

## RESIDENTIAL LEASE AGREEMENT AND DEPOSIT RECEIPT

Date: January 28, 2008

**Received From:** XXXXXXXX as "Tenant", the sum of \$XXXXX USD, as earnest money deposit, which upon acceptance of this rental agreement, the Landlord shall apply as follows:

Security Deposit	\$ 1,500.00	Refundable
Pet Deposit Fee	500.00	
Refurbishing Deposit Fee	\$ 0.00	Non-Refundable
Initial Rent Payment from Sept. 14 to Oct. 13, 2006	\$ 1,450.00	Non Refundable
<b>Total Payment</b>	<b>\$ 3,450.00</b>	

**Note:** Total payments and deposits shown above, including pet deposit but excluding any redecorating deposit and first month's rent. The breakdown of the deposit amounts shown above is solely for the purpose of showing how such amounts were calculated and does not limit Landlord's right to use all deposit amounts as permitted by Colorado Statutes – Title 38 – Article 12 – 38-12-101. Tenant shall not use any refundable deposit as credit towards last month's rent. The security deposit will be returned to Lessee, without interest, on the full and faithful performance by him of the provisions hereof.

**Received by: America Tang – Property Manager**

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New Age Realty (623) 561-6877 email: [atangafc@aol.com](mailto:atangafc@aol.com) Date \_\_\_\_\_

**Property Description & Offer:** Tenant offers to lease the real property and fixtures and improvements thereon and appurtenances incident thereto, plus personal property described below (collectively the "Premises").

Property Address: **XXXXXXXXXXXXXXXXXXXXXXXXXXXX**

**1. Term:** The lease shall begin on September 14, 2007 and end on September 30, 2008, for a total rent of \$18,221.61 USD. OR until either party shall terminate the same by giving the other party sixty (60) days written notice delivered by certified mail. If the Tenant fails to vacate the premises as provided for in this Agreement, the Landlord shall be entitled to recover an amount equal to not more than two months' periodic rent or twice the actual damages sustained by the Landlord, whichever is greater. The term of the lease: 12 months. **Resident(s) please initial here:** \_\_\_\_\_

**PLEASE SEE ADDITIONAL TERMS ABOUT OPTION TO BUY UNDER ITEM 23.**

**2. Rent:** Tenant shall pay monthly installments of \$1,450.00. Rent shall be payable in advance without deductions or offsets. Rent is due on the first of each month. (Please review Section 4 for Late Fees & Partial Rent).

**3. Rent Proration:** Your second month installment is for a period other than the full month, the Tenant shall pay \$821.61 to cover the period from October 14 through October 31, 2006. Rent in full and other accrued charges shall be

Lease Agreement  
Address of Property  
Pueblo, CO 81008

\_\_\_\_\_  
 Tenant initials

due and payable no later than 5 p.m. on the first day of each month starting from your November 1, 2006 rent payment.

4. **Late Fee & Partial Rent:** Landlord is not required to accept a partial payment of Rent or other charges. If the rent is not paid on or before the fourth day of the month, tenant agrees to pay a late charge of \$25.00 plus \$10.00 per day thereafter until paid in full. Tenant further agrees to pay \$50.00 for each dishonored bank check plus appropriate late charges from the due date until good funds are received. The late charge period is not a grace period, and owner is entitled to make written demand for any rent unpaid on the second day of the rental period. All late fees, returned-check fees and processing fees shall be considered as "Additional Rent". Any unpaid balances remaining after termination of occupancy are subject to 1% interest per month or the maximum allowed by law. Tenant is aware that on the 5<sup>th</sup> day of each month, a 5-Day Notice will be served to the tenant due to non-payment of rent. If a 5-Day Notice is sent to the tenant, a \$25.00 processing charge will be added to the tenant's late fees and the tenant agrees to pay that charge with late fees.
5. **Physical Possession:** If Landlord is unable to deliver possession of the premises at the commencement hereof, Landlord shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered.
6. **Default:** If Tenant fails to pay rent when due, or perform any term hereof after not less than five (5) days written notice of such default given in the manner required by law, the landlord, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons the property while in default of the payment of rent, Landlord may consider any property left on the premises to be abandoned property and may dispose of the same in any manner allowed by law. In the event the landlord reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of Landlord for the payment of all sums due hereunder, to the maximum extent allowed by law. In the event of a default by Tenant, Landlord may elect to (A) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (B) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the tenant proves could be reasonably avoided.
7. **Termination:** The Tenant must give a FULL sixty (60) days written notice prior to move-out. The notice will not be accepted verbally and must be given in writing prior to the first of each month the rent is due. IF the 60 day notice is received after the 1<sup>st</sup> of the month, the lease shall not terminate until NEXT month at the end. When vacating – the Tenant is not considered to have vacated the property until keys have been physically returned to the Landlord, or Landlord representative, either in person or by certified mail to the Landlord's address. Leaving keys in or on the property will not be

considered a return of the keys, nor a vacating of the property. It should be noted that Tenant's liability does not end before the expiration of the lease simply by returning the keys before the lease ends.

- 8. Security Pet Deposit:** The security deposit shall secure the performance of Tenant's obligations hereunder. Landlord may, but shall not be obligated to apply all portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent. If at any time during the term hereof, if any rent or other sum payable by Tenant are unpaid, Landlord may appropriate and apply all or any portion of said deposit to payment of such sums. Funds held at Broker's Trust Account Landlord. No refundable deposit shall be transferred from the Broker's Trust Account without ten (10) calendar days' written notice to the Tenant. If deposits are held by Landlord, Tenant and Landlord agree to hold Broker harmless of all liability regarding said deposits. Security Deposit shall be refunded according to Section 9 below.
- 9. Deposit Refunds:** The balance of all deposits shall be refunded within fourteen (14) business days from date possession is delivered to Landlord or his authorized agent and written demand is made by Tenant, together with a statement showing any charges made against such deposits by Landlord. No portion of the Security Deposit will be refunded to an early leaving roommate and that roommate must acquire their portion of the Security Deposit back from the remaining roommates. The owner of the property is the responsible party for the return of the Security Deposit and the deposition of damages. Owners name is listed at end of lease.
- 10. Multiple Occupancy:** It is expressly understood that this agreement is between the landlord and each signatory jointly and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of the agreement.
- 11. Use:** The premises shall be used exclusively as a residence for no more than **4 persons and 2 vehicles** per the application. Guests staying more than a total of thirty (30) days consecutively in a calendar year without consent of landlord shall constitute a violation of this Agreement. The only people permitted to live at the unit are those on the residents' application only.
- 12. House Rules:** In the event that the premises are a portion of building containing more than one unit, Tenant and all guests agree to abide by any and all house rules, whether promulgated before or after the execution hereof including, but not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant agrees to be responsible for any fines subjected to landlord due to any rules being broken and agree to pay for fines in the month they are charged. Tenant is responsible to notify landlord if they do not have CCRS and agree to follow the community regulations. If required, tenants agree to keep trash cans and boats/RV's stored out of view. Tenants also agree to **ONLY** park in assigned area. Parking outside assigned area could cause vehicle to be towed at Tenant's cost.

\_\_\_\_\_  
Tenant initials

- 13. Ordinances and Statues:** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state, and federal authorities pertaining to the use of the premises.
- 14. Assignment and Subletting:** Tenant shall NOT assign this Agreement or sublet any portion of the premises without written consent of the Landlord.
- 15. Damages to Premises:** If the premises are so damaged by fire or from any other cause as to render them untenantable, then either party shall have the right to terminate this lease as of the date on which said damage occurs through written notice to the other party, to be given within fifteen (15) days after occurrence of such damage, except that such damage or destruction occurred as the result of the abuse or negligence of the Tenant, or its invitees, the landlord only shall have the right to termination. Should this right be exercised by either Landlord or Tenant, then rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit shall be refunded to the Tenant. If this lease is not terminated, then owner shall promptly repair the premises and there shall be a proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which making of repairs interferes with Tenant's reasonable premises.
- 16. Access:** The Tenant agrees to make the Premises available to the Landlord with at least two (2) calendar days' notice in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or to exhibit the Premises to prospective or actual buyers, mortgagees, Tenants, workmen or contractors. Tenant agrees to allow and/or conduct showings at this property during the last month of occupancy.
- 17. Indemnification:** Landlord shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of negligence or unlawful act of Landlord, his agents, or his employees. Tenant agrees to hold Landlord harmless from any claims for damages, no matter how caused, except for injury or damages for which Landlord is legally responsible. Tenant is advised to acquire a renter's insurance policy. Tenant agrees not to take any liens or services in the owner's name and/or any signs of occurrence may be grounds for termination (i.e. utilities, etc.)
- 18. Pets:** One dog allowed as per Rental Application of XXXXXXXXXXXXXXXX. No other pets allowed. Tenant agrees not to keep or permit any pets on the Premises without prior written consent of the Landlord.
- 19. Keys:** Landlord agrees to deliver to Tenant keys to the premises upon possession. Tenant shall be responsible for the security of the Premises until all keys and garage door opener have been returned to Landlord, or otherwise satisfactorily accounted for by Tenant. Tenant is not authorized to change the locks or add a deadbolt lock. Tenant agrees to pay all cost relating to replacing lost or unreturned keys and/or garage door openers. If all keys and garage opener are not returned to the office at time of move-out the Tenant will be charged \$300.00 rekey + rent until access is obtained. Tenant **WILL RECEIVE ON DATE OF MOVE-IN** the following keys:

Front Door 2 Pool Key 0 Mail Box 1 Garage Door Openers 2 Gate 0  
Storage N/A Association N/A (Mail box #       )

**20. Utilities:** Tenant agrees to arrange and pay for, when due, all utilities. All utilities and services must be turned on by Tenant prior to beginning of lease. The Landlord may terminate all utilities out of Landlord's name at time of move-in.

**21. Maintenance Repairs or Alterations:**

- a. **Premises:** Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including appliances and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be financially responsible for any work performed up to \$50.00 (This amount is to hinder the tenant from calling in maintenance items that can easily be repaired by them. This amount will not be charged to the tenant if the repair exceeds the \$50.00 amount, unless the repair is due to Tenant negligence.) Tenant shall be responsible for damages caused by his negligence and that of his family or guests. Tenant shall not paint or otherwise redecorate or make alterations to the premises without the prior written consent of the Landlord. Landlord shall not reimburse resident or pay for any unauthorized repairs done by resident. Any repairs performed by Landlord and found to be caused by resident's neglect or fault will be paid by resident (i.e. article stuck in toilet or drain, disposal jammed by food or object, etc.). Landlord shall repair malfunctioning appliances (unless specified otherwise in the lease) but not be held responsible for food spoilage or loss of power, nor for utility billings or personal property damages from malfunctioning appliances such as water heaters, furnaces, air conditioners, or water line breakage and/or leakage. Tenant shall agree to allow any necessary repairs to property to be conducted and agree to move their own personal possessions to allow such repairs to take place. Tenant shall not alter premises in any way without prior approval including flooring and painting.
- b. **Landscaping Maintenance:** Unless otherwise specifically written in the Lease Agreement, resident agrees to take care of the landscaping at their own expense. This care must be regular and includes, but is not limited to, replacing lawn light bulbs, watering, mowing, trimming, weeding, ALL tree and palm trimming and bushes, fertilizing replacement of dead or dying shrubberies, grass and trees, and maintenance of sprinkler heads. Tenants are responsible to get professional landscaping advice or hire assistance if they are not familiar with the proper upkeep necessary for their particular property.
- c. **Pest Control:** Colorado has a healthy bug population and regular treatment is required to control the problem. Resident is solely responsible for spraying and treating for all bug infestations.
- d. **Furnace/Air Conditioning Filters:** Tenant agrees to replace filters monthly. If a repair is performed to the heating and/or cooling system and the cause is determined to be from a clogged or missing filter, Tenant agrees in advance that the repair will be charged to the Tenant.

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Tenant initials

Lease Agreement  
Address of Property  
Pueblo, CO 81008

- e. **Washing Machine Lint Traps:** Clothes washing produces much lint as a result of Colorado’s hard water. Tenant agrees to replace washing machine lint traps on monthly basis, or as needed to prevent blockage of pipes, and water damage to walls. In event of damage to drywall or sewage system as a result of improper maintenance, Tenant agrees in advance that the repair will be charged to the Tenant.
- f. **Light Bulbs, Smoke Alarm Batteries, and Sprinkler Heads:** Should be given to Tenant in working condition and are to be replaced by Tenant as frequently as conditions require at Tenant’s expense. If at any time, the Tenant is in violation of Section 21, a notice will be sent to Tenant giving ten (10) days to amend the violation. If condition is not remedied within that time, Landlord will hire the work done and bill Tenant, and the Tenant agrees that the charges will be payable on the next rental due date with no exceptions.

**22. Swimming Pool:** These Premises **DO NOT CONTAIN** a Swimming pool. Tenant can use the Community Pool and abide by the Rules and Regulations that are posted by the pool area. Tenant agrees to hold Landlord and his agent harmless from any claims for damage or injury relating to pool safety or use by Tenant’s or their guests.

**23. Miscellaneous Matters:** The following shall be the responsibility of the party indicated:

ITEM	TENANT	LANDLORD
Pool Maintenance	N/A	N/A
Pool Chemical	N/A	
Pest Control – Interior	X	
Pest Control – Exterior	X	
Yard Maintenance	X	
Home Owner’s Association Fees		X
Utilities:		
a. Electricity	X	
b. Water/Sewage	X	
c. Telephone/Internet	X	
d. Natural Gas	X	
e. Cable TV	X	
Miscellaneous:		

**Additional Terms:**

**OPTION TO BUY –**

**BUYER HAS THE OPTION TO PURCHASE THE PROPERTY AT THE APPRAISED PRICE AT TIME OF PURCHASE, BUT NOT LESS THAN \$230,000 AFTER THE ONE YEAR OF LEASE. TENANT WILL BE CREDITED \$100 FOR EACH MONTH OF RENT PAID WHICH WILL BE APPLIED TOWARDS BUYER’S CLOSING COSTS. SECURITY DEPOSIT IN THE AMOUNT OF \$1500 WILL BE APPLIED ALSO TOWARDS THE DOWN PAYMENT OF THE HOME AT THE TIME OF PURCHASE.**

**Colorado winters are very harsh. It is extremely important that tenants maintain the interior house temperatures above freezing at all times. If tenant is leaving on vacation during**

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Tenant initials

the winter time, in addition to leaving the heater on, you must also shut off the water main and drain the faucets throughout the house before leaving to avoid pipes freezing and exploding causing major damages. The same applies to any sprinklers systems, if any. The tenant is fully liable if the house sustains water damages for not following the proper winterization procedures. Air conditioning unit should be locked out during the winter months to avoid any mishap in turning the air conditioning in the winter time which will freeze and break the Condensing system of the unit.

- 24. Attorney's Fees:** In any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.
- 25. Waiver:** No failure of Landlord to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Landlord shall not waive his right to enforce any term hereof.
- 26. Notices:** Any notice which either party may give or is required to give, may be given by mailing the same, certified mail, to Tenant at the premises or to Landlord at the address shown herein or at such other places as may be designated by the parties from time to time.
- 27. Permission:** Landlord and Tenant grant Brokers permission to advise the public of this Agreement and the price and terms herein.
- 28. Equal Housing Opportunity:** Properties will be presented in compliance with federal, state, and local fair housing laws and regulations.
- 29. Court Modification:** If any provision of this Agreement is found by a court to be invalid, illegal or vague, the parties agree that such provision shall be modified or stricken by the court to the minimum extent deemed necessary to make it valid, legal and enforceable and that all other provisions of this Agreement shall remain in full force and effect.
- 30. Time:** Time is of the essence of this agreement.
- 31. Addenda:**
- |                                     |             |
|-------------------------------------|-------------|
| Lead-Based Paint                    | Not Applic. |
| Crime-Free Housing                  | X           |
| Residential Pool Safety Notice      | X           |
| Summer Schedule for Watering        | X           |
| Rental Condition Report for Move-In | X           |
| HOA: CC&R's                         | Applies     |
| Utility Contact Information         | X           |
| Other:                              |             |

**ADDITIONAL TERMS AND CONDITIONS**

**32. Lease Termination Options:** If Tenant should have to terminate their lease prior to the ending date specified in Paragraph 1 of this contract, the following options can be taken: A) The Tenant shall pay TWO (2) months of an amount equal to that of the rent which is specified in Paragraph 2. And this amount shall not in any way be considered rent, but a "lease break fee". The deposit can in no way be used as part of the TWO (2) payments due. The payments will only be accepted in a certified fund and does not offset rent in any manor and must be paid in full prior to vacating the said premises. A full 60 day notice must be given PRIOR to move-out and the fees do not offset rent in any way, nor can the deposit be used for fees. The utilities must remain in the Tenant's name until next Tenants move-in. If these conditions are followed correctly and in its entirety, the Tenant will be fully released from rent liability. This paragraph is strongly upheld by the owner and is not negotiable.

\_\_\_\_\_  
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Tenant initials

*(Each Tenant Initial Each Line)*

\_\_\_\_\_  
\_\_\_\_\_ Renter's Insurance is recommended for the protection of Tenants' personal property. The existing property insurance policy provides NO PROTECTION FOR TENANT'S PERSONAL PROPERTY. **CONTACT YOUR OWN INSURANCE AGENT OR CALL ROY SANCHEZ FROM ALLSTATE INS. PUEBLO (719) 584-3777 AND ASK FOR A QUOTE. EMAIL: roysanchez@allstate.com**

\_\_\_\_\_  
\_\_\_\_\_ If an amount is outstanding at the end of lease, Tenant agrees that it will be placed with a licensed collection agency, and agrees to pay the fees of the collection agency equal to a maximum of 50% of the outstanding balance.

- \_\_\_\_\_  
\_\_\_\_\_ The premises are being leased with the following:
- a. Electric Stove/Oven
  - b. Dishwasher
  - c. Microwave Oven
  - d. Refrigerator
  - e. Washer and Dryer
  - f. 2" Faux Wood Mini Blinds – Alabaster

\_\_\_\_\_  
\_\_\_\_\_ The terms of this lease extend to the initial lease term and any holdover period allowed by the Landlord.

\_\_\_\_\_  
\_\_\_\_\_ Tenant is hereby notified that a free copy of the Colorado Statutes – Title 38 – Article 12 – Tenant and Landlord Act 38-12-101 to 104, 301 to 302 and 13-40-101 to 123 is available from the Colorado Secretary of State's Office.

\_\_\_\_\_  
\_\_\_\_\_ The Tenant is hereby notified that the Tenant is entitled to be present at the move-out inspection.

\_\_\_\_\_  
\_\_\_\_\_ Tenant is forewarned that any material falsification of any information provided to Landlord to induce him to enter into this agreement may cause this agreement to be immediately terminated.

\_\_\_\_\_  
\_\_\_\_\_ Unless otherwise written, the Tenants accept property in cosmetically AS-IS condition (paint, cleaning, etc.).

\_\_\_\_\_  
\_\_\_\_\_ Tenants have not committed a felony. If "Yes", please explain:

\_\_\_\_\_ No partial payments will be accepted. Any payment received which does not constitute payment in full will either be returned to Tenant with notice of default, or held but not deposited by Landlord as evidence of partial payment in any court proceedings which may arise due to the nonpayment of rent.

**33.Smoking Inside the Unit:** The referenced home is a **Non-Smoking** permitted home. A) If smoking is permitted at the residence, the Tenant shall be responsible for any damages incurred by the smoke including but not limited to re-painting due to yellow walls or Ozone Treatments to remove any smoke smell. B) If the property is a non-smoking residence, the tenant may smoke ONLY outdoors and will be charged according to the above section (a) if smoke damage is found inside the unit.

**34.CODES & Mailboxes:** The listed property has no Gate Access Code.

**35.Agency Confirmation:** The listing broker is the agent of the Landlord exclusively and not an agent of the Tenant.

TENANT UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGES RECEIPT OF A COPY OF ALL PAGES OF THE AGREEMENT AND ANY ADDENDS. THE FOREGOING CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY BE MODIFIED ONLY IN WRITING SIGNED BY BOTH PARTIES.

\_\_\_\_\_  
Tenant Signature Mo/Day/Year

\_\_\_\_\_  
Tenant Signature Mo/Day/Year

\_\_\_\_\_  
Tenant's Printed Name

\_\_\_\_\_  
Tenant's Printed Name

\_\_\_\_\_  
Cell Number

\_\_\_\_\_  
Cell Number

**LANDLORD CONTACT INFORMATION**

\_\_\_\_\_  
America Tang - Property Manager

Rent checks to be deposited directly to any Wells Fargo Bank office.  
Deposit to the Account of: New Age Realty  
Account No. XXXXXX

Please email America Tang at [atangafc@aol.com](mailto:atangafc@aol.com) to inform her that the deposit has happened so that we can credit you accordingly. Multiple deposits are usually made into the same account so we need to be able to credit your deposit correctly. Please always keep your Bank deposit slips. They are your only receipt.

Rents can also be mailed to the Owner at the address listed below.

Checks payable to: New Age Realty (or owner whichever the case may be)

We recommend you date your checks on the first of the month but mail them at least 5 days ahead to allow for mailing period and insure the payment reaches our address by the 1<sup>st</sup> of the month.

**Owner:** Ramon Campos  
5477 W. Quail Ave., Glendale, AZ 85308  
Tel: (623) 561-6877 – Cell (480) 252-3136 – Fax (623) 321-1061  
email: [atangafc@aol.com](mailto:atangafc@aol.com)

**Property Mgmt.** New Age Realty  
5477 W. Quail Ave.  
Glendale, AZ 85308  
Tel.: (623) 561-6877 – Fax (623) 321-1061

**Contact:** [atangafc@aol.com](mailto:atangafc@aol.com)  
Cell (480) 252-3136

**Warranty Repairs** Premier Homes  
Shannon Reed  
200 W. First St. Ste. 200  
Pueblo, CO 81003  
(719) 584-2800 – Fax (719) 584-2111  
Email: [sreed@premierhomesinc.com](mailto:sreed@premierhomesinc.com)

**Note:** New Age Realty was involved only in the Leasing of this home. All subsequent Management of this property will be done directly by Owner. Please refer all communications to XXXXXXXXXXXXXXXXXXXX after signing the lease.