



Grace Property Management
2200 E. 104th Ave, Suite 105
Thornton, CO 80233
303.255.1990
www.RentGrace.com

RESIDENTIAL LEASE / RENTAL AGREEMENT

This is a Binding Legal Document. If not understood, legal counsel should be consulted before signing.

1. PARTIES / PREMISES

This Lease Contract is between you, the resident (list all people signing the Lease Contract):

_____ and us, Grace Management, the Agent for the Owner. You have agreed to rent the Premises located in the City of _____, the County of _____, zip code _____ State of Colorado, described as _____.

The terms "you / your / and tenant(s)" refers to all residents listed above and all occupants. The terms "we / us / our," refer to Grace Management, our agents and representatives. Your primary language is: _____

Grace Management does not own the Premises. We are a Colorado real estate Broker acting as an Agent / Broker for the property Owner.

2. OCCUPANTS

The Premises will be occupied only by you and (list all other occupants not signing the Lease Contract): _____.

3. MONEY DUE

Security Deposit _____
Rent for the period from _____ to _____ _____
Lease Admin/Technology Fee (nonrefundable) _____
Total due _____

4. CONTRACT TERM

The initial term of the Lease Contract begins on _____ and ends at 12:00 noon, on _____.

5. RENT

You agree to pay us rent of _____ per month payable in advance and without demand or notice.

You also agree to pay us a lease admin/technology fee equal to \$25 per month

These sums total _____ due per month.

Rent is due on the 1st day of the month and late if not paid on or before the 1st day of the month.

6. SECURITY DEPOSIT

The Security Deposit will secure the performance of your obligations. We may apply all portions of said deposit on account of your obligations. Any balance remaining upon termination will be returned to you. We may hold security deposit funds in savings account and you agree to waive all rights to any interest earned, unless prohibited by law. You agree to waive your right for us to use cash basis accounting for the deposit accounting. It is agreed that _____ **Owner** / **Agent** will initially hold your Security Deposit, subject to further assignment, as authorized. You may not apply security deposit as an offset or reduction to the payment of rent or other sums due under this Lease at any time for any reason whatsoever. We will have the right to apply such portion(s) of the Security Deposit reasonably necessary to remedy any default(s) by you in the payment of rent, or to repair any damage to the Premises or property caused by you. Regardless of whether specifically stated in any applicable provision of the Lease, you will always be liable to us for any damage caused by you, any occupant, child, family member, guest, invitee, or licensee of yourself, or any other person on the Premises due to you. Regardless of any Security Deposit, if you are liable for any damages, you will pay us such damages upon demand. Our right to possession of the Premises upon your default will not be limited in any respect because we hold any security deposit. If we apply any portion of the Security Deposit for any purpose while you are in possession of the Premises, you will promptly pay us upon demand the amount necessary to restore the deposit to the original amount. Your legal liability to us will not be limited under any circumstances to the amount of the Security Deposit, but rather you remain liable for and will promptly pay us all sums due under this Lease in excess of the Security Deposit including but not limited to all amounts for damages and repairs. Upon vacating for any reason, if you do not leave the Premises in as good condition when you received from us, normal wear and tear accepted, we will apply such portion of the Security Deposit reasonably necessary to restore the Premises to said condition. We may also apply the Security Deposit to effect repairs, or to pay any sum owed by you to us whatsoever, including but not limited to any amount for final cleaning or repair of any part of the Premises including any damage caused to the Premises by smoking or smoke. Within sixty (60) days after termination of this Lease, or surrender and acceptance of the Premises, whichever occurs last, we will mail to you at your last known address a written statement listing the full and specific reasons for all charges against the Security Deposit together with a refund of the balance, if any, of the Security Deposit to you. Prior to vacating you will provide in writing to us, and the US Postal Service, each Resident's individual forwarding or last known address. You agree that any change of forwarding of last known address provided by you to us will only bind us if receipted for by us. If more than one person signed this lease, we may issue one check for the Security Deposit refund payable jointly to all Residents, and mail such check to any last known address of any Resident.

7. UTILITIES

We will pay for the following items, if checked: **water** _____ **sewer** _____ **trash** _____ **gas** _____ **electricity** _____. You will pay for all other utilities, related deposits, and charges on utility bills connected in your name or during your tenancy. You must not allow utilities to become past due or disconnected until the Lease Contract term ends. Utilities may be used only for normal household purposes. You must contact all utility providers and transfer services into your name no later than your move-in date. Failure to transfer utilities within 3 days after the move-in date will result in a charge of \$10.00 per bill that the landlord attempts to transfer.

8. DELAY OF OCCUPANCY

If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we are not liable to you for the delay. The Lease Contract will remain in full force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. If the delay is longer than 3 days, you have the right to terminate this Lease. Termination notice must be in writing. After termination, you are entitled only to 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 Premises.

9. LATE FEE / POST FEE

If your full rent is not received on or before the 1st day of the month, you will be delinquent, and all remedies under this Lease Contract will be authorized. If your rent is not received on or before the 8th day of the month you will pay a late charge of five percent (5%) of the rent that is past due. You will pay a charge of \$20.00 for each returned check, plus late charges. You will pay a fee of \$50.00 for any demand notice or any non-compliance notice served upon the Premises. This posting fee shall not be consider a late fee, rather this posting fee is acknowledged to offset expenses incurred by us, for the preparation and delivery of such notice. Your promise and covenant to pay rent under the terms of this Lease Contract is independent, absolute, without right to offset, or deduct by you, for any reason whatsoever including but not limited to any alleged breach by us, claimed by you. You agree to pay all legal fees, including court-awarded attorneys' fees, and Sheriff fees, incurred for your non-payment of rent or your non-compliance of any lease terms provided that the Landlord is the prevailing legal party. You acknowledge that we may elect not to accept any payment from you if that payment does not include the full amount due at that time. We may, at our option, require at any time that you pay all rent and other sums in certified funds.

10. CONDUCT

The Premises may only be used as a private residence. No commercial or business activity may be conducted in, or on, the Premises. The Premises and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. You are not allowed to cause, maintain or permit to remain on the property any deposit of trash. We may regulate the use of patios, balconies, yards, driveways and porches. You are not allowed to store or keep or allow to be stored or keep any articles or materials, which we classify as junk. You will keep the property clean, weeds pulled, shrubbery, lawn, trees and bushes watered, mowed, and trimmed in a first class condition at all times. If, in our judgment, you are not maintaining the lawn in a first class condition, we may hire a lawn company to maintain and care for the lawn at your expense. You will be responsible for turning on any sprinkler system or swamp coolers in the spring months. You will be responsible for proper winterization of any sprinkler system or swamp coolers in the fall months, as well as any costs incurred from damage due to improper sprinkler system or swamp cooler winterization. You will be liable to us for damage caused by you or any guests, agents, or occupants. We may exclude guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any other rules, or disturbing residents, other neighbors, visitors, owner representatives, or us. You and your occupants or guests may not engage in the following prohibited activities: loud or obnoxious conduct, disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the residence; possessing, selling, or manufacturing illegal drugs or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by Colorado Law, discharging a firearm in the residence; using the Premises for other than residential use. We are not responsible for any violation of the implied covenant of quite enjoyment that is committed by a third-party acting beyond the reasonable control of the landlord.

No Smoking. No smoking or use of vaping devices will be allowed in, on, or around the Premises. Should any evidence of smoking be detected at any time, including by evidence of cigarette butts, you will reimburse us for our costs to reinspect the Premises for compliance, plus all painting and cleaning costs to mitigate any smoke smell or damage, as determined by us.

11. VEHICLES

You agree that any abandoned, unlicensed, derelict, inoperable and / or wrongfully parked vehicles on the Premises may be towed from the Premises by us, or hired towing company, at your expense. You further agree not to store and / or park any vehicle, trailer, camper, boat, or any other similar recreational item or vehicle on the Premises without our written consent. You agree not to store and / or park any commercial or public vehicle on the Premises under any conditions. You agree not to make any repairs of the aforementioned motor vehicle and / or recreational items on the Premises without our written consent. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. We may have illegally parked vehicles

towed without notice. A vehicle is prohibited from the Premises if it: (1) has flat tires or other conditions rendering it inoperable; (2) takes up more than one parking space; (3) belongs to a resident or occupant who has surrendered or abandoned the Premises; (4) blocks another vehicle from exiting; (5) is parked in a fire lane or designated "no parking" area; or (6) is parked in a space marked for other resident(s) or unit(s). You will pay for the cost of removal of oil, drips, or stains in any assigned driveway, parking area or garage.

12. RESIDENT SAFETY / 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 detectors, CO detectors, door and window locks.

Smoke and CO Detectors. We will furnish smoke and carbon monoxide (CO) detectors, and we will test them and provide working batteries when you first take possession. After that, you must test as required and pay for and replace batteries as needed. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report detector malfunctions to us. Neither you nor others may disconnect detectors. You will be liable to others and us for any loss or damage from fire, smoke, or water if that condition arises from your disconnection or failing to replace batteries, or from you not reporting malfunctions.

Casualty Loss. We are not liable to any resident, guest, family member, or occupant for personal injury or damage or loss of personal property from fire, smoke, rain, flood, environmental problems, mold, water leaks, hail, ice, snow, lighting, wind, explosions, and interruption of utilities. We are not liable for any loss of food due to refrigerator or other appliance failures. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must, for 24 hours a day during freezing weather - (1) keep the Premises heated to at least 50 degrees; (2) keep outside water spigot disconnected. You will be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us (that is, hold us harmless) from all liability for those services. Unless otherwise provide by law, we are 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 are not obliged to furnish security personnel, security lighting, gates or fences, or other forms of security unless required by statute. We are not responsible for obtaining criminal history checks on any resident, occupants, or representatives of us. You agree to hold us harmless and to indemnify us against any losses, damages or claims including attorneys' fees and costs made by you for all risk assumed by you under this section. Because you are not covered by our insurance and because of the risk assumed by you under this section, we recommend and urge you to secure adequate renter's property and liability insurance to insure and protect you against risk of losses. To the greatest extent permitted by law, you agree to hold us harmless and to indemnify us against and from any lawsuit, loss, cost, expense, damage, or claim including attorneys' fees and costs resulting from any injury, whether to property or to person, whether to you, your family, occupants, guests, invitees, or any person entering the Premises or the community of which the Premises is a part. Unless prohibited by law, you waive any insurance subrogation rights or claims against our insurers and us.

13. MAINTENANCE

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

You acknowledge that you have inspected the Premises, and you agree that they are safe, and in good order and repair, including all window and door locks and smoke and CO detectors, unless otherwise indicated. You acknowledge that no condition exists in the premises that materially interferes with your life, health, or safety. You

are responsible, at your own expense for: (a) maintaining the Premises and landscaping in good repair and sanitary manner including all equipment, appliances, smoke and CO detectors, plumbing, heating and air conditioning, and will surrender the same, at termination, in as good condition as received, normal wear and tear excepted; (b) all inside and outside pest and/or insect control after the second week of occupancy. All pest control policies shall comply with HB19-1328; (c) cleaning drain and sewer blockage(s) not caused by broken lines, or tree roots; (d) clearing all blockages of garbage disposal and repairs, (e) replacing any and all interior or exterior glass that becomes broken or cracked for any reason and any window or door screens that become torn or ripped for any reason; (f) changing any and all furnace filters at least quarterly; (g) maintaining all appliances; (h) re-lighting of furnaces, hot water heaters and gas fireplaces. You will not paint, paper, redecorate, or make alterations to the Premises without prior written consent from us.

Owner will initially provide the following appliances:

Refrigerator _____ Dishwasher _____ Stove _____ Microwave _____ Washing Machine _____
Clothes Dryer _____ Number of Garage Door Openers provided _____
Number of House Keys provided (if extra are needed, resident will be responsible for making copies) _____
Number of Mail Keys provided _____ Number/Type of Community Keys provided _____

14. REQUESTS / REPAIRS / MALFUNCTIONS

In any circumstance or situation, which involves immediate, imminent, or substantial risk of harm or damage to property or persons, their health or safety, you shall notify us immediately of any such circumstances, situation, malfunction, or necessity for repair.

We will act with customary diligence to make repairs and reconnections. Rent will not abate. You will be responsible for all costs of repairs due to you or your occupants or guests conduct or negligence. You are solely responsible for setting of appointments with, the meeting of, and allowing access for any vendor or repair-person.

You may mail or personally deliver written notice of an uninhabitable condition to our office at 2200 E. 104th Ave. #105, Thornton, CO, by email at info@rentgrace.com, or through our online tenant portal at www.RentGrace.com.

El inquilino puede enviar por correo o entregar personalmente un aviso por escrito de una condición inhabitable a la 2200 E. 104th Ave. #105, Thornton, CO, o por correo electrónico a info@rentgrace.com, o a través de nuestro portal para inquilinos en línea por nuestra página de www.RentGrace.com

15. REIMBURSEMENT

You must promptly reimburse us for loss, damage, and repair service calls where the cost of repairs or service caused in the Premises were by you, or your guests or occupant's improper use or negligence. You agree to pay for any service-trip charge if you fail to meet a vendor for an appointment or if the vendor determines that no repair was needed or necessary. We may require payment at any time, including advance payment of repairs for which you're liable. Any delay in our demanding sums you owe is not a waiver.

16. OTHER RESIDENTS / ASSIGNING AND SUBLETTING

Persons not listed in Section 2 must not stay in the Premises for more than five (5) consecutive days without our prior written consent, and no more than two occasions in any one-month. You will not assign this Agreement, or sublet the Premises, or any part thereof, and will not allow any person to occupy the same other than those occupants listed above to whom the Premises are rented under this Agreement without our prior written consent, which we may withhold at our sole and absolute discretion. Landlord may assign this lease.

17. PETS

No pets of any kind are allowed (even temporarily) anywhere on the Premises, unless we've so authorized in writing. If we discover a pet on the property you will be in default of the Lease Contract and will reimburse for our costs to reinspect the Premises for compliance.

18. WHEN WE MAY ENTER

We will have the right to enter the Premises, with notice when practical, without notice when not practical, at any reasonable time to examine, inspect, repair the same, show to prospective purchasers, mortgages, or lessees of the Premises or for any other legitimate or necessary purpose, without the same constituting an eviction in whole or in part. The rent will not abate during any period that we enter. You agree that we are not required to provide 48 hours' notice to inspect and treat the Premises for bed bugs.

19. DEFAULT BY RESIDENT

You will be in default if: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates this Lease Contract, or fire, safety, health or criminal law (regardless of whether arrest or conviction occurs), (3) you violate any community or Home Owner Association rule(s) or regulation(s), (4) you abandon the Premises, (5) you give incorrect or false information in a rental application; (6) you or any occupant is arrested for a criminal offense involving actual or potential harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia as defined in Federal Law or Colorado Law; or (7) any illegal drugs or paraphernalia are found in your Premises. If you are delinquent in paying amounts due, including paying us your initial move-in charges and deposit(s), you will be in material violation of the Lease Contract. If in default, we may exercise one or more of the following remedies, without limiting any other right or remedy:

Eviction. If you default, we may end your right to occupy by giving the notices required by Colorado law and then we can exercise all legal rights. 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 rights to damages, past or future rent, or other sums.

Other Remedies. Upon default, we have all other legal remedies, including Lease Contract termination. If any court or legal order restrains or bars you from the Premises, we may deny you access to the Premises, including by changing the locks.

20. DEFAULT BY OWNER

We will act with customary diligence to: (1) maintain fixtures, hot water, heating and A/C equipment, as applicable; (2) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and (3) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable. If we violate any of the above, (a) you must make a written request for repair or remedy of the condition; (b) after receiving the request, we have reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor and utilities; (c) if we haven't diligently tried to repair within a reasonable time, you must then you may exercise the remedies available to you pursuant to C.R.S. § 38-12-501, et seq.. Our failure to make any repair will not constitute a breach of this Lease Contract by us unless such failure makes the Premises uninhabitable and you vacate the Premises due to such failure.

21. PAYING SUMS DUE

Payment of all sums is an independent covenant. Monies paid by you shall be applied to the amounts you owe in the following order: (1) rent, (2) other sums due from you. All sums other than rent (which is due on the first) are

due upon our demand. After the due date, we do not have to accept any payments which are less than the full amount due, for rent or any other payment, except as required by law.

22. HOLDOVER

We may terminate your tenancy at the end of any term, extension, renewal, or month-to-month tenancy, in accordance with applicable law. If with our consent, you continue in possession of the Premises after expiration of the Lease Term, any extension, or renewal, this Lease Contract shall become a month-to-month tenancy, subject to all of the terms and conditions of this Lease Contract. The Lease Contract 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 Contract or applicable law. If you hold over and go month to month, you will be liable for and agree to pay a month-to-month fee equal to 25% of the current monthly rental rate. This month-to-month fee is not rent or additional rent but consideration paid by you to us for the privilege of being allowed to occupy the Premises on a short-term basis without having to commit to a longer term, and you having the flexibility to terminate the Agreement on notice required by this Agreement. If the parties agree to a new Lease term, you will no longer be liable for paying the month-to-month fee. If either you or we gives notice to vacate, you shall vacate on or before the date specified in the notice. If without our consent, you continue in possession of the Premises, and fail to vacate or fail to turn in any keys after expiration and termination of any Lease Contract term, extension, or renewal, or after any notice to vacate, you shall be wrongfully holding over. For any wrongful holdover period, you shall pay us rent in the amount of two (2) times the daily rent calculated by using the monthly rent from the preceding month.

23. NOTICE TO QUIT

You will give us at least thirty (30) days written notice of your intent to vacate the Premises prior to the end of the Lease Contract term, or extension, or renewal thereof, or thirty (30) days written notice of your intent to vacate when you have become a month-to-month tenant. In order for your notice to be valid, all Residents who executed the Lease Contract must sign the notice. Your notice of intent to vacate will only be valid on the date the notice is actually received by and receipted for, by us. If you provide us with a written notice to vacate or intent to move-out, you may not withdraw that notice. If you are on a month-to-month tenancy, and you vacate without this required and proper notice, you will be liable to us for the actual losses we incur as a result of your failure to provide the required notice. In addition, you shall also be liable to us for any other charges or amounts due including but not limited to utilities, cleaning, or any damages to the Premises, and we will retain all remedies for other non-compliance with the Lease. Premises are considered vacated at the time you return the keys to the Grace Management office.

24. CLEANING UPON VACATING

You acknowledge that all carpets were professionally cleaned upon the signing of this Lease Contract and agree to have carpets professional cleaned upon vacating the Premises, and agree to provide us with a copy of the applicable invoice. You must thoroughly clean the Premises. If you don't clean adequately, you will be liable for reasonable cleaning charges – including, but not limited to charges for cleaning carpets, window coverings, and appliances. You acknowledge that the property is completely and professionally clean, without damage, and in an overall first-class condition, and to your satisfaction. You acknowledge receiving a check-in sheet upon signing this Lease Contract. You will have 5 days from the starting date of this Lease Contract to return the check-in sheet to us. This check-in sheet will be considered received when we give you a copy, signed by us. If you do not have a check-in sheet signed by us at the time of your move out, and we do not have the same, signed by both us and you, or if you turned in your check-in sheet more than 5 days after the starting date of this Lease Contract, then the Premises will be considered to have been completely clean and without any damage at the time of your move in.

25. OTHER CHARGES

You will be liable for the following charges, including but not limited to: unpaid rent, unpaid utilities and utility disconnect fees; un-reimbursed service charges; damages or repairs (beyond normal and reasonable wear); repair coordination fees; replacement cost of our property that you received, or was in, or attached to the Premises and is missing or damaged; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives for any reason; unreturned keys; missing or burned out light bulbs; stickers, scratches, burns, stain or holes; removing unauthorized security devices; packing or removing property; removing illegally parked vehicles; HOA fees or fines; late payment and returned check charges; any valid eviction proceeding against you, plus court-awarded attorney's fees, court costs, sheriff's fees, and filing fees; and all other sums due. If you vacate owing monies and we initiate collections, either through using a 3rd party collection firm, or in-house, you will pay an additional 30% in collection costs on all amounts owed and all legal and related fees of collection, with or without suit, including legal fees and court costs.

26. BREAKING YOUR LEASE

Should you vacate the Premises at any time before the Lease Contract expiration date you shall continue to pay all rent, charges, fees, including utilities and lawn upkeep expenses. You shall pay these amounts as due, until either the Premises is re-rented, or until the Lease Contract expiration date, whichever occurs first. We shall make reasonable and customary efforts to re-rent the Premises. In addition to paying all sums due, you shall reimburse us our actual reletting costs and expenses. Costs and losses include, but are not limited to, advertising, showing the Premises to prospective tenants, utilities for showing, checking prospects, office overhead, marketing costs, locator-service fees, future or past-due rent, repayment of concession or discounts, leasing fees paid to Agent, charges for cleaning, repairing, repainting, or unreturned keys, or other sums due.

27. SURRENDER / ABANDONMENT

You agree that if you abandon or vacate the Premises and leave behind personal property of yours, occupants, guests, invitees, or any other person claiming them, we will have the right to remove and dispose of said personal property as we will see fit, in accordance with applicable law, at your sole risk and cost and without recourse by you or any person claiming under or through you against us. If you do not occupy the Premises for more than fifteen consecutive days without written notice to us, we may presume that it is your intent to abandon the Premises and any personal property within the Premises. You covenant to occupy the Premises and you will be in default if you do not occupy the Premises on a regular, continuing, and consistent basis. If you have not removed any and all personal property from the Premises at the time you have surrendered or abandon the Premises, it will be presumed that your intent is to abandon such personal property. You acknowledge that we are in the business of renting the Premises and the removal of the property is necessary to our livelihood as such, you will indemnify us against any claim or cost for any damages or expense with regard to the removal, disposal and / or storage of the property, including allowable attorneys' fees and costs regardless of who makes a claim against us in connection with our removal of any property. You will have abandoned or surrendered the Premises if you turn in any keys regardless of whether rent is paid or not. You will have abandoned or surrendered the Premises if any of the following events occur and if your personal belongings have been substantially removed, and you do not appear to be living in the Premises in our reasonable judgment: (1) Your moveout or notice-to-vacate date has passed; (2) You are in default for non-payment of rent for 10 consecutive days; (3) Water, gas, electric, or any other utility for the Premises connected in your name has been terminated or disconnected; (4) We are in the process of judicially evicting you for any reason and you fail to respond for 2 consecutive days to any notice posted on the Premises stating that we consider you to have abandoned the Premises. You also abandon or surrender the Premises 10 days after the death of a sole resident. If you abandon the Premises or vacate the Premises upon the expiration or termination of this Lease Contract while leaving personal property within the Premises, you specifically and irrevocably waive all title and interest you have to such property and grant to us full authority to immediately dispose of same in accordance with applicable law, without accountability.

28. JOINTLY & SEVERALLY LIABLE

Each Resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract, all residents are considered to have violated the Lease Contract. Our requests and notices to any Resident constitute notice to all residents and occupants. Notices and requests from any Resident or occupants constitute notice from all residents (except notice to vacate under section 23). In eviction suits, any one of multiple residents is considered the agent of all other residents in the Premises for service of process.

29. JURY WAIVER / ATTORNEYS' FEES

You and we agree that any action or proceeding in which we are seeking possession of the premises from you, a trial shall be heard by a court sitting without a jury.—In any disputed court action where the court resolves the dispute and determines the prevailing party, the court shall also award to the prevailing party its reasonable attorneys' fees and costs and the non-prevailing party shall be liable to the prevailing party for payment of any court awarded attorneys' fees and costs. If we filed an eviction due to your Lease Contract breach, including breaching for non-payment of rent, regardless of the outcome or disposition by the Court, you agree upon request that the Court 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 you and us shall make that determination. You agree that suit shall have the broadest possible meaning and includes by way of example, but not by way of limitation, any lawsuit, governmental agency action, including but not limited to, any fair housing claim, or any other proceeding, between you and us to enforce this Lease Contract, arising from this Lease Contract, or in any way connected with this Lease Contract or your tenancy at the Premises, including but not limited to, litigation concerning your Security Deposit. **Cap on Attorney's Fees:** The attorneys' fees and costs awarded to the prevailing party shall not to exceed \$2,500.

30. STATUTORY RIGHT TO PAY

If we file an eviction case and the court determines the possession issue, attorneys' fees and costs will be awarded to the prevailing party as determined by the court consistent with the parties' intent to have attorneys' fees and court costs awarded to the prevailing party in disputed court actions as set forth in paragraph 29 of this Lease Contract. If you exercise your statutory right to pay, we only has to accept your payment if you fully pay all amounts due according to eviction notice, as well as any rent that remains due under this Lease Contract. If you exercise your right to pay, you agree to **pay in certified funds.**

31. INTERPRETING THIS LEASE CONTRACT / NON-WAIVER

No action or omission of us or our representative(s) will be considered a waiver of any subsequent violation, default, or time 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 circumstance. Exercising one remedy won't constitute an election or waiver of other remedies. All remedies are cumulative. This Lease Contract is subordinate to existing and future recorded mortgages. No waiver of any term, provision or condition of this Lease Contract, in any one or more instances, will be deemed to be or will be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision, condition or right under this Lease Contract. Our acceptance of any sums of money from you following an event of default will be taken to be a payment on account by you and will not constitute a waiver by us of any rights, nor will any such payment cure your default if such payment is less than the full amount due and outstanding, nor will any such payment from you reinstate this Lease Contract if previously terminated by us.

32. BINDING EFFECT

This Agreement will be binding upon and insure to the benefit of ours and yours and their respective successors and assigns. We shall not be legally bound by this Lease Contract until we have delivered an executed copy to you. However, your execution shall constitute an offer to lease the Premises pursuant to the terms of this Lease Contract, which offer shall remain irrevocable for a period of seven (7) days after the date of execution by you.

33. AMENDMENTS

This Lease Contract contains the entire agreement between us and you and may not be modified in any manner except by an instrument in writing signed by both parties. As an alternative to physical delivery, any signed documents and written notice may be delivered in electronic form via fax or email.

34. SEVERABILITY AND SAVING CLAUSE

Invalidation of any one of the foregoing provisions, covenants, or promises by judgment or court order will in no way affect any of the other provisions, covenants, or promises contained in this Lease Contract which will remain in full force and effect. No provision covenant, or promise contained in this Lease Contract will be deemed invalid or unenforceable because such provision, covenant, or promise does not provide for or grant us or you equal or reciprocal rights. If any court of competent jurisdiction determines or finds that any provision, covenant, or promise does not provide for or grant us or you equal or reciprocal rights, the specific provision, covenant, or promise so found will be interpreted by the court to grant us or you equal or reciprocal rights under the provision, covenant, or promise at issue. However, before interpreting any provision, covenant, or promise as granting us or you equal or reciprocal rights under this provision, the court will have to have initially determined that the provision, covenant, or promise at issue is unenforceable or void under Colorado law because such provision, covenant, or promise does not provide for or grant us or you equal or reciprocal rights.

35. ONLY AGENT ENTITY LIABLE

Grace Management and Investment Corporation, is designated by Owner as its General Agent with authority to manage, lease, and administer the Premises and Property and to enter into, administer and enforce this Lease Contract. In the event of any actual or alleged failure, breach or default by Agent: 1) your sole and exclusive remedy will be against property owner, or Agent entity and Agent's entity assets, and not against any person, company employee, company licensee, or company owner or owner or any owner entity; 2) you will not sue or name in any individual capacity any individual, partner, member of Agent or Agents entity in any action or lawsuit; 3) you will not serve with legal process any individual, partner, member of Agent or Agent entity in any action or lawsuit; 4) In the event you breach the covenant to not serve legal process on any individual, partner, member of Agent or Agent entity in any action or lawsuit, any such individual, person, or entity so served will not be required to answer or otherwise plead to any service of process; 5) you will not take any judgment against any individual, partner, owner, member of Agent or Agent entity in any action or lawsuit; 6) any judgment taken by you against any individual, partner, member or Agent or Agent entity in any action or lawsuit may be vacated and set aside by any individual, partner, owner, member of Agent or Agent entity as to them, each of them, any of them; 7) you will not levy or cause to be levy or execute any writ of execution or similar writ against any assets of any individual, partner, owner, member of Agent or Agent entity. Your covenants in this section are enforceable both by Agent and by any individual or entity that is protected or benefited by such covenants. To the maximum extent permitted by applicable law, you specifically agree to look solely to the Agent for the recovery of any judgment against Agent, it being agreed that Agent and any of its related and affiliated entities (and any of its past, present, or future officers, members, trustees, employees, partners, owners, shareholders, insurers, agents and representatives) will never be personally liable for such judgment.

36. LIMITED RECOURSE

Agent’s liability under or in connection with the Lease Contract, including, without limitation, for any defaults thereunder or breaches thereof, or any other action or cause, shall be limited strictly to actual, out-of-pocket damages incurred by you as a direct result of Owner or Agent breach or default of the Lease Contract, and such damages shall be limited to an amount not to exceed the aggregate net sum of rents collected from you under the Lease Contract and actually received by Owner. To the fullest extent permitted by law, You hereby agree to waive any and all other claims, causes of action, damages and remedies against the Agent or Owner of any kind or nature, including, without limitation, punitive or consequential damages. In further limitation of the foregoing, you agree that you will look solely to the estate and property of Owner in the land and buildings comprising the Premises, and subject to prior rights of any mortgagee of the Premises of any part thereof, for the collection of any judgment (or other judicial process) requiring the payment of money by Owner, and no other assets of Owner shall be subject to levy, execution, or other procedures for the satisfaction of your remedies. You also agree not to initiate suit against, or attempt recovery from, any partner, shareholder, owner, officer, director, member, manager, employee, agent or representative of Owner or Agent if ownership of the Premises is held in an entity rather than an individual.

37. CUMULATIVE REMEDIES

Each right and remedy provided for in this Lease Contract will be cumulative and will be in addition to every other right or remedy provided for in this Lease Contract now or hereafter existing at law or in equity. The exercise or commencement of the exercise by us or any one or more rights provided for in this Lease Contract or at law will not constitute an election by us or preclude the simultaneous or subsequent exercise by us of any or all other rights or remedies.

38. FAIR HOUSING

We are dedicated to honoring federal, state and local fair housing laws. We will not discriminate against any tenant because of their race, color, religion, national origin, familial status, disability, sex, sexual orientation, gender identity, immigration/citizenship status, or military/veteran status. 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.

49. GOVERNING LAW / HEADINGS & CAPTIONS

This Lease Contract and all Addenda shall be governed by and construed in accordance with the laws of the State of Colorado. Venue is proper exclusively in the county in which the Premises are located. The section headings are inserted only for convenient reference and do not define, limit or prescribe the scope of this Lease Contract or any exhibit attached hereto.

40. ADDITIONAL PROVISIONS.

THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY GRACE PROPERTY MANAGEMENT & REAL ESTATE'S LEGAL COUNSEL, TSCHETTER SULZER MUCCIO, PC.

Tenant / Resident (Print)

Tenant / Resident (Signature)

date

Tenant / Resident (Print)

Tenant / Resident (Signature)

date

Tenant / Resident (Print)

Tenant / Resident (Signature)

date

Tenant / Resident (Print)

Tenant / Resident (Signature)

date

Tenant / Resident (Print)

Tenant / Resident (Signature)

date

Tenant / Resident (Print)

Tenant / Resident (Signature)

date

Grace Management (Agent for Owner) (Signature)

date

By _____
Agents Printed Name

SAMPLE