

THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING. THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT HAS BEEN DEVELOPED BY LEGAL COUNSEL FOR S&L REAL ESTATE, LLC.

### RESIDENCE LEASE

THIS LEASE ("Lease") is made on \_\_\_\_\_ (date) between \_\_\_\_\_ (the "Landlord / Lessor") and \_\_\_\_\_ (the "Tenants / Lessee").

1. **Premises.** In consideration of the payment of the Rent and the performance of the promises by the Tenant set forth below, the Landlord leases to the Tenant the following described residence, with all the appurtenances, situated in the City or Town of \_\_\_\_\_ County of \_\_\_\_\_ in the State of Colorado, the address of which is \_\_\_\_\_.
2. **Term.** The Landlord leases the Premises to the Tenant from twelve o'clock noon on \_\_\_\_\_ (date), until twelve o'clock noon on \_\_\_\_\_ (date) ("Term"). Upon the Tenant paying the Rent and performing all obligations under the Lease, the Tenant shall enjoy quiet possession of the Premises.
3. **Rent.** Rental for the full Term of \_\_\_\_\_ shall be paid in monthly installments of \$ \_\_\_\_\_ payable in advance, on or before twelve o'clock noon on the 1<sup>st</sup> day of each calendar month during the term of this Lease at the office of the Landlord's Agent at 13606 Xavier Lane Suite E, Broomfield, CO 80023 without notice ("Rent"). **All payments must be made in the form of certified funds; no personal checks will be accepted.** If the Lease Term does not begin on the first day of the month, the Rent shall be prorated to the last day of that month. **Please make payments payable to: S & L Real Estate.**
4. **Tenant Covenants.** The Tenant, in consideration of the leasing of the Premises, agrees to the terms below.
  - **Prompt Payments.** The Tenant shall pay all the Rent and any Additional Charges for the Premises on the first of the month.
  - **No Sublease/Assignment.** The Tenant shall not sublet any part of the Premises nor assign the Lease, or any interest therein, without the written consent of the Landlord.
  - **Use/Alterations.** The Tenant shall use and occupy the Premises only as a private residence with a maximum occupancy of \_\_\_\_\_ people and shall not use the Premises for any purpose prohibited by the laws of the United States or the State of Colorado, or of the ordinances of the city or town in which the Premises are located. The Tenant shall not permit any portion of the Premises to be used in a manner which may endanger the person or property of the Landlord, co-tenants or any person living on or near the Premises. The Tenant shall keep all portions of the Premises in clean and habitable condition and will not make any alterations or additions to the Premises without the Landlord's written approval. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease. In addition, Lessee will receive, to be considered a part of this lease, a copy of "Rules & Regulations" for \_\_\_\_\_ Lessee agrees to abide by these "Rules and Regulations" and any changes or additions made thereto by the association during the term of this lease.
  - **Hold Harmless.** LIMITATION OF LIABILITY; INDEMNIFICATION BY TENANT. Tenant agrees that Landlord 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 or omissions beyond the direct control of Landlord. In the event that Tenant, any member of Tenant's household or any of Tenant's guests

has reason to believe that tenant's guest has or may assert any claim against Landlord or any of Landlord's agents or employees for personal injury, property damage or loss, or otherwise, tenant's guest shall notify Landlord in writing within thirty days of the happening of the event(s) giving rise to such claim. The failure to give such notice shall relieve Landlord and Landlord's agents and employees from any and all liabilities for such claims. Tenant expressly acknowledges that Landlord's landlord insurance policy 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 Rent includes a basic Renter's Insurance policy with Farmers Insurance. This policy will insure Tenant's personal possessions or personal liability as noted in the Renter's Insurance Paragraph below. Tenant will be responsible for paying any costs associated with submitting a claim: i.e. any deductibles or other costs outside of the coverage of the insurance policy in force. Tenant will indemnify Landlord, his agents, and employees against, and hold Landlord, his agents, and employees harmless from, any and all demands, actions, claims, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, expenses (including, without limitation, reasonable attorneys' fees) or other harm incurred in connection with or arising from: (a) the use or occupancy of the Leased Premises by Tenant or any person claiming under Tenant; (b) any activity, work, or thing done, or permitted or suffered by Tenant in or about the Leased Premises; (c) any acts, omissions, or negligence of Tenant or any person claiming under Tenant, or the contractors, agents, employees, invitees, licensees, family members, guests or visitors of Tenant or any such person; (d) any breach, violation, or nonperformance by Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees, licensees, family members, guests or visitors of Tenant or any such person of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind; or (e) (except for loss of use of all or any portion of the Leased Premises or Tenant's property located within the Leased Premises which is proximately caused by or results proximately from the negligence of Landlord), any injury or damage to the person or property of Tenant, Tenant's employees, agents, contractors, invitees, licensees, family members, guests, visitors, or any other person entering upon the Leased Premises under the express or implied invitation of Tenant. If any action or proceeding is brought against Landlord, landlord's employees, or agents by reason of any such claim, Tenant, upon notice from Landlord, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord.

- **Renters Insurance:** Tenant is responsible for any damage or insurance risks resulting from the tenant not properly maintaining, occupying, or managing the use and/or condition of the property. Tenant will be responsible for paying any costs associated with submitting a claim: i.e. and deductibles and/or other costs outside of the coverage of the insurance policy in force. Tenant may increase coverage, but will be responsible for the difference in premium cost.

**Above mentioned Renters Insurance coverage is as follows:**

Personal Property Coverage	\$ 30,000.00
Liability	\$300,000.00
Medical	\$ 1,000.00
Deductible	\$ 500.00

- **Lead-Based Paint Disclosure:** The U.S. Department of Housing and Urban Development requires a Landlord of most residential real property built prior to 1978 to notify the Tenant of any know lead-based paint or lead based paint hazards, and to provide the Tenant with any information contained in lead-based paint risk assessments or inspections in the Landlord's possession. (This disclosure requirement does not

apply to certain leases including a lease of property that has been determined by a certified lead-based paint inspector to be free from lead-based paint or lead-based paint hazards; and short-term lease of 100 days or less, as long as no renewal or extension of lease can occur.) By initialing below Tenant acknowledges either:

**That the residences and buildings included in this lease were constructed prior to 1978, and that the Tenant has received and executed the Disclosure of Information on Lead Base Paint and Lead-Based Paint Hazards.**

**That the residences and buildings included in this lease were constructed on or later than 1978.**

- **Access.** The Tenant shall allow the Landlord or Landlord's agents to enter upon the Premises at any reasonable hour to perform necessary maintenance or repairs. The Landlord or Landlord's agents shall be permitted to enter the Premises at any time in the event of an emergency. The Landlord or Landlord's agents shall be permitted to perform an interior inspection of the premises with at least 48 hours' notice given to the Tenant. Should the tenant miss a scheduled inspection appointment, or fail to respond to an inspection request, a \$50 fine will be assessed to the tenant, and will be collected with the proceeding month's rent payment. Fines will be assessed for each occurrence. Failure to respond or missing a scheduled inspection appointment will be considered a default of lease and could lead to an eviction due to default of lease term. The Tenant shall provide a key for the lockbox, permit the Landlord or Landlord's agents to place a "For Rent" or "For Sale" sign upon the Premises and allow access to show the property to prospective tenants/clients at any time during the last 60-days of the Lease term; if access is denied, the Tenant will be considered in default of the lease. In preparation of showings the Tenant agrees to prepare property for marketing pictures by de-cluttering property (put away linens, laundry, mail, toys, etc.), clear and wipe counter top surfaces, put away any dishes/cookware, vacuum, sweep & mop. Tenant understands that they cannot be present during showings. Before Tenant leaves Premises for a showing they agree to pick up clutter, open blinds, turn on lights, secure pets (Pets need to be in back yard, kenneled, or removed from the property for showings). Noncompliance with the above conditions can result in a default of the lease.

- 5. Utilities. Tenant will be expected to have the utilities transferred into their name no later than the lease start date.** The Tenant shall be responsible for arrangement and payment when due for the following utilities. All of such charges to be paid by the Tenant shall be deemed Additional Payments and shall be paid directly to the respective utility company by Tenant:

Electric     Gas     Water     Sewer     Phone     Trash

- 6. No Waiver/Set Off.** No assent, express or implied, to any default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other default. The covenants set forth herein shall be deemed to be independent. The Tenant shall have no right to withhold or set off any Rent due the Landlord.
- 7. Holdover.** Month to Month terms are not allowed unless agreed upon in writing by both parties. If you stay in the property after the end of your lease term, without written agreement, you will be considered trespassing.
- 8. Vacancy.** If the Premises are left vacant and any part of the Rent reserved hereunder is not paid, then the Landlord may, without being obligated to do so and without terminating this Lease, retake possession of the Premises and relet, or attempt to relet, the same for such rent and upon such conditions as the Landlord may think best. The Landlord may make such change and repairs as may be required, giving credit for the amount of Rent so received less all expenses of such changes and repairs, and the Tenant shall be liable for the balance of the Rent herein reserved until the expiration of the Term.

- **Abandonment.** If at any time during the term of this lease Tenant abandons the demised premises or any part thereof, Landlord may, at Landlord's option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at Landlord's discretion, as agent for Tenant, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of re-entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so. **Tenant also understands that abandoning the property, or being in default of the agreed lease terms, that they will remain responsible for rents/charges through the end of their lease term and will be held responsible for re-renting penalties up to one month's rental rate amount.**

9. **Security Deposit.** The Tenant agrees to surrender the Premises at the expiration of this Lease in as good a condition as when the Tenant entered the Premises. Tenant agrees to follow the move-out procedures noted in paragraph 10. Original condition of the property is outlined in Exhibit A. For security of this and for performance of all other terms of the Lease, a Security Deposit in the amount of \$\_\_\_\_\_ has been paid by the Tenant. The Security Deposit shall be returned to the Tenant, or written accounting made for any portion retained, listing the exact reasons for the retention, together with the balance of the Security Deposit, within sixty (60) days after termination of the Lease or surrender and acceptance of the Premises. The Landlord shall mail any written statement to the last known address of the Tenant. The Tenant may not apply the Security Deposit as Rent unless agreed to by the Landlord.

10. **At the time Tenant vacates the property it must be left clean, undamaged and in a rentable condition. There will be charges for items on the list that are not completed, for any damage to the property not noted in the original condition report outlined in Exhibit A, normal wear and tear excepted, and for any fixtures and/or appliances that are missing. Move-out task list to include but not limited to the following items:**

<ol style="list-style-type: none"> <li>1. <i>Remove all paper, garbage.</i></li> <li>2. <i>Dust and vacuum throughout.</i></li> <li>3. <i>Clean all hardwood or tile floors.</i></li> <li>4. <i>Clean walls and woodwork. (Some touch up paint may be required)</i></li> <li>5. <i>Defrost and/or clean all appliances (where applicable)</i></li> <li>6. <i>Clean all cupboards inside and out.</i></li> <li>7. <i>Clean all sinks and countertops.</i></li> <li>8. <i>Clean oven/stove inside and out.</i></li> <li>9. <i>Clean all bathrooms including tubs, showers, sinks, mirrors, fixtures, medicine cabinets and floors</i></li> </ol>	<ol style="list-style-type: none"> <li>10. <i>Clean all air vents, exhaust fans and replace/clean filters.</i></li> <li>11. <i>Wash all windows inside and out.</i></li> <li>12. <i>Clean all patios.</i></li> <li>13. <i>Have all light bulbs in working order.</i></li> <li>14. <i>Mow and edge yards, pull weeds, trim shrubbery, and rake rock (where applicable)</i></li> <li>15. <i>Clean pool and/or hot tub (where applicable)</i></li> <li>16. <i>Make sure pool and or hot tub are in operational order (where applicable)</i></li> <li>17. <i>All carpets must be truck mounted professionally cleaned prior to vacating premises (RECEIPT REQUIRED)</i></li> </ol>
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- **Contact the S&L Real Estate LLC to schedule your final inspection of the property. This is to be completed on or by the last day of the lease term and must be completed during normal business hours. ALL UTILITES MUST BE ON FOR THE**

**INSPECTION. Please note that tenant is not required to attend the final inspection but has the right to be present.**

11. **PARKING AND STORAGE.** The Leased Premises shall include the following parking area Garage and storage areas: \_\_\_\_\_. The use of such areas shall be at Tenant's sole risk and with the express understanding and agreement that Landlord shall not be liable for personal injury or property damage or loss suffered or incurred therein or thereon.

• **Landlord agrees to deliver to Tenant the following number of keys:**

**Door:** \_\_\_\_\_ **Mail Box:** \_\_\_\_\_ **Garage Door:** \_\_\_\_\_ **Other:** \_\_\_\_\_

12. **Repairs and Maintenance of the Premises.** The  Landlord  Tenant agrees to keep all the improvements upon the Premises including, but not limited to, structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, appliances and glass in good maintenance and repair not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. The  Landlord  Tenant shall properly irrigate and care for all trees, shrubbery and lawn and shall keep all drives, common areas and sidewalks on the Premises free and clear of ice and snow.

The Tenant shall not cause waste to occur upon the improvements and shall keep the entire interior and exterior Premises free from all litter, dirt, pests, debris and obstructions; and shall keep any septic system or sewer line in a clean and sanitary condition. The tenant is responsible to replace furnace filters every 2-3 months. Tenant understands that all fixtures or attachments in or on the property that are intended to wear out are the responsibility of the Tenant to replace. Namely, but not limited to, air filters, batteries, and light bulbs. Any damage to the property or air conditioning unit due to failure to replace worn out items will be the responsibility of the Tenant to repair and/or replace. In the event the Landlord is responsible for repair of the Premises, the Tenant shall be obliged to notify the Landlord of any condition upon the Premises requiring repair, and shall provide the Landlord a reasonable time to accomplish said repair. At the commencement of this Lease, the Landlord will provide upon move-in a written description setting forth the current condition of the property as noted in Exhibit A it is hereby incorporated by this reference. As of the commencement of this Lease, the Tenant acknowledges that the Tenant has examined the Premises and is satisfied with the condition thereof. Taking possession of the Premises is conclusive evidence to the fact that the Premises are in good order and satisfactory condition.

13. **DAMAGE OR DESTRUCTION.** If the Leased Premises are so injured or damaged by fire or other cause or casualty as to render them untenantable, then Landlord may terminate this Lease as of the date such injury or damage occurred, by written notice given to Tenant within thirty days after Landlord receives notice of the injury or damage. Upon any such 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, except any such injury or damage caused directly or indirectly by Tenant or any person claiming under Tenant, then Landlord shall proceed with reasonable diligence to repair such injury or damage and there shall be an appropriate abatement of rent, based on the extent to which the injury or damage interferes with Tenant's use of the Leased Premises, until the Leased Premises have been so repaired.

14. **Default.** If the Tenant shall be in arrears in the payment of any installment of Rent, any Additional payments, or any portion thereof, or in default of any other covenants or agreements set forth in this Lease ("Default"), and the Default remains uncorrected for a period of three (3) days after the Landlord has given written notice thereof pursuant to applicable law, then the Landlord may, at the Landlord's option, undertake any of the following remedies without limitation: (a) declare the Term of the Lease ended; (b) terminate the Tenant's right to

possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Detainer Statute; (c) recover all present and future damages, costs and other relief to which the Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and/or (f) pursue any and all available remedies in law or equity. In the event possession is terminated by a reason of Default prior to expiration of the Term, the Tenant shall be responsible for the Rent and Additional Payments occurring for the remainder of the Term, subject to the Landlord's duty to mitigate such damages. Pursuant to applicable law Expected operator or end of line [d. ] which is incorporated by this reference, in the event repeated or substantial Default(s) under the Lease occur, the Landlord may terminate the Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all of the above-listed remedies. **Tenant also understands that abandoning the property, or being in default of the agreed lease terms, that they will remain responsible for rents/charges through the end of their lease term and will be held responsible for re-renting penalties up to one month's rental rate amount.**

15. **LANDLORD'S LIEN.** Landlord shall have and is hereby granted a lien upon Tenant's personal property which is on or in the Leased Premises for the amount of any unpaid rent or other sum due from Tenant under this Lease and for the costs of enforcing the lien, including reasonable attorneys' fees. Such lien may be enforced in the same manner and according to the same procedures as a Colorado statutory landlord's lien.
16. **Attorneys' Fees.** In the event any dispute arises concerning the terms of this Lease or the non-payment of any sums under this Lease, and the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages and costs, to recover reasonable attorneys' fees and associated legal costs from the other party.
17. **Late Fee. All payments are due on the 1<sup>st</sup>.** In the event any payment is received after 5pm on the 3rd of the month, a late charge in the amount of \$ 25.00 per day starting on the 4<sup>th</sup> will be paid by the Tenant. Such fee shall be deemed an Additional Payment. No partial payment or performance by the Tenant or acceptance by the Landlord shall cure any outstanding default, estop the Landlord from pursuing, or continuing to pursue, remedies for such default, or act as a waiver.
18. **Pets:** Pets  shall  shall not be permitted on the Premises. If pets are allowed at the property, they shall be limited to: \_\_\_\_\_ pet deposit in the amount of \$ \_\_\_\_\_ has been collected.  
**If not permitted, Tenant agrees not to keep or permit any pets on the premises without prior written consent of the Landlord. Tenant understands that there will be an additional refundable deposit for the pet in which the amount will be determined at the time of pet approval.**
19. **MOLD DISCLOSURE AND WAIVER.** Mold contaminants may exist in the Premises of which Landlord is unaware. These contaminants generally grow in places where there is or may have been excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding; these conditions may be identified with a typical home inspection. Landlord recommends Tenant(s) obtain a home inspection to better determine the condition of the Premises. Neither the Landlord nor the Landlord's agents are experts in the field of mold contaminants. In the event suspect mold contamination is discovered, it is recommended that Tenant(s) satisfy themselves as to property condition by having a mold inspection performed. The cost and quality of such inspections may vary. **TENANT(S) AGREES TO HOLD LANDLORD AND ALL ITS AGENTS HARMLESS IN THE EVENT ANY MOLD CONTAMINANTS ARE DISCOVERED ON THE PROPERTY. TENANT UNDERSTANDS MOLD IS A NATURALLY OCCURRING MICROBE AND THAT MOLD SHOULD POSE NO HEALTH THREAT UNLESS CONCENTRATED AT HIGH LEVELS IN THE LIVING ENVIRONMENT. LANDLORD AND ALL AGENTS AGREE THAT IN THE EVENT MOLD LIKE CONTAMINATION IS DISCOVERED, THIS CONDITION WILL BE IMMEDIATELY REPORTED TO THE TENANT(S).**

**20. Miscellaneous.** This Lease shall be subordinate to all existing and future security interests on the Premises. All notices shall be in writing and be personally delivered or sent by first class mail, unless otherwise provided by law, to the respective parties at the address immediately below their signature. All titles and captions are for convenience only and are not a part of this Lease. If any term or provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law. This Lease shall only be modified by amendment signed by both parties. This Lease shall be binding on the parties, their personal representatives, successors and assigns.

**21. ADDITIONAL PROVISIONS**

- a) If Tenant wishes to continue renting premises past the above agreed upon term, approval by Landlord and a 30 day written notice to Landlord is required. Month to Month terms are not allowed unless agreed upon in writing by both parties. If you stay in the property after the end of your lease term, without written agreement, you will be considered trespassing.
- b) Smoking (including, but not limited to: any Tobacco or Marijuana products) is not allowed on property. Tenant agrees that no smoking of any kind will occur anywhere within the premise or on the property of the premise.
- c) Marijuana plants are not allowed on property. Tenant agrees that no marijuana reproduction of any kind will occur anywhere within the premise or on the property of the premise.
- d) Application For Rental. Lessee must complete an Application for Rental which shall be considered part of this lease. If Lessor, during employment verification and/or credit or other reference checks, finds that any information was not disclosed or falsified on said application in order to obtain tenancy, this lease may be terminated immediately at the option of Lessor.
- e) Appliances - the following have been provided by the Lessor: Refrigerator, Stove, Dishwasher, Microwave, \*\*\* Washer and Dryer are not a part of this lease. If they are provided, they are there only for the convenience of the Tenant, and Landlord is not responsible to repair or replace. Tenant shall not, however, damage, abuse, misuse, or dispose of these appliances, and they shall be returned to Landlord at the end of this lease term, normal wear and tear excepted.
- f) Furnishings – the following have been provided by the Lessor: As noted per the attached inventory sheet.
- g) Security deposit will be held by the Landlord’s Agent
- h) Tenant accepts responsibility for the cost of repairing any damages above and beyond the amount of the security deposit caused by misuse or negligence by the Tenant, their personal representatives, successors and/or assigns.

Tenant / Lessee: \_\_\_\_\_ Tenant / Lessee: \_\_\_\_\_

Landlord / Lessor: \_\_\_\_\_ Landlord / Lessor: \_\_\_\_\_

Agent for Landlord: \_\_\_\_\_

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT AGENCY OR TRANSACTION-BROKERAGE.

### BROKERAGE DISCLOSURE TO TENANT DEFINITIONS OF WORKING RELATIONSHIPS

For purposes of this document, landlord includes sub landlord and tenant includes subtenant.

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

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

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

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

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### RELATIONSHIP BETWEEN BROKER AND TENANT

Broker and Tenant referenced below have NOT entered into a tenant agency agreement. The working relationship specified below is for a specific property described as:

Or real estate which substantially meets the following requirements: n/a

Tenant understands that Tenant shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified by Tenant.

#### CHECK ONE ONLY:

**Multiple-Person Firm:** Broker, referenced below, is designated by Brokerage Firm to serve as broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

**One-Person Firm:** If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

Tenant(s) Initials \_\_\_\_\_



**CHECK ONE ONLY:**

√ **Customer:** The Broker is the landlord's agent and the Tenant is a customer. Broker is not the agent of Tenant. Broker, as landlord's agent intends to perform the following tasks: Show a property, Prepare and Convey written offers, counteroffers and agreements to amend or extend the lease.

**Customer for Broker's Listings – Transaction-Brokerage for Other Properties:** When Broker is the Landlord's agent, Tenant is a customer. When Broker is not the Landlord's agent, Broker is a transaction-broker assisting in the transaction. Broker is not the agent of Tenant

**Transaction-Brokerage Only:** Broker is a transaction-broker assisting in the transaction. Broker is not the agent of Tenant.

If Broker is acting as a transaction-broker, Tenant consents to Broker's disclosure of Tenant's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Tenant, or use such information to the detriment of Tenant.

**THIS IS NOT A CONTRACT.**

If this is a residential transaction, the following provision shall apply:

**MEGAN'S LAW.** If the presence of a registered sex offender is a matter of concern to Tenant, Tenant understands that Tenant must contact local law enforcement officials regarding obtaining such information.

**TENANT ACKNOWLEDGEMENT:**

Tenant acknowledges receipt of this document on \_\_\_\_\_.

\_\_\_\_\_  
Date: \_\_\_\_\_  
Tenant: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
Tenant: \_\_\_\_\_

**BROKER ACKNOWLEDGEMENT:**

On \_\_\_\_\_ Broker provided (Tenant) with this document via \_\_\_\_\_ and retained a copy for the Broker's records.

Brokerage Firm's Name: Metro Brokers – Team Lassen

Broker: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant(s) Initials \_\_\_\_\_

Tenant Responsibilities:

- \_\_\_\_\_ Transfer all utilities into your name no later than lease start date
- \_\_\_\_\_ Replace furnace filters every 2 to 3 months
- \_\_\_\_\_ Winterize and de-winterize sprinkler system in the fall & spring
- \_\_\_\_\_ Notify Management immediately upon discovery of maintenance issues
- \_\_\_\_\_ Notify Management immediately upon a change in contact information
- \_\_\_\_\_ Pay all rent and security deposits in the form of Certified Funds
- \_\_\_\_\_ Give notice of move-out 30 days in advance, prior to the 1<sup>st</sup> of the month
- \_\_\_\_\_ Maintain yard and interior of home
- \_\_\_\_\_ Received HOA Covenants and Rules & Regulations plus follow rules of HOA if applicable
- \_\_\_\_\_ Tenant understands quarterly walk through(s) will occur
- \_\_\_\_\_ Tenant understand that a \$50 fine will be assessed for a missed walk through appointment, or a failure to respond to a walk through request. This fine is due with the proceeding month's rent payment, and will be assessed for each occurrence. Tenant understands that failure to respond to a walk through request, or failure to appear at a walk through appointment will be considered a default of lease and can lead to an eviction.
- \_\_\_\_\_ Tenant agrees to obtain owner and HOA (if applicable) approval prior to installing a satellite dish at the property.
- \_\_\_\_\_ If a need arises to terminate lease early, or if tenant defaults on lease, abandons/vacates property early, there will be re-renting penalty fees up to one month's rental rate. This penalty is in addition to any damages, outstanding invoices, etc.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH CREDITS)**

Company/Client Name \_\_\_\_\_

I (we) hereby authorize S & L Real Estate, LLC – DBA: Team Lassen, hereinafter called COMPANY, to initiate credit entries from my (our)  Checking Account /  Savings Account (select one) indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to credit the same from such account. I (we) acknowledge that the origination of ACH transactions from my (our) account must comply with the provisions of U.S. Law.

**Depository Name** \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

In the Amount of \_\_\_\_\_, on the \_\_\_\_\_ Day of Each Month

**PLEASE ATTACH A VOIDED CHECK TO THIS AUTHORIZATION.**

**This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.**

NAME (S) \_\_\_\_\_ ID NUMBER \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

**NOTE: ALL DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.**

**ATTACH VOIDED CHECK (COPY OF VOIDED CHECK) HERE:**

**AFFILIATED BUSINESS DISCLOSURE**

TO: \_\_\_\_\_ Date: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_



Team Lassen Real Estate  
License # EL40036565

Residential/Commercial  
Buying   
Selling



Team Lassen Mortgage  
NMLS License # 373402

Refinance   
Purchase   
Jumbo Loans



Team Lassen Insurance  
Agency License # 346927

Home   
Auto   
Life   
Commercial



Team Lassen  
Property Management

Rentals   
Property Management   
Residential/Commercial

**ACKNOWLEDGEMENT:** This is to give you notice that the Ownership of the entities above have a business relationship with each other. Because of this relationship, this referral may provide the Ownership with a financial or other benefit.

I/we have read this disclosure form, and understand that the Ownership of the entities above are referring us to purchase the above-described services and may receive a financial or other benefit as the result of this referral.

\_\_\_\_\_  
Tenant Signature Date

\_\_\_\_\_  
Tenant Signature Date