

Ram's Crossing Lofts
1117 City Park Avenue
Fort Collins, CO 80521
(970) 482-1054

This Rental Agreement, and any and all addendum and/or agreements attached hereto, made this ____ day of _____, _____, by and between Ram's Crossing and its agents, employees, representative, contractors, successors and assign (collectively referred to as "Agent") and the following individuals who shall execute this lease agreement (collectively as "tenant"):

Tenant(s) agree(s) to rent apartment _____ for the term of _____ commencing on _____ and ending on _____ based on the following terms and conditions:

1. RENT: Tenant shall pay Agent the gross amount of \$ _____ as rent for said term in equal monthly payments of \$ _____ due on the first day of each month, during said term, commencing _____. Occupancy date is _____ with prorated rent due of \$ _____ calculated through the end of said month. Move out date is _____ with prorated rent due of \$ _____ calculated through the last day of the lease term.

2. UTILITIES: In addition to and in the same manner as rent, you agree to reimburse the Agent on the first day of each calendar month, a monthly prorated utility fee of \$ _____ for your share of the cost of gas, water, sewer, electric, trash, expanded basic cable and internet paid for by Ram's Crossing during the month on your behalf. This utility fee shall be considered a "Lawful Charge", within the meaning of the Rental Agreement, and non-payment of this fee when due shall be considered non-payment of rent and be subject to the remedies described.

The resident's share is based on the total utility bills of the previous year paid by the owner. That amount is divided by the total approximate square footage of all units and common areas. This figure is multiplies by your apartment square footage _____ sq. ft., which is divided by 12 to give a monthly figure. Your monthly figure is \$ _____.

Rent Summary:

Rent:	\$00.00
Utilities:	\$00.00
Total Due:	<u>\$00.00</u>

3. LATE PAYMENT AND RETURN CHECK CHARGE: Tenant shall pay Agent the sum of \$30.00 on the 6th day plus \$5.00 per day for each day the full amount of the monthly rent is not paid when due. Tenant shall also pay Agent the sum of \$30.00 for any check Tenant tenders to Agent for payment of the rent or late charges, which is not honored by the financial institution up which the check is drawn. After one NSF check, rent payments will be accepted by money order, cashiers check, or credit card only. Payment of all sums is an independent covenant. At our option and with notice, we may apply money received first to your non-rent obligation, then to rent, regardless of notations on checks or money orders and regardless of when the obligation arises. Landlord may not apply money to any non-rent obligations unless landlord provides tenant with 14 days written notice of the charge and opportunity to cure. All other than rent (which is due on the first, late on the sixth) is due upon our demand. These may be required in guaranteed funds. After the due date, we do not have to accept the rent or any other payments.

4. SECURITY DEPOSIT: Tenant shall place with Agent the sum of \$ 00.00 receipt of which is acknowledged by Agent, as security for payment of the rent and other charges specified above and for tenant's compliance with the other terms and conditions stated herein.

Agent shall return the security deposit to Tenant within 60 days of the termination of this lease or surrender and acceptance of the premises, which ever occurs last, provided:

- A. The full term of the Agreement as stated above has expired and Tenant has not "holdover" for and period thereafter, except pursuant to a new Lease for a new term.
- B. All rents (including any unpaid portion of the gross amount set forth in #2 above) late payment and returned check charges have been paid by tenant;

- C. There has been no damage to the premises during tenancy;
- D. Tenant has cleaned the premises thoroughly. A minimum dollar amount will be taken from the deposit to cover carpet and detail cleaning: 2BR is \$120.00, 1BR is \$100.00, Studio is \$80.00. Smoking inside the apartment may result in painting costs and additional cleaning fees.
- E. No litigation costs or legal fees are owed by tenant pursuant to the terms stated herein;
- F. Tenant has not otherwise breached any of the terms and conditions state herein;
- G. Tenant shall not be entitled to require the Agent to apply any portion of the security deposit to payment of the rent due for the last month of the term of the lease or for the last month (or portion thereof) that tenant occupied the premises;
- H. Agent shall be entitled to retain the security deposit, or a portion thereof, as may be necessary to cover any loss incurred by Agent as the result the Tenant's termination of this agreement prior to its stated term, any expense incurred by Agent to repair any damage to the premises, to clean the premises, or to remedy any breach by Tenant of any term of this lease, and all expenses incurred by agent to recover possession of the premises from tenant, including all costs and attorney's fees.

5. USE OF PREMISES: Tenant shall use the premises solely as the principle residence for tenant and tenant's family or roommates, consisting of _____ occupant(s). Tenant shall not permit any other persons to reside at the premises for more than 10 consecutive days, except with the written consent of Agent.

- A. Tenant agrees to give at least 30 days written notice if Tenant intends to vacate the apartment by the end of the term. Should Tenant fail to give such notice, the term of the lease shall continue on a month-to-month basis, and can be terminated only upon 30 days written notice before the end of each month.

6. TENANT OBLIGATIONS: Tenant shall keep the premises clean, including all appliances, fixtures and equipment therein and shall not cause or permit any dangerous or hazardous condition or item in the premises. Tenant shall use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended. Tenant shall not destroy, deface, damage or remove any part of the premises, the common areas or the play areas. Tenant shall promptly notify Agent of any defect in, damage to or inoperable condition of any appliance, fixture or equipment in the premises, including plumbing, heating and cooling apparatus, and shall not attempt to effect any substantial repair without the written consent of Agent. Tenant is not allowed to use double-sided tape on the walls. Upon termination of this Agreement, Tenant shall deliver the premises to Agent in as good condition as when the Tenant took possession, except ordinary wear and tear.

- A. Transfers within the property require a \$50.00 administration fee.
- B. Tenant shall not keep any unlicensed or inoperable vehicle on the property and shall pay all towing charges incurred by Agent to remove such vehicles if not removed by Tenant following issuance of written demand for removal. Further, Tenant shall not keep or maintain any boat, camper, trailer, or other recreational vehicle on property without the prior written consent of the Agent. Also, Tenant will not wash or repair car on the property.
- C. Parties are not allowed on the property. Quiet hours are from 10PM to 7AM and are strictly enforced. We enforce the three strikes and you're out policy.
- D. Tenant shall permit agent to enter the premises for purposes of inspection, repair, maintenance and showings with 24-hour notification between the hours of 9:00am and 5:00pm 7 days a week, event though Tenant may not be present. Tenant agrees that no prior notice will be required in the event of an emergency.
- E. Tenant shall keep decks or patios clean and free of debris. No stuffed furniture is to be used outside. City ordinance prohibits propane grills on any deck or patio.

- F. Tenant shall not make or permit to be made any alterations, repairs, additions or other changes in the premises without prior written consent of Agent.
- G. Upon termination or expiration of the Agreement, Tenant shall immediately deliver the premises to Agent, together with all keys to the premises. Keys are to be returned by midnight on the last day of the lease term. If keys are not returned by this time a \$50.00 administration fee will be assessed unless prior written consent of Agent is given. Tenant shall not change the locks or install different or additional locks to the premises without the prior written permission of Agent. If resident changes locks without permission they will be charged \$50.00 for re-keying. If such permission is given, tenant shall provide Agent with a key to all locks on the entryways to the premises.
- H. In the event it is necessary for Agent to engage in litigation arising from this lease, losing party shall pay prevailing party's attorney fees and costs.
- I. Tenant shall comply and shall cause all members of Tenant's family and Tenant's guests to comply with all written rules and regulations existing at the time of signing of this lease.
- J. Tenant agrees that the failure of any member of Tenant's family or of Tenant's guest(s) to comply with any of the provision stated above shall be deemed a breach of this agreement and Agent may take action as necessary to recover possession of the premises.
- K. Tenant should schedule an appointment with the Agent for a move out inspection. Such inspection shall in no event excuse the Tenant from damage discovered after the move-out inspection. Should Tenant abandon the apartment meaning leaving same without notice to Landlord for more than ten consecutive days and failing to pay monthly rent and additional rent when due, then Tenant agrees that Landlord may deem the apartment as abandoned, dispose of personal property as it deems fit and Tenant agrees to hold Landlord harmless and indemnify it against any claim arising from Landlord's actions after Tenant's abandonment of the apartment.

7. DEMAND FOR POSSESSION, NOTICE OF TERMINATION, NOTICE TO QUIT OR

HOLD: In the event Tenant defaults on any payment required hereunder and said default is not cured by Tenant in full within three days of written demand by Agent, Agent shall be entitled to exercise all legal rights. Notice may be by personal delivery to any resident, personal delivery at the premises to any occupant over 16 years of age, or affixing the notice to the apartment's main entry door. Termination of your possession right doesn't release you from liability for future rent. After giving notice to vacate or filing 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 or right to damages, past or future rent or other sums. In the event the Tenant fails to comply with any other provision stated herein, Tenant shall vacate the premises and surrender immediate possession to agent within three (3) days of written demand by Agent. In the event Tenant does not vacate and surrender possession of the premises within that three (3) day period, Agent shall be entitled to take such action as specified in the above paragraph or any other lawful action to regain possession of the premises.

Tenant shall provide Agent at least 30 days prior to the date the Agreement expires, with written notice of Tenant's intention to vacate and surrender the premises upon expiration of the term stated above.

- 8. LIABILITY:** Tenant agrees that Agent shall not be liable for any damages or losses to person or property caused by other Tenant's or persons, theft, burglary, assault, vandalism or other unlawful conduct. Tenant further agrees that Agent shall not be liable for personal injury or damage or loss of Tenant's personal property located within or outside the premises. Tenant acknowledges that Tenant has been advised to secure insurance to protect him/herself from loss, which may occur on premises.

9. CONDITION OF PREMISES: Tenant acknowledges that Tenant has received a check in sheet and must fill said sheet out and return it to Agent within seven (7) days of occupancy. Tenant acknowledges that the premise is clean and ready for occupancy.

10. PREPRESENTATION AND MODIFICATION: Tenant acknowledges that no representations were made to Tenant by Agent concerning the terms and conditions of this lease agreement or the condition of the premises which are not expressly stated in the Agreement. Tenant agrees that the Agreement constitutes the entire agreement between Tenant and Agent and that no provision in the Agreement may be discharged, modified, or changed except by written agreement signed by Tenant and Agent.

11. JOINT AND SEVERAL LIABILITY: If more than one Tenant is a party to this Agreement, each such Tenant shall be liable to Agent for payment of the full amount of the rent required by this Agreement and for any and all late charges, returned check fees, damages and other monetary obligation specified herein and that Agent shall not be required to apportion such liability between Tenant's

12. ADVICE OF COUNSEL: Tenant acknowledges that Tenant has been free to obtain the advice of independent counsel of Tenant's choice prior to Tenant's execution of this Agreement. Tenant further acknowledges that Tenant has executed this Agreement freely and voluntarily and Tenant fully understands each of the provisions stated herein and the legal import thereof.

13. PETS: NO pets are allowed on the premises! This includes temporarily or visiting pets. Violation of this policy will result in a \$100.00 fine for the first offense and possible eviction for further offenses.

14: SPECIAL PROVISIONS:

RESIDENT: _____ SS#: _____ DR. LIC: _____
RESIDENT: _____ SS#: _____ DR. LIC: _____
RESIDENT: _____ SS#: _____ DR. LIC: _____

Accepted by Ram's Crossing Apartments

Agent for Owner
Date

Tenant acknowledges receiving a copy of this lease agreement and a move in inventory and condition form.
