



RESIDENTIAL LEASE AGREEMENT

THIS LEASE, made this _____ day of _____ 2008 is by and between **Select Property Enterprises, Inc.**, (referred to hereinafter as "Agent"), and _____, referred to hereinafter as "Tenant").

In consideration of the mutual promises, covenants and agreements contained herein, Agent and Tenant agree as follows:

1. PREMISES AND TERMS. Agent, by these presents, does hereby demise and lease unto Tenant the property commonly known by street and number as: Colorado Springs, Colorado, County of **El Paso**, Colorado **809** (the "leased premises"). The term of this Lease shall be for a period of _____ () months and _____ - _____ days, from **12:00 noon** on the _____ day of **2008** to 12:00 noon on the _____ day of **200**____. Tenant agrees, however, that in the event Agent is unable to deliver possession of the leased premises on the date the term of this Lease is to commence, as set forth in the immediately preceding sentence, this Lease shall not be void or voidable, nor shall Agent be liable to Tenant for any loss or damage resulting therefrom; rather, there shall be an abatement of rent for the period between the date the term of this Lease is to commence.

2. SECURITY DEPOSIT. Tenant shall pay to Agent a Security Deposit in the amount of \$ _____ in cash or certified funds, upon approval of Application. Failure to pay any portion of the Security Deposit when due shall constitute material breach of this Lease and shall entitle Agent to exercise any and all remedies set forth in this Lease or available by law, in equity, by statute or otherwise, including but not limited to statutory remedies for non-payment of rent. The Security Deposit will be retained by Agent as security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this Lease, AND SUCH DEPOSIT SHALL NOT CONSTITUTE PRE-PAID RENT. All security deposits received by Agent for and from Tenant shall be deposited in a separate trust account at the CITADEL BANK. Tenant acknowledges that Agent will not be liable or responsible for any loss, liability, damage or expense (including attorney fees) suffered or incurred by Tenant as a result of any bankruptcy, insolvency or similar financial difficulty or failure of the depository institution(s). Tenants' security deposits may be deposited in an interest bearing account at sole discretion of Agent. Any interest which may accrue to this security deposit, shall accrue to the benefit of the Agent, Tenant expressly agrees and waives all rights, title and interests to the received interest, and by accounting of same. The Security Deposit, without interest and after deduction for any amounts due from Tenant under this Lease or required to fulfill Tenants' obligations hereunder, shall be returned to Tenant within **Sixty (60) days** following the latter of the termination of this Lease or the surrender and acceptance of the leased premises. Any such deductions shall first be deducted from the Security Deposit for late charges, including any server fees, then to any damages, utility bills and rent. During the term of this Lease, Agent shall not be required to apply Tenants' Security Deposit to any charges or damages for Tenants' failure to perform the terms, covenants and conditions of this Lease, but may do so at Agent's option. In such event, Tenant shall, upon written demand from Agent, deposit with Agent an amount sufficient to restore the Security Deposit to its original amount. Holding or applying the Security Deposit shall not limit Agent's right to exercise all remedies under this Lease and/or provided by law including obtaining possession of premises, nor shall Agent's recovery exceed that amount. Agent reserves the right, in the event there is more than one person as Tenant hereunder, to return the amount of the Security Deposit, less appropriate charges, if any, by dividing the amount equally among all such persons

unless otherwise specified by written notice signed by all such persons and received by Agent prior to the termination of this Lease. In the event of sale of the leased premises or change of management, Tenant expressly agrees that Agent may transfer all Tenants' security deposits to owner or new managing agent, upon prior notice by first class mail to tenant of such transfer, including in the notice the owner's and/or new managing agent's name and address.

RENT. The total for the full term of this Lease shall be \$ _____. Of this amount, the pro-rated amount of \$ _____ shall be due concurrently with the execution of this Lease. The remainder shall be payable in equal monthly installments of \$ _____ each, due in advance on the **FIRST** day of each and every calendar month throughout the Lease term, commencing _____, 2005. Rental payments shall be electronically sent, mailed or delivered to Agent at **3280 E. Woodmen Road, Suite #200, Colorado Springs, CO 80920**, or to such other place as Agent shall designate in writing. If rent is not paid **IN FULL** by **5:00pm** on the **FIFTH** day of the month, a **LATE CHARGE** of Fifty dollars (\$50.00) will be charged to Tenant. If rent is not paid in full, including any previous late charges, by the **TENTH** day of the month for which rent is due, an additional late charge of Forty dollars (\$40.00) will be charged to Tenant. **Tenant further agrees to pay cash or certified funds for rental payments and late charges made after the 5th day of the month.** It is agreed that such late charges represent a fair and reasonable estimate of the costs and damages, which costs and damages are extremely difficult to ascertain, for time and resources expended by Agent during any particular month, as a result of Tenants' failure to pay as agreed herein. The late charges shall be in addition to and not a substitute for the legal rate of interest which may be assessed pursuant to any judgement obtained in a court of law for non-payment of rent. The late charges shall not be in derogation of any other right that Agent may assert, and acceptance of said late charges shall not act as a waiver of any other right or remedy available to Agent. If it becomes necessary, in Agent's sole and absolute discretion, to serve upon the Tenant any notice required by this Lease or required by law as a result of violation or breach of this Lease Agreement, Tenant shall be charged a server fee in the amount of \$50.00. In addition, if any check is returned unpaid by Tenants' bank, whether such check is for rent, the Security Deposit or any other payment, A **RETURNED CHECK CHARGE** of \$20.00 will be charged to Tenant in addition to any late charges due. **In the event more than one of Tenants' check is returned unpaid by Tenants' bank, Tenant shall make all subsequent payments in cash or certified funds.** Any late charges and/or returned check charges may be collected immediately by Agent, or, at Agent's option, may be deducted from Tenant's Security Deposit. Tenant agrees to promptly pay the monthly rental installments and all other sums due under this Lease, without notice, demand, abatement, deduction or set off, and to abide by all other terms, covenants and conditions of this Lease. **Tenant understands that any funds received will be applied first to any outstanding late, service, bank fees, maintenance fees or outstanding security deposit before being applied to the current months rent.** _____ (initials)

4. UTILITIES. Tenant agrees to pay ALL utilities, including trash service. Tenant is responsible for arrangements of all utilities for the premises, the payment thereof upon the effective date of this lease agreement, and any damages to the property which may result in Tenants' failure to supply necessary utility services during this Lease term and extensions thereto. Agent shall not be responsible to furnish any utilities for the premises. The charges for all utilities or services for which Tenant is responsible shall be deemed additional rent, whether paid or payable to Agent or directly to person or entity providing such utility or service. Prior to vacating the premises, tenant shall arrange with all utility companies providing gas, water and sewer, to take final meter readings on the **last day** of Tenants' lease term. Utilities not properly handled will result in the Tenant paying to the Agent an administrative fee equaling 25% of the outstanding utility charges remaining after Tenant vacates the property.

5. USE AND OCCUPANCY. Unless otherwise agreed in writing, Tenant shall use the leased premises for residential purposes only. No business or other income generating occupation shall be conducted on the premises. Only the person or persons signing this Lease and _____ (**0**) **Others** shall reside in the leased premises, and Tenant shall not permit guests to occupy the leased premises more than fourteen (14) days without prior written consent of Agent. Tenant understands and agrees that the foregoing limitations on the use and occupancy of the leased premises are a material inducement for the granting of this Lease by Agent to Tenant.

6. RULES AND REGULATIONS. Tenant agrees to abide by all applicable laws, ordinances and regulations of City, County, State and Federal authorities and, with all covenants, conditions, restrictions, rules, regulations

or other encumbrances affecting the premises, and Tenant acknowledges and agrees that the failure to do so shall constitute a breach of this Lease. Tenant agrees, for himself, members of his family and guests, to comply with the rules and regulations that Agent may from time to time deem necessary or desirable for the protection of the leased premises and/or, if the leased premises are part of a building containing more than one unit, the general welfare of tenants in the building in which the leased premise are located. Agent shall furnish Tenant a thirty (30) day advance written notice of adoption of such rules and regulations. Any breach of the rules and regulations shall be considered a breach of this Lease and shall permit Agent to terminate Tenants' right to possession of the leased premises pursuant to Section 20 hereof. Tenant agrees not to make or permit any excessive noise or to create or permit any nuisance such as will disturb the peace and tranquility of neighbors or, if the leased premises are part of a building, containing more than one unit, other tenants in the building in which the leased premises are located. No Tenant, guest, or invitee of the Tenant shall commit or permit to be committed any act on or near the premises which constitutes a substantial violation as defined in C.R.S. 13-4-107.5 as amended. Substantial violations include, but are not limited to, acts that endanger persons or property of the landlord, co-tenants, or persons living near the premises or which constitute violent or drug related felonies prohibited under the Criminal Code of Colorado.

7. LEASE APPLICATION. If Tenant has executed an application for lease from prior to or concurrently with this Lease, the information, statements and representations given and made by Tenant in such application are hereby incorporated by this reference. The execution of this Lease by Agent is acknowledged by Tenant to have been induced by the information, statements and representations set forth in such application. If any information, statement, or representation contained in such application is or proves to be false or untrue, such event shall be considered a breach of this Lease and shall permit Agent to terminate Tenants' right to possession of the leased premises pursuant to Section 20 hereof.

8. ENTRY BY AGENT. Tenant expressly agrees to fully cooperate and permit Agent, Owner, or other designees, to enter the leased premises, including storage areas, if any, at any reasonable time with next day notice to the Tenant, for the purpose of inspection, repair, improvement, restoration or maintenance of the leased premises, or to show the leased premises to any real estate broker or salesperson, lender, appraiser, or insurance agent; except in the case of an emergency where property may be at risk. Upon Agent's receipt of Tenants' written notice to vacate or beginning the last **Ninety (90)** days of Tenants' Lease term, including extensions thereto, Tenant expressly agrees to fully cooperate and permit Agent, Owner, or other designees to show the leased premises to any prospective tenant or buyer and to allow a lockbox, For Sale and/or For Rent sign, to be placed in an appropriate place on the premises. Failure to comply with marketing attempts in not allowing showings or failure to maintain the premises will result in the forfeiture of the Tenant's security deposit.

9. ASSIGNMENT AND SUBLEASING. Tenant shall not, and promises to agree not to, transfer or assign this Lease, or sublet any portion of the leased premises, or keep roomers or boarders without prior written consent from Agent. Any assignment or sublease without such prior written consent shall be void and shall confer no rights upon any third party.

10. CONDITION OF LEASED PREMISES. By taking possession of the leased premises, Tenant shall be deemed to have acknowledged that Tenant has examined the leased premises and all furnishings and appliances therein and to have agreed that the leased premises and all furnishings and appliances therein are in good condition and repair, except as noted in a separate written instrument, i.e. *Rental Property Condition Report*, if any, executed by Tenant and returned to Agent within Five (5) calendar days after taking possession of the leased premises. Tenant agrees to return the leased premises, furnishings and appliances to Agent upon termination of this Lease in the same condition, normal wear and tear excepted. **Tenant acknowledges that Tenant leases the leased premises AS IS and WITH ALL FAULTS**, and that Agent has not agreed to undertake any maintenance, alterations or repairs or to construct any improvements to the leased premises, nor has Agent made any representations or warranty, express or implied, as to the condition of the leased premises or the fitness or suitability of the leased premises for any particular use or purpose. **AGENT HEREBY DISCLAIMS, AND TENANT HEREBY WAIVES, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER WITH RESPECT TO THE LEASED PREMISES, INCLUDING BUT NOT LIMITED TO THOSE OF CONDITION,**

TENANTABILITY, HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR PARTICULAR USE OR PURPOSE, AND COMPLIANCE WITH ANY APPLICABLE LAWS, CODES OR REGULATIONS.

11. CARE OF LEASED PREMISES. Tenant hereby promises and agrees that Tenant will not cause or permit any neglect or deliberate misuse of the leased premises, or furnishings or appliances provided therein. In the event that Tenant causes or permits any such neglect or deliberate misuse of the leased premises, furnishings or appliances, tenant agrees to and shall bear the expense of repairs, if any, and all damages resulting therefrom. The expense so incurred shall be immediately due from Tenant at the option of Agent. Further, Tenant shall not make or cause to be made any physical alterations of or in the leased premises, including, but not limited to, painting, papering, adding or changing door locks, or causing cable television to be connected, without the advance written notice of Agent, which consent may be withheld in the sole and absolute discretion of Agent. Tenant shall not perform or permit any overhaul of any vehicle on the premises. Upon vacating the leased premises, **Tenant agrees to and shall bear the expense of having ALL CARPETS PROFESSIONALLY STEAM CLEANED USING A VENDOR DESIGNATED BY LANDLORD and shall furnish Agent a copy of the receipt.** After Tenant vacates the leased premises, a final cleaning of the leased premises, furnishings and appliances including, but not limited to, professional steam cleaning of carpets, shall be performed by Agent or Agent's designees, if determined by Agent, in Agent's sole and absolute discretion, to be necessary to restore the leased premises to their pre-leased condition. It is expressly understood, acknowledged and agreed that the actual cost of such final cleaning shall be deducted from Tenants' Security Deposit. Should the actual cost of such final cleaning exceed Tenants' Security Deposit, Tenant agrees to pay immediately, to Agent, any excess charge upon demand from Agent. Any excessive odors (such as but not limited to nicotine, smoke, pet, cooking odors, incense, etc.) is not considered normal wear and tear and will be a tenant responsibility to have removed.

12. MAINTENANCE: Tenant shall maintain the interior of the leased premises, and the furnishings and appliances therein, in the same or better condition than when received and in a clean and sanitary manner and sightly condition. Tenant shall also maintain the yards, if any, keeping weeds pulled, leaves raked, trees and shrubs trimmed and grass sufficiently watered, properly fertilized and mowed to a reasonable standard consistent with Home Owner Association rules and consistent with the overall standard of upkeep for the neighborhood. Tenant further agrees to maintain the sidewalks, walkways, driveway and parking area, if any, free and clear from snow, ice and oil deposits and to keep the entire leased premises free from trash, rubbish, abandoned vehicles and the like. In addition, tenant shall be responsible for draining and securing the sprinkler system, if any, to prevent freezing during cold winter months. Tenant will be responsible for any repairs due to freeze breaks of outside water faucets/spigots (ie. Hoses left hooked up during the winter months.) Any landscaping damage, including the sprinkler system, resulting from improper care as determined by Agent, will be repaired and/or replaced solely at Tenants' expense. All structural and aesthetic damages resulting from leaks in waterbeds, and any glass breakage (windows) shall be repaired solely at Tenants' expense. In the event that Tenant fails to maintain the leased premises as required above, Agent and/or Agent's designees shall have the right but shall not be obligated, to enter the leased premises and perform such maintenance, and Tenant agrees to bear the expense of any such maintenance. The expense incurred shall be immediately due from tenant. Agent shall not be liable in any manner for any inconvenience, discomfort, interruptions, or interference with Tenants' occupancy of the leased premises for any repairs, alterations, or other improvements being made to the leased premises. **All repairs, alterations, or other improvements shall be done during working hours unless tenant shall request in writing to Agent that same be done during other than normal working hours and Tenant agrees to pay all extra costs incurred.** Landlord agrees to maintain the exterior of the structure and the mechanical fixtures of said property. This is to include the heating and air conditioning units if applicable (excluding filters), plumbing fixtures and piping (sewer cleanout for roots only), electrical wiring, septic systems, garage door openers and remotes except for batteries and kitchen appliances of said property. Repairs to these systems necessary due to the negligence of Tenant or their guests shall be at the Tenant's expense.

13. VACATING AND HOLDING OVER. Tenant understands and expressly agrees to give Agent Thirty (30) day written notice prior to the expiration of their current lease if their intent is to vacate the premises at the end of the lease term **(Notice must be given on the first of the month).** Tenant agrees at the expiration of this Lease and any extensions hereto, to peacefully surrender and deliver the leased premises to Agent. In the event tenant retains possession of the leased premises beyond the expiration of the term of this

Lease and continues to pay rent, and if Agent accepts such rent without any express written agreement as to such holding over, tenant shall be deemed a month to month tenant subject to the terms and conditions set forth in this Lease, if applicable. In the event of such continuation on a month to month basis, this Lease may then be terminated by either party giving thirty (30) days written notice prior to the end of the rental month, and Agent may, at Agent's option, increase the rent for any such holdover period giving Tenant ten (10) days written notice prior to the end of the rental month. Nothing contained herein shall be construed as requiring Agent to accept any rent tendered by Tenant after the expiration of the term of this Lease, or to permit Tenant to hold over.

14. LEASE RENEWAL Upon any extension or renewal of this lease agreement Tenant agrees to have carpets professionally steam cleaned, Tenant also agrees to have all outstanding items paid in full and have a walk through completed by the property manager.

15. MILITARY CLAUSE. If Tenant and/or Owner is transferred with a permanent change of address, not deployment, by the military or if the Tenant retires from active military service, requiring the Tenant/Owner to reside on this or another location not less than 50 miles outside of the radius of the property, the Landlord agrees to terminate this lease agreement. Tenant is required to give not less than 30 days written notice, to be given at the beginning of any given month, along with proof of said transfer or retirement. Tenants' right to cancel, however, does not relieve Tenants from compliance with all other provisions of this Lease. Owner must give not less than 60 days written notice with a copy of their transfer papers at the beginning of any given month.

16. DAMAGE, DESTRUCTION OR FORECLOSURE. If the leased premises are so injured or damaged by fire or other cause or casualty as to render them untenable, then either Agent or Tenant may terminate this Lease as of the date such injury or damage occurred, by written notice given to the other party within fifteen (15) days after the occurrence of such injury or damage, or, in Agent's case, within fifteen (15) days after Agent receives notice of the injury or damage; provided, however, that if such injury or damage is caused directly or indirectly by any act, omission, abuse or negligence of Tenant or any person claiming under Tenant, or the family members, guests, visitors, invitees, licensees, agents, employees or contractors of Tenant or any such person, then only Agent shall have the right to terminate this Lease. In addition, in the event the building of which the leased premises are a part so injured or damaged by fire or other cause or casualty (even though the leased premises may not be affected) that Agent ascertained within a reasonable time that there will be no rebuilding, then this Lease shall be terminated as of the date such injury or damage occurred. Upon termination, rent shall be prorated as of and paid through the date such injury or damage occurred, or the date of last possession by Tenant, whichever is later, and the parties shall be relieved of further obligations hereunder, provided, however, that nothing contained herein nor any termination pursuant hereto shall release or be construed to release Tenant from liability for any injury or damage to the leased premises or the building of which the leased premises are a part directly or indirectly caused by any act, omission, abuse or negligence of Tenant or any person claiming under Tenant, or the family members, guests, visitors, invitees, licensees, agents, employees or contractors of Tenant or any such person. If this Lease is not terminated as provided above following any such injury or damage caused directly or indirectly by Tenant or any persons under Tenant, or the family members, guests, visitors, invitees, licensees, agents, employees or contractors of Tenant or any such person, then Agent shall proceed with reasonable diligence to repair such injury or damage. Agent and/or Owner shall not be liable in any manner for any inconvenience, discomfort, interruptions, or interference with Tenants' occupancy of the leased premises for any repairs of such injury or damage to the leased premises. In the event the leased premises should become involved in foreclosure proceedings, Tenant affirms that Agent shall not be held responsible or liable for any expenses incurred by Tenant due to foreclosure of the leased premises described herein.

17. PETS. NO ANIMALS (PETS) MAY BE KEPT PERMANENTLY OR HARBORED TEMPORARILY ON OR NEAR THE LEASED PREMISES WITHOUT THE ADVANCE WRITTEN CONSENT OF AGENT, WHICH CONSENT MAY BE WITHHELD IN THE SOLE AND ABSOLUTE DISCRETION OF AGENT. Any such written consent is hereby incorporated by the reference. In consideration of the mutual promises, covenants and agreements contained herein, Agent and Tenant agree as follows:

1. Tenant shall not keep animals of any kind on the Property (or) Pets authorized by Landlord shall be limited to:

Pet Type/ Breed	Name	Color	Age	Weight
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Only the pet(s) listed and described above are authorized. Additional or other pets, including offspring, may not be kept permanently or harbored temporarily on or near the leased premises without advance written consent of Agent, which consent may be withheld in the sole and absolute discretion of Agent. Any such written consent is hereby incorporated by the reference

2. Pet(s) will not cause danger, damage, nuisance, noise, health hazard to or on the leased property, or soil the property in any manner, or disturb the rights, comforts and convenience of neighbors. Pet feces and cat litter boxes must be cleaned up frequently and properly disposed of to prevent any foul odors and/or damage to the leased property

3. Tenant warrants that the pet(s) is housebroken and further warrants that pet(s) has no vicious history or tendency of causing physical harm to persons or property, including biting, scratching, chewing, etc. Tenant agrees to abide by all covenants and laws regarding pet(s). Birds must be caged. Seeds and droppings will be shielded or caught to prevent accumulation and/or damage to carpeting/floors. Aquariums will not leak and will be cleaned regularly to prevent foul water and/or odors. All other terms and conditions of Tenant's Residential Lease Agreement shall continue in full force and effect. Agent shall, from time to time, have the right to make reasonable changes and additions to the pet rules herein which shall be in writing and a copy provided to tenant.

4. In the event of a violation of any of the above terms and conditions by the Tenant, other occupants, guests or invitees, the Agent and/or Owner shall have the right to immediately cancel this agreement and require the pet (s) Owner/Tenant to immediately remove pet(s) from the premises permanently. Cancellation of this agreement will not imply a waiver of the tenant's responsibilities for any damages on or to the premises or limit Tenant's costs therefor. Additionally, Tenant shall be strictly liable for all costs for any injury and/or damages to the person or property of others, caused by such pet(s), and Tenant shall indemnify Agent and Owner of the leased property for all costs of litigation and attorney's fees resulting from same.

18. PARKING AND STORAGE AREAS. Tenant agrees that all vehicles will be parked in the garage or driveway and that all storage items will be placed in the garage, basement, storage shed or behind the fence line of any property. No trailers, boats, RV's or cars not licensed or vehicles that are not operable will be held on the premises at all. The use of such areas shall be governed by such rules, regulations and covenants as may be issued from time to time by Agent and/or designated Homeowner's Association for the leased premises, and such use shall be at Tenant's sole risk and with express understanding and agreement that Agent shall not be liable for personal injury or property damage or loss suffered or incurred therein or thereon.

19. LIMITATION OF LIABILITY. Tenant agrees that Agent shall not be liable for any personal injury or loss or damage to property which is caused by a failure or malfunction of the sewer or water system, gas or heating system, or electrical system when such failure or malfunction is the result of acts, events or omissions beyond the direct control of Agent, nor shall Agent be liable, in the event the leased premises are part of a building containing more than one unit, for any personal injury or loss or damage to property that may result from or arise out of any acts or omissions of other tenants or occupants in the building in which the leased premises are located, or their guests or pets. **Tenant expressly acknowledges that Agent's and the Owner's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause, and further acknowledges that Agent has advised Tenant to obtain and maintain Tenant's own renter's insurance policy if Tenant desires to insure Tenant's personal possessions or personal liability.**

_____ signature

20. ABANDONMENT. In the event Tenant vacates or abandons the leased premises prior to the termination of this Lease, Tenant expressly authorizes Agent at Agent's option, to re-enter the leased premises for the benefit of Tenant WITHOUT EFFECTING A TERMINATION OF THIS LEASE. All expenses incurred by Agent in

deemed an accord and satisfaction. Agent may accept any such check or payment without prejudice to Agent's right to recover the balance of such rent or other charges or to pursue any remedy for other preceding breaches of this Lease by Tenant or to pursue any remedy available to Agent.

26. ACKNOWLEDGEMENT. Tenant understands and acknowledges that this lease is a legal instrument and if not understood, Agent advised tenant to consult legal, Tax, or other counsel before signing. By signing this lease, Tenant expressly acknowledges that Tenant has thoroughly read and fully understands this Lease, and that Tenant has received a true and correct photocopy of this Lease from Agent. This Lease shall subordinate to all existing and future mortgages and deed of trust upon or affecting the leased premises or the property upon which the leased premises are located. Agent shall have such rights and remedies as contained in this Lease, and such rights and remedies shall be cumulative and shall not be exclusive of any other rights and remedies available at law, in equity, by statute or otherwise. Any grammatical changes shall be implied whenever necessary to change the gender and number of the parties of this Lease so that the wording in this Lease shall reflect the accurate fact. This Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns. **IF THIS LEASE IS SIGNED ON BEHALF OF TENANT BY MORE THAN ONE PERSON, THEN THE LIABILITY OF THE PERSON OR PERSONS SO SIGNING SHALL BE JOINT AND SEVERAL.**

27. TENANT UNDERSTANDS AND AFFIRMS THE FOLLOWING:

a. **SELECT PROPERTY ENTERPRISES, INC., ITS AGENTS AND EMPLOYEES, ARE AGENTS OF THE LANDLORD AND ARE NOT AGENTS OF THE TENANT.** Tenant acknowledges receiving a copy of the Definitions of Brokerage Relationships from Agent.

b. Tenant agrees to keep property free from smoking residue. Tenant understands that removal of any smoke smell is solely the responsibility of the Tenant to include but not limited to carpet, walls, drapes and venting systems.

c. Legal separation, divorce, and/or dissolution of co-tenancy shall not relieve tenant(s) from any of their obligations as specified in this Residential Lease Agreement.

d. Tenant is responsible and shall pay all reasonable charges levied by Vendor and/or Agent for any Tenant "missed appointments" for scheduled repairs or "unnecessary service calls". Any charges shall be paid by Tenant upon demand of Agent.

e. Tenant agrees to indemnify and hold harmless Agent and/or Owner against any claims, damages or liability arising out of any lawsuit which is the result of dangerous conditions caused by Tenant or allowed to exist on the premises by Tenant, including costs of defense and reasonable attorneys fees.

f. Tenant shall bear the expenses and be responsible for replacement of any burned out light bulbs and changing furnace and air-conditioning filters **monthly**, especially during winter and summer months when the use of the furnace and air-conditioning units are at their peak respectively. Tenant shall be liable for any damage to the air conditioning and furnace units if neglect or abuse of this responsibility contributes in any way to the damage of these units.

g. Tenant is cautioned against attempting to repair any item on the premises requiring special tools.

h. Tenant understands that waterbeds and/or flotation mattresses are not allowed. Any damage caused by any unauthorized waterbeds and/or flotation mattresses will completely be the responsibility of the tenant.

i. Tenant agrees to pay a 10% administrative fee on any cost involved in bringing the property back to the condition in which it was received minus ordinary wear and tear, including but not limited to—cleaning, steam cleaning, & yard care.

j. The property described in the Residential Lease Agreement may contain lead paint which is poisonous if eaten. Cracking, scaling, chipping or peeling paint on any interior or exterior surface may be especially hazardous. This may include, but not limited to, newspaper, pottery, dirt, furniture and common household dust. Many children do eat paint flakes and frequently become very sick.

You as a parent, are in the best position to safeguard your child's health by preventing him or her from eating paint or paint chips. If this property was built AFTER 1978, this information may not be applicable. You are leasing this property in its present "as is" condition and further acknowledges your understanding of the potentially hazardous condition that may exist in this property. By signing this you also release **Select Property Enterprises, Inc.** and Owner(s) of the property from any liability in this regard

**k. Tenant understands that if there are laundry appliances on the premise for their use, the landlord/owner may or may not maintain them. _____
initials**

**L. Landlord/owner do not warranty any hot tubs, or alarm systems _____
initials**

m. Utility provider for the property located at _____ is Colorado Springs Utilities. You may reach them at 719-448-4800. A final reading has been done effective

Initials.

ADDITIONAL PROVISION

WITNESS WHEREOF, this Lease has been executed on the day and year first set forth above.

Tenant acknowledges receipt of the following:

of keys _____ # of GDO remotes _____ Rules and Regulations (if any) _____

Copy of Tenant Handbook _____ (initial please) Renewal

TENANT:

MANAGING AGENT:

Select Property Enterprises, Inc.

Date

By: _____

Date

Title: _____

DEFINITIONS OF REAL ESTATE BROKERAGE RELATIONSHIPS

Seller's Agent*: A seller's agent works solely on behalf of the seller and owes duties to the seller which include the utmost good faith, loyalty and fidelity. The agent will negotiate on behalf of and act as an advocate for the seller. The seller is legally responsible for the actions of the agent when that agent is acting within the scope actually known by the broker. A separate **written** listing agreement is required which sets forth the duties and obligations of the parties.

Seller's Subagent*: A subagent owes the same duties of utmost good faith, loyalty and fidelity to a seller as the seller's agent and must make the same disclosures to buyers concerning adverse material facts about the property. A subagent will negotiate and act as an advocate for the seller, who is legally responsible for the acts of the subagent when acting within the scope of the sub agency. Seller must give **written** permission for the listing agent to employ subagents.

Buyer's Agent*: A buyer's agent works solely on behalf of the buyer and owes duties to the buyer which include the utmost faith, loyalty and fidelity. The agent will negotiate on behalf of and act as an advocate for the buyer. The buyer is legally responsible for the actions of the agent when that agent is acting within the scope of the agency. The agent must disclose to potential sellers all adverse material facts concerning the buyer's financial ability to perform the terms of the transaction and 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 parties.

Transaction Broker*: A transaction broker assists the buyer or seller or both throughout a real estate transaction with commination, advice, negotiation, contracting and closing without being an agent or advocate for any of the parties. The parties to a transaction are not legally responsible for the actions of a transaction broker and a transaction broker does not owe those parties the duties of an agent. However, a transaction broker does owe the parties a number of statutory obligations and responsibilities, including using reasonable skill and care in the performance of an oral or written agreement. A transaction broker must also make the same disclosures as agents about adverse material facts concerning a property or a buyer's financial ability to perform the terms of a transaction and whether the buyer intends to occupy the property. **No written** agreement is required.

* For purpose of these Definitions, buyer also means "tenant" and seller also means "landlord"