises (including, without limitation, the sale or harvesting of unlawful narcotics and drugs from the Premises) and Tenant agrees to indemnify, defend and hold Landlord harmless from any violation, loss, liability, seizure, and claim (including reasonable attorney fees and costs) incurred as a result of the violation of said laws by Tenant and/or the guests or invitees of Tenant.

j. Tenant and Guarantor(s) hereby authorize Landlord to obtain a credit report at Tenant's and Guarantors' expense. This authorization extends after the conclusion of the Term of this Lease, in the event the Landlord is attempting to collect unpaid amounts.

k. Facsimile signatures shall be binding as if they were original signatures until originals can be obtained.

l.

LEASE GUARANTY

This Guaranty of Lease (the "Guaranty"), dated this _____ day of _____, 2013, is given by _____ whose address is _____ ("Guarantor") to Dimensions Realty and Management, LLC, doing business as Dimensions Realty Corp ("Landlord"), whose address is 141 S. College Avenue, Suite #202, Fort Collins, Colorado 80524, as agent for _____ (Owner), in consideration of Landlord entering into Lease Agreement with _____ as Tenant with _____.

At the request of the Guarantor, the Landlord shall enter into that certain Lease Agreement, dated _____, with _____ ("Tenant") for the premises located at _____, _____, Colorado 805____ (the "Lease"). Landlord would not enter into the Lease except for the request of the Guarantor and the execution and delivery of this Guaranty. Guarantor acknowledges that he/she has read the Lease and agrees to be bound by all the terms therein, in addition to the terms of this Guaranty.

Guarantor unconditionally agrees to the following:

1. Guarantor personally guarantees to Landlord, Landlord's heirs, successors in interest and assigns, payment and performance of all obligations, covenants, conditions and agreements of the Tenant due under the Lease, including, but not limited to, money due for rent, damages, late rent fees, non-sufficient fund checks, utilities, and pet damage.
2. The Guaranty extends to any and all liability that the Tenant has or may have to the Landlord by reason of (i) by matters occurring before the commencement of the term of the Lease, (ii) by matters occurring after the expiration of the term of the Lease, (iii) by reason of removal of Tenant property, surrender of possessions, or (iv) other matters.
3. In the event the Tenant fails to perform, satisfy, or observe the terms and conditions of the Lease and related obligations required to be performed, satisfied or observed by the Tenant, the Guarantor shall promptly and fully perform, satisfy, and observe the obligations in the place of the Tenant. The Guarantor shall pay, reimburse, indemnify, defend and hold harmless the Landlord from liabilities arising or resulting from the failure of the Tenant to perform, satisfy, or observe any of the terms and conditions of the Lease and related obligations.
4. The obligations of the Guarantor hereunder shall in no way be terminated, affected or impaired by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to the Landlord pursuant to the provisions of the Lease or Colorado law, or by reason of the waiver by or failure of Landlord to enforce any of the terms, covenants or conditions of the Lease, all of which may be given or done without notice to Guarantor.
5. Guarantor hereby waives any requirement for notice of non-payment or non-performance by Tenant of any of the covenants, conditions, agreements, and obligations in the Lease.
6. This Guaranty shall not be impaired by any renewal, modification or extension of the Lease or assignment or subletting by the Tenant. This Guaranty may not be modified orally, but only in writing signed by both the Guarantor and Landlord.
7. Guarantor's liability under this Guaranty shall be primary, and Landlord may proceed against Guarantor with any right of action that accrues to the Landlord under the Lease without having commenced any action against or having obtained any judgment against the Tenant. Guarantor shall be jointly and severally liable with the Tenant.
8. The Guarantor subordinates any and all claims that the Guarantor has or may have against the Tenant by reason of subrogation for payments, performance under this Guaranty or claims for any other reason or cause. The Guarantor agrees not to assert any claim, which it has or may have against the Tenant, including claims by reason of subrogation under this Guaranty, until such time as the payment and other obligations of the Tenant to the Landlord are fully satisfied and discharged.
9. In the event a dispute arises under this Guaranty or the Lease, the parties agree that the prevailing party in such dispute shall be entitled to recover all costs and expenses associated therewith, including, without limitation, accounting and professional expert expenses, court costs and attorney fees, as well as all costs accruing in connection with post-judgment attorney fees, costs and interest incurred in connection with collection and/or appeal.
10. The laws of the State of Colorado shall govern this Guaranty and the Lease, with jurisdiction and venue for any claim asserted to be in the courts of Larimer County, Colorado.
11. Guarantor's signature shall constitute his or her agreement to be subject to the personal jurisdiction of the State of Colorado, City of Fort Collins for all actions arising out of this Guaranty of Lease agreement, and constitute his or her agreement to accept his or her personal service of process outside of the State of Colorado, if Guarantors may reside or be found for service of process outside of the state of Colorado.
12. Landlord is hereby authorized to make any investigation of my (our) personal history and financial credit record. I (We) hereby authorize the release of all information, including credit information. I (We) agree that photocopy of this authorization be accepted with the same authority as the original. If Guarantor(s) credit is found to be unacceptable, Landlord reserves the right to ask that a different Guarantor be provided or may choose not to execute the Lease. Should Landlord choose not to execute the Lease due to unacceptable credit, this Guaranty is void.
13. Guarantor acknowledges that he/she has discussed with Tenant applicants the condition of the Premises and inventory, as applicable, and that such condition and inventory is acceptable.
14. All parties to this Guaranty agree that facsimile signatures shall be binding until originals can be obtained.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty of Lease effective as of this _____ day of _____, 2013. Signatures must be witnessed by a Notary Public to be accepted by Landlord.

(Please Print)

Guarantor's Name: _____ Relationship to Tenant: _____

Guarantor's Social Security # _____

Guarantor's Address: _____ City: _____ State: _____ Zip: _____

Email: _____

Guarantor's Phone #s (Home/Work/Cell): _____

Driver's License # (Include State of Issue and Expiration Date): _____

Guarantor's Signature: _____ Date: _____

Signed and subscribed to before me, a Notary Public, in the county of _____ State of _____, this _____ day of _____, 2013.

Notary Public: _____

My Commission Expires: _____

[Notary Seal]

I/WE HAVE READ AND UNDERSTAND THE ABOVE _____ (initials)

LEAD-BASED PAINT DISCLOSURE (Rentals)

Attachment to Residential Lease Agreement for the Property commonly known as:

Street Address	City	CO State	80 Zip

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

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

Disclosure for Target Housing Rentals and Leases
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention, an additional copy of which may be found online at <http://www.epa.gov/earth1r6/6pd/lead/leadpdf.pdf>.

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

- (a) Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.
- (b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):
 - Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 - Landlord has knowledge of lead-based paint and/or lead-based paint hazards are present in the housing (explain):
- (c) Records and reports available to Landlord (check one box below):
 - Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
 - Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Tenant's Acknowledgment

(Please Initial)

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

Certification of Accuracy

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

LANDLORD:
Dimensions Realty and Management LLC, doing business as
Dimensions Realty Management Corp

BY: _____
Ross Milliken, Property Manager Date

TENANT:

Date

Date

Date

PET AGREEMENT

In the event of a violation of any of the following terms and conditions of this Pet Agreement, Landlord shall have the right to immediately cancel this Agreement and require the pet owner/Tenant to immediately remove the pet from the Premises. Cancellations of this Agreement will not imply a waiver of the Tenant's responsibility for any damage.

Premises: _____, **Fort Collins, Colorado**

In consideration of the Landlord's agreement to waive the pet restrictions in the Lease, the Tenant/pet owner hereby agrees to the following terms and conditions:

1. Only the pet(s) listed and described below are authorized under this Pet Agreement; additional or different pets must be approved IN ADVANCE and in writing by the Landlord. Only house pets will be permitted on the Premises. Exotic pets are not permitted on the Premises, including, but not limited to, any type of reptiles. Pit Bulls or other "vicious" animals are not permitted.

2. Pet(s) shall not cause: danger, damage, nuisance, noise, or health hazard to the Premises, grounds, common areas, walks, parking areas, landscaping or gardens. Tenant agrees to clean up after the pet and agrees to accept full responsibility and liability for any damage, injury, causes of action, or law suits arising from or caused by his pet(s). Tenant agrees to indemnify, defend and hold Landlord harmless from and against any legal claims or claims for damage caused by the pet(s).

3. Pets are only permitted if allowed by the rules and regulations, covenants and restrictions on the title to the property of which the Premises is a part. Tenant agrees to a) register, b) license, and c) immunize the pet(s) in accordance with local laws and requirements.

4. Tenant warrants that the pet(s) are housebroken. Tenant warrants that the pet(s) has no history of causing physical harm to persons or property, such as biting, scratching, chewing, etc., and further warrants that the pet(s) has no vicious tendencies.

5. The Tenant agrees to the following regulations:

Dogs and Cats: Shall be controlled at all times. Shall be kept on a short leash while in common area or on the grounds. Barking shall not be tolerated because it is a nuisance to other neighbors. Dog and cat excrement shall be picked up immediately. Proper disposal of cat litter (securely bagged) shall be done on a frequent basis. Odors arising from cat litter shall not be tolerated.

Birds: Birds shall be properly caged. Seeds and droppings shall be shielded or caught to prevent accumulations and/or damage to carpeting/floors.

Fish: Aquariums shall not leak and shall be cleaned regularly to prevent foul water and/or odors. Aquariums are not permitted on any areas with hardwood floors.

6. In the event Landlord receives complaints regarding the pet(s), the Tenant/pet owner shall receive one (1) warning. On the second offense, the pet shall be removed from the Premises by the Tenant/pet owner. The pet owner shall also receive one (1) warning about cleaning up after the pet(s), then the pet shall be removed from the Premises by the Tenant/pet owner.

Pet Description:

Kind: _____ **Breed:** _____ **Color:** _____ **Name:** _____ **Weight:** _____ **Age:** _____
 Female Male Spayed Neutered

Pet Fee:

Tenant agrees to pay the following non-refundable pet fee: \$ _____

NOTICE: ANY FEES SHALL NOT LIMIT TENANT'S OBLIGATIONS PURSUANT TO THIS PET AGREEMENT.

Entered into effective as of the ____ day of _____, 2013.

LANDLORD:
Dimensions Realty and Management LLC, doing business as
Dimensions Realty Management Corp

BY: _____
Ross Milliken, Property Manager Date

TENANT: _____ Date

Date

Date

OCCUPANCY LIMITS DISCLOSURE STATEMENT FOR PROPERTY LEASE

**City of Fort Collins Neighborhood Services
281 N. College Avenue, PO Box 580, Fort Collins, Colorado 80522, 970-224-6046**

The City of Fort Collins Code requires that any person selling or leasing a home, apartment or other dwelling unit must inform the buyer or renter about the maximum number of people who, by law, are allowed to occupy that home. All parties must sign where indicated below.

The maximum permissible occupancy of this dwelling unit is:

- 1. One (1) family (related by blood, marriage, adoption) and not more than one (1) additional person; or
- 2. Two (2) adults and their dependents, if any, and not more than one (1) additional person.
- 3. Up to four (4) unrelated persons in a dwelling unit located in an apartment complex containing units which were approved by the City to house four unrelated persons.

Actual signatures are required on this form. *It is required that this form be verified by electronic means OR notarized, attached to your lease, and a copy kept at the leased property or on-site management office. The shaded areas are for notary use. If the form is not notarized, the shaded areas should be left blank.

Property Address: _____

Property Owner Name(s): _____

Property Manager Name: Dimensions Realty and Management LLC, dba Dimensions Realty Management Corp,
141 S. College Avenue, #202, Fort Collins, Colorado 80524, 970.490.1220

TENANT:

Date

Subscribed to and affirmed before me on _____ (date) by _____

Notary Public: _____ State: _____

County of: _____ My Commission Expires: _____

[Seal]

Date

Subscribed to and affirmed before me on _____ (date) by _____

Notary Public: _____ State: _____

County of: _____ My Commission Expires: _____

[Seal]

Date

Subscribed to and affirmed before me on _____ (date) by _____

Notary Public: _____ State: _____

County of: _____ My Commission Expires: _____

[Seal]

If requested by the City during an investigation, you are required to provide this fully executed disclosure statement to the City pursuant to City Code Paragraph 5-265(b). Failure to properly execute and retain this statement is a civil infraction punishable by a fine of not more than \$1000, in addition to any costs, fees, or surcharges assessed by a court or referee. Fines may be assessed to the owner, manager, and/or tenants.

DEFINITIONS OF WORKING RELATIONSHIPS

Different brokerage relationships are available which include Seller Agency, Buyer Agency, or Transaction-Brokerage.

For the purposes of this document, seller also means “landlord” (which includes sublandlord) and buyer also means “tenant” (which includes subtenant).

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

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

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

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

CLEANING INSTRUCTIONS CHECKLIST

The following cleaning checklist is to be used as a guide for cleaning your unit when you vacate. We would like to point out that you are not charged for "ordinary wear and tear;" however, we do not consider dirt in any form within the scope of the definition of "ordinary wear and tear." It is our desire to refund your entire deposit.

REFRIGERATOR: Unplug, defrost and clean with detergent and water or baking soda and water. Be sure to include the shelves, butter tray, ice cube trays and all other compartments (inside and outside). Leave the door or doors open when you are through to prevent the unit from becoming moldy. Be sure to clean under the refrigerator and vacuum the coils behind it. Be sure to leave butter trays, ice cube trays, and egg trays.

STOVE/OVEN: Put this at the top of your list. If you start early, it won't be such a chore when you move. Unplug the range as with the refrigerator before cleaning. Clean the top of the stove, under the burners, knobs, drip pans, stove rings and stove hood (including fan filter). Clean the oven and oven racks using oven cleaner (if you don't have a self-cleaning oven). Be sure to put papers or plastic in front of the stove to protect the floor. Make sure the broiler pan and drawer beneath the oven are clean. If you have a self-cleaning or continuous clean oven, do NOT use oven cleaner and be sure to remove the chrome racks before starting the clean process. Follow the directions on your range instead. Be sure to remove the stove drawer and clean underneath the unit. Run the exhaust hood filters through the dishwasher and replace in the hood. Wipe exteriors and interiors to be free of grease/dust/fingerprints. Replace burned out light bulbs. Be sure to clean and leave broiler pans and oven racks.

MICROWAVE: Wipe all surfaces of the interior to be free of food deposits. Wipe all exteriors and shine.

CUPBOARDS AND DRAWERS: Wipe down inside and outside with a cleaner that doesn't leave a dull film. Dry with a clean cloth. Make sure that the tops of the cupboards are dusted and clean.

SINKS: Scour the sinks and faucets with a high-quality, non-abrasive cleanser (example: Bar-Keep) and wipe dry with a clean cloth.

DISPOSAL: Must work and be free of food remnants. To do this, run a tray of ice cubes through the disposal while running cold water through. Place one cup of baking soda in the disposal and do not run any more water through the disposal.

DISHWASHER: Wipe inside and out, cleaning away any old soap scum. Sprinkle one cup of baking soda on the bottom before closing. Do not run the dishwasher again.

DOORS AND WOODWORK: Be sure to put papers or plastic in front of the cabinets to protect the flooring. Wipe down and polish.

LAUNDRY/UTILITY ROOM, GARAGE, STORAGE AREA/UNITS, DECKS/DRIVES: Please make sure you've swept and mopped (or sprayed with a hose/nozzle for outside only) these areas; they are often left undone. Make sure you remove all of your personal property, including but not limited to oil, paint, soap, tires, boxes, sacks, etc.

LINOLEUM/TILE FLOORS: Vacuum or sweep and damp mop the floors, making sure to clean the grout free of stains as well (if applicable). Put the wash water down the toilet to avoid stopping up the sink. Wax if necessary.

CARPETS: The carpets must be clean. Professional carpet cleaning is required. Watch the newspapers for specials from carpet cleaning services. **Grocery store machines are not acceptable.**

WALLS AND CEILINGS: Dust or wash baseboards and door jams. Remove any marks from the walls, wipe fingerprints from the walls, light switch plates and outlets, tops of registers, doorknobs and wall telephone area. Vacuum the walls and ceilings to remove cobwebs. Fill any holes with small amount of spackle.

WINDOWS/WINDOW SILLS/SCREENS: Vacuum the window screens and window tracks. Wash windows without leaving any streaks. Windows must be cleaned inside and out unless you live above the first floor, in that case, you are responsible for the inside only. Be sure the sills are dusted and wiped clean. Screens must be free of holes. Clean out window wells of trash, weeds and cobwebs.

DRAPES AND BLINDS: Vacuum and dust. Blinds must be clean and dust free. All drapes and blinds must be in good working order.

CLOSETS: All closets should be thoroughly cleaned, all hangers removed and shelves, floors and baseboards dusted and wiped or vacuumed clean.

FIXTURES: Take down and wash the light fixtures as they catch a lot of dust. Be sure all burned out light bulbs are replaced. All ceiling fan blades must be cleaned.

TOILETS: Thoroughly scrub the toilet bowl inside and out with a good disinfectant. This includes the lid, seat, behind the toilet and bottom/outside of the tank.

BATHTUBS AND SHOWERS: Scour the tub and walls of the bathtub including shower doors and their metal tracks. Clean out the soap dish as well. Wipe dry with a clean cloth. These must be free of soap scum and mold.

MEDICINE CABINET AND VANITY: Clean inside and outside and polish. Clean tracks as well.

NAIL HOLES: If you have put up pictures, remove the nails and neatly fill in the holes with a small amount of spackling compound. Apply just enough to fill the hole.

HOOKS, ETC.: Please leave paper towel racks, ceiling hooks, cup dispensers and so forth behind. When these are removed they usually take the paint with them.

GARBAGE/TRASH: All trash must be removed from the property before you leave. Make sure to sweep porches, patios, driveways and sidewalks.

YARD: Yard must be mowed, trimmed and weeds/sticks/leaves/trash removed in the summer. In winter, all trash, leaves and branches must be removed.

KEYS: Return all keys, including mail box keys and garage door openers, if any.

FIREPLACE: Remove ashes and large debris, clean fireplace glass, and vacuum interior. Clean vents.

If you would like recommendations for a handyman or cleaning service, please call our office at 970.490.1220.