

# 1. RESIDENTIAL LEASE AGREEMENT INC.

# MAVI UNLIMITED,

## 1.1 PARTIES

This lease is for the rental of residential property between Mavi Unlimited, Inc. acting as "Landlord" or "Agent," acting on behalf of owner of the said premises described in 2 below and <<Tenants (Financially Responsible)>>, <<Co-Signer(s)>>, hereinafter called "Tenant(s)".

## 1.2 LEASED PREMISES

Agent leases to Tenant and Tenant from Agent the "premises" described as <<Unit Address>>

## 1.3 TERM

The term of this lease shall be for a period of <<Lease Term (Months)>>, commencing at 12:00 PM on <<Lease Start Date>> and terminating at 12:00 PM on <<Lease End Date>>. Tenant(s) shall notify Agent 60 days prior to end of contract if Tenant(s) plan to terminate contract at end of previously specified date or continue under the following terms. If Tenant(s) wishes to extend this lease beyond the term, and if the Agent is in agreement with the desired extension, Tenants(s) and Agent shall continue to be bound by the terms and conditions of this lease on a month-to-month basis at a monthly rent to be determined by both parties, payable in advance. If Tenant does not enter into a new contract upon the expiration of the current lease term, this lease shall automatically proceed on a month-to-month basis. **An automatic month to month arrangement will result in a 25% increase of the monthly rental price.** Once the lease is on a automatic month to month basis, Agent may terminate the month to month agreement by giving **21 day written notice to vacate to tenant(s)**. Tenants may also terminate the month-to-month rental agreement by giving **60 days written notice. This 60 day notice will terminate on the last day of the month.** Tenant(s) agree to pay a \$50 Lease Renewal Fee upon the execution of a new lease agreement.

## 1.4 RENT

The monthly charges are payable in monthly installments of <<Monthly Rent>>and the below breakdown of charges; received on or before the first day of each month. All monthly installments are payable in advance at the office of the Agent. The monthly breakdown of charges are:

<<Monthly Charges>>

All monthly installments are payable in advance at the office of the Agent. If requested by tenant(s), any lease term or lease renewal shorter than 12-months will be subject to an additional **Short-Term Monthly Charge** of \$100/month.

\*If payments marked "rent" are not separate money orders or cashier's check from payments marked "deposits", tenant will be charged a fund transfer fee of \$30.00\*

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## 1.5 LATE CHARGES

Rent is due on the 1st of each month and will be considered **late after the 3rd**. If any installment of rent due from Tenant is not received in Agent's office within 2 calendar days after date due, late fee is \$75.00 as an initial late charge, plus a late charge of \$15 per day to be assessed at the start of business for each day that rent is not received in full. If a 3 day late notice is posted on the premise, a \$50 posting fee will be assessed in addition to any other late fees. Late fees may be collected immediately by Agent, or at Agent's options, such fee may be withheld from Tenant's security deposit if written notice of such intended withholding is provided to Tenant within 60 days of the date that the late fee is incurred.

If a check/ACH electronic payment/other method of payment is returned by Resident's bank FOR ANY REASON, Resident understands and agrees that there will be a \$30 returned check charge in addition to the full rent and late charge. After one returned check, all future rental payment must be made in certified funds; no personal checks.

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## 1.6 PAYMENT

If not paid online through the Tenant Portal, the rent shall be paid by personal check or money order made payable to Mavi Unlimited, Inc.. Payable in advance and sent to: P.O Box 140395 Lakewood, CO 80214 .

If a payment is lost in the mail regardless of fault/circumstance, tenant assumes this responsibility and agrees to be charged the applicable late fees described above in Section 5, Late Charges. Tenant(s) understand any monies received will always be applied to outstanding balances first.

## 1.7 NOTICE

Unless otherwise specified in this lease, all notices provided shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage paid, or securely and conspicuously posted, as follows:

**To Tenant:** at the premises or at Tenant's last known address

**To Agent:** P.O Box 140395 Lakewood, CO 80214

Notice to one Tenant shall be deemed to be notice to all Tenants.

## SECURITY DEPOSIT

Tenant has paid Agent the total security deposit <<Security Deposit Charges>> due upon move-in to secure the performance of this rental agreement. These funds will be held by Mavi Unlimited in an escrow /savings account. If above amount shows \$0.00 or is blank, then refer to your original lease agreement for amount as security deposit is being held by owner.

**Tenant may not use the security deposit in place of rent.**

Agent may use therefrom such amounts as are reasonably necessary to remedy Tenant's default in the payment of rent, to repair damages caused by Tenant, or by a guest or a licensee of the Tenant, to clean the premises, if necessary, upon termination of tenancy, and to replace or return personal property or appurtenances exclusive of ordinary wear and tear. Colorado state law defines "normal wear and tear" as "that deterioration which occurs based upon the use for which the rental unit is intended, without negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the tenant or members of his household, or their invitees or guests." It is the duty of Tenant to return the premises, including any outside areas, yards or driveways required to be maintained by Tenant under this lease, to their condition at the commencement of this lease, except for normal wear and tear.

**The following is a list of estimated costs associated with damage and clean up of a rental. All of these costs are approximate:**

General Cleaning - \$50-200/room	Carpet Cleaning - \$50-200/carpeted room
Light Bulbs - \$5-25/bulb, plus labor	General Maintenance - \$30-75/hr labor + materials
Missing Keys/lockout - \$60-100 locksmith charge	Painting - \$200-500/room labor + materials
Broken or damaged locks - \$50-100 material + labor	New screens - \$20-100/screen labor + material
New Screen door - \$50-300 + labor	Window replacement – varies with size/type + labor
Stove Drip Pans - \$20-40 + labor	Light Covers - \$20-200 + labor
Mini Blinds - \$20-100/window + labor	Vertical Blinds - \$200-400/window + labor

**\*All prices are approximate estimates, and may vary depending on a variety of factors, including the scope of the work, time in which the work is needed, or the contractor used to complete the work.**

Any portion of the security deposit not applied toward the payment of damages or costs will be refunded on or before sixty (60) days of the termination of tenancy. All deposits can be applied to any and all charges. If actual cause exists for retaining any portion of the security deposit, Agent shall provide Tenant with a written statement listing the exact reasons for the retention. Agent is deemed to have complied with this paragraph by mailing said statement and any payment required to the last known address of Tenant. Tenant must provide both Agent and the U.S. Postal Service with a valid forwarding address prior to vacating.

1.8 EVICTION/HOLDING OVER

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1. Agent may evict Tenant from the premises or undertake other legal action to regain possession for non-payment of rent or substantial breach of the lease.
2. Tenant shall continue to be liable for rent and be bound by the other provisions of this lease during the time Tenant remains in possession of the leased premises even though Agent has chosen to seek eviction because of Tenant’s breach of this lease.
3. If the premises are abandoned or if Tenant is evicted, Tenant will remain liable for any loss of rent for the remainder of the lease term.
4. If Tenant retains possession of the premises after expiration of the lease (including any possessions or belongings), without written permission from Agent, Tenant will be subject to immediate eviction, \$200 violation fee and will pay the owner \$100 per day for any portion of any day that the Tenant or Tenant’s belongings remain in or at the property.
5. If Tenant is not 100% moved out and ready to turn possession over to Agent at the designated move out time, or if Tenant misses an appointment with any Mavi employee for a move out walk through, Tenant will be charged for Mavi’s time.
6. Except as provided in paragraph D, eviction procedures, including notice requirements, as set forth in Colorado Revised Statutes §13-40-101 et seq (court-ordered evictions) shall be the sole remedy available to Agent to evict a tenant.
7. Any applicable move in financial incentives/specials given to Tenant will become null and void if Tenant is evicted. In addition, Tenant will become responsible for and reimburse for any incentive/special given should Tenant leave for eviction and/or non payment.

1.9 UTILITIES

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Tenant is responsible for paying and transferring the following utilities or services connected with the premises:

<<Utilities Included>>

Tenant agrees to transfer utilities into their name upon signing of this lease. If requested by tenant, tenant agrees to give Mavi Unlimited permission to give utility companies their social security number and begin service in tenant's name.

\*If utilities are not put into and taken out of tenant's name by the start date and end date of this lease (except where prohibited, e.g. certain water bills), Tenant will be charged a fee of \$50 for Mavi Unlimited to transfer utilities. \*

Refer to Utilities Addendum To Rental Agreement for more information.

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1.10 OCCUPANTS

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The premises are for the sole use as a residence by the following named persons only:

<<Tenant Contact Information>> <<Other Occupant(s)>>

Tenant shall not allow guests to stay upon the premises more than ten (10) days per month without written consent of Agent. Additional Tenant’s may be approved only through written consent of Agent and after an Application and credit check fee has been submitted to Agent for all additional Tenants. If Agent claims that any person residing in Premises is an unauthorized occupant, Tenant shall bear the burden of providing any court action or eviction proceeding that the person challenged by Agent as an unauthorized occupant does not reside at the Premises.

**If any one Tenant wishes to be removed, added, or switched from the lease, a \$250.00 fee will be charged to the tenant(s) for EACH lease adjustment needed to be made. Tenants must be pay the fee before changes are made on the lease. Other procedures may apply.**

1.11 PETS

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Pets are not permitted. If Tenant has any pets, a pet addendum will be attached to this lease agreement. Only pets approved by Agent are allowed. Temporary pets not approved by Agent are not allowed. **Any unauthorized pets found in the rental will be subject to an unauthorized pet fee of \$500 per pet, per instance.**

1.12 APPLIANCES

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<<Appliances Included>>

1.13 PARKING AND VEHICLES

- Garage  Carport  Assigned  Unassigned Street only/no reserved

Vehicles must be both operable and currently licensed. Tenant agrees to park vehicles in assigned spaces and to keep those spaces clean of oil drippings. Tenant agrees not to park boats, recreational trailers, utility trailers and the like on the premises without first obtaining Owner/Agent’s written permission. Tenant agrees not to repair vehicles on the premises if such repairs will take longer than one single day unless the vehicle is kept in an enclosed garage.

1.14 OUTSIDE MAINTENANCE & ADDITIONAL LEASE INFO

<<Additional Lease Information>>

1.15 USE

Tenant shall not disturb, annoy, endanger or interfere with neighbors, nor make any excessive noise, nor use the premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon or about the premises.

Internet and Wi-Fi use (if applicable): Tenant(s) agree to conform to any applicable laws or regulations involving the use of internet services, regardless of whether or not internet access is provided by Landlord, or at Tenant’s own expense. Tenant understands that the viewing/downloading/acquiring of any illicit or copyrighted material constitutes a breach of this lease agreement. Tenant agrees to be held responsible for any fines or penalties incurred due to tenant’s online actions, whether levied by the specific internet provider, a law office, Landlord, or any valid government organization. Landlord may be allowed to discontinue any Landlord provided internet service without notice should a violation of this policy be discovered, without repercussions to Landlord or any financial incentive due to Tenant(s).

1.16 TECHNOLOGY

As part of Mavi Unlimited’s efforts to give every resident the most capable and convenient experience, there will be a \$5/month Resident Convenience Fee, for all lease signers. This fee helps our company recoup a small portion of the costs associated with our software, our technological capabilities like online rent payments, online work order management, texts & email communication capabilities and logs, legal review of our leases, and also the bank charges that we incur on a monthly basis. A portion of this goes to support various charitable local organizations that Mavi Unlimited gives to. This \$5/month charge will be attached to your tenant ledger along with any other applicable rent/utility/insurance charges.

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1.17 RULES AND REGULATIONS

Tenant agrees to comply with all CC&R’s, Bylaws, reasonable rules or regulations, decisions of owner’s association, which are at any time posted on the premises or delivered to Tenant, or adopted by owner’s association, and to be liable for any fines or charges levied due to violation(s). Tenant agrees here that they have received any applicable rules and/or regulations, and agrees to be legally and financially responsible for any violations related to any applicable rules and/or regulations. Agent is not responsible for providing tenant with updated rules and/or regulations should Tenant be given an outdated copy.

Tenant further agrees:

- 1. To not smoke or permit invitees or guests to smoke on the premises.
- 2. To not discard cigarette butts onto property grounds.
- 3. To not install any waterbeds on the premises without the advanced written consent of Agent.
- 4. To not store or place any flammable or hazardous materials on the premises.
- 5. **To not install or allow someone else to install any sort of Satellite Dish Television service (Dish Network, DIRECTV, etc.). Mavi Unlimited does not allow satellite dishes at any rental property.**

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1.18 REPAIRS AND MAINTENANCE

Tenant shall properly use and operate all furniture, furnishings and appliances, electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.

**Pool/Spa/Hot tub** - If applicable, tenant agrees to properly maintain any pool/hot tub/spa on or in the property or have it maintained by a professional service. This does not apply to HOA/Community controlled/maintained pools/spas/hot tubs. This maintenance shall be done at the expense of the Tenant Agent. Tenant agrees to be responsible for any damage caused to the above mentioned pool/spa/hot tub, and to adhere to any necessary instructions from a professional pool company, if given. If tenant does not properly follow maintenance instructions, and the pool/spa/hot tub or any of its equipment falls into disrepair, tenant will be liable for the costs associated with repair/replacement.

Excluding ordinary wear and tear, Tenant shall notify Agent and pay for all repairs or replacements caused by Tenant(s) or Tenant's invitees' negligence or misuse. Tenant shall not make repairs without prior written consent of Agent. Excessive damage by Tenant, Tenant's household, or guests to the premises or unsanitary conditions deemed a health risk by Agent shall be grounds for Agent to evict Tenant.

As of the date of this agreement, Owner/Agent warrant that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were intended. The most common tenant caused problems are caused by grease in kitchen sink, long hair in bathroom sinks, showers and tubs and improper use of the toilets. Sewer drains will not accept things such as paper diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, paper towels, grease, table scraps, or rocks. Tenant agrees to pay the costs for clearing the drains of any and all stoppages unless caused by defective plumbing, tree roots or caused by a problem with the main sewer line, which is attested to by the plumber called in to clear the stoppage.

Tenant is responsible for keeping the lawn and landscaping in the condition in which it was received, unless it is deemed not applicable on page 4 #15 of this lease. If after a call from Agent indicated that upkeep needs to improve and nothing is done, Agent has permission to have professional lawn care begin at Tenant's expense.

Tenant agrees to use care when maintaining and cleaning rental unit, including all floors, plumbing fixtures, appliances, etc. Tenants should refrain from using overly abrasive cleaning solutions or cleaning products that may cause permanent damage. Tenant acknowledges that they are responsible for any damage caused by abrasive cleaning products or cleaning solutions and that said damage will not be considered "normal wear and tear."

**Tenants agree to maintain adequate temperature in the dwelling at all times to prevent the pipes from freezing. Tenant is responsible for insuring hoses are disconnected from outside spigots in below freezing weather to prevent pipes from freezing and cracking. Tenant is also responsible for regulating sprinkler system (if applicable) to ensure no freezing takes place. Tenant is responsible for keeping any applicable heat tape plugged in during winter months or any time of the year when temperature reaches below 40 degrees. If Tenant has questions at any time regarding these matters, they will call Agent for assistance.**

**Agent has installed all necessary smoke detection and CO detection devices. It is the tenant's responsibility to ensure that batteries are being changed and that these devices remain in good working order. Tenant agrees to test devices/batteries monthly to ensure proper operation. Tenant understands a \$100.00 charge will be added to the ledger for each smoke detector that is removed from the property. This charge can be added during an inspection or returning possession of the unit.**

## 1.19 COMMON MAINTENANCE ISSUES

This is a guide to common maintenance problems that many of our tenants experience. As we have many different types of properties with varying amenities, we looked to put together a comprehensive guide to help our tenants solve as many of their own maintenance issues as possible. This will save our tenants time and money, as many may have to take time off work to meet a contractor at the property.

Maintenance problems are common in rentals, especially in older buildings. We ask for your patience as these issues may arise, and sometimes are costly to the owners of the units. We look to solve everything in the most efficient way we can, and the guide below can help tenants avoid any confusion in navigating these issues.

### (A-Z)

**Air Conditioning** - If you have an air conditioner in your unit and it is not functioning properly, please first determine if it is a window unit, a wall unit or central air. Next, please check your lease. If "A/C" is not checked, it may be that there is a residual air conditioner in your unit that was not an amenity guaranteed on your lease, and we consider such appliances "as is". You may have a vendor repair the unit at your own expense or call the office to discuss alternative actions.

*If you do have air conditioning on your lease, please email our maintenance department at [maintenance@maviunlimited.com](mailto:maintenance@maviunlimited.com) to report what problems you are experiencing. We will try to get one of vendors out to your unit as quickly as possible, but we do not consider air conditioning an emergency. If the repair is costly or the unit needs to be replaced, it may take a week or more to be taken care of, as we do need owner approval before proceeding. We will be able to discuss alternative actions if repair costs prove to be an obstacle.*

**Broken Windows/Exterior Doors** - If you find that your window has been broken or your exterior door has been damaged from an attempted break-in, please call the police immediately to file a police report. We will need this report in our office for this damage not to be charged back to the tenant. Call our office as soon as possible so that we can send a contractor to secure your residence.

**Clogged Sinks/Bathtubs/Toilets** - With older buildings, the kitchen and bathroom pipes tend to be narrower and become clogged more easily. We ask that with any pipe clog, the tenant first tries a drain cleaning solution as it may be just built-up hair and other household products. Please try to first plunge your toilet in case of toilet clog.

*If we do have to send a contractor out to snake a line and there is found to be any items in the line that are not supposed to be there, you will be charged back for the service call.*

**Dishwasher** - If there is water collecting at the bottom of your dishwasher, try to run the garbage disposal first. That may be jammed, which in turn is not allowing water from the dishwasher to drain properly. If that does not help, please submit a work order through your tenant portal or email the maintenance department.

*Are your dishes just not coming completely clean? Your dishwasher may be an older model that requires the user to remove all debris from any dishes before they are placed in the machine, which is not a fault of the machine itself. If the dishwasher is experiencing mechanical failure of any sort, please submit a work order or email the maintenance department.*

**Electricity Outage** - If only a portion of your electricity is not working, please first check the breaker box, as a breaker may have tripped. Turn the corresponding breaker off and on again. If it is your entire unit, there may be a power outage in your area. Please call Xcel Energy at 1-800-895-1999 or go to [www.xcelenergy.com](http://www.xcelenergy.com) and check the Outage Map to see if there is a power outage in your area.

**Garbage Disposals** - Garbage disposals can handle differing amounts of food, depending on their size and the kitchen piping. As a result, we recommend to dump food as sparingly as possible into the kitchen sink. If our contractors find that the result of any garbage disposal working incorrectly is excess food, you may be liable for a tenant charge. You will also be charged if there is any object in the garbage disposal that causes it to malfunction that should not be there, such as metal objects, glass or grease.

*We also ask that tenants try to reset their garbage disposal by pressing the red button at the bottom. There may also be an Allen wrench attached underneath for the disposal; if so, place the tool in the hole at the bottom and move the Allen wrench back and forth. Turn on the disposal and run with cold water.*

**Heat** - For no heat (heat registers are not warm), please call our office immediately and give the best number to reach you at. We do consider this an emergency and will get someone out as soon as possible. Please be sure that your furnace has not been switched off, and that you have a clean furnace filter.

*With any heating problems, please make sure all personal items are placed at least 12 inches from your heat registers to ensure that heat is able to circulate properly. If we receive a low heat call and your personal items are the problem, you will be charged back for the service call.*

**Lawn Care** - Please note your lease. If you are responsible for mowing, weeding, removing tree debris and watering, you will be charged back if we have to send out someone to do those things in your stead. It is our policy to send out a landscaper immediately if we receive a city or HOA violation notice to avoid any fines, and we will pass on the bill to you.

*If you have a sprinkler system at your property and it is malfunctioning, it is your responsibility to report that to our office as soon as possible. A broken sprinkler system will NOT be considered a valid excuse to not fulfill your lease obligations.*

**Light Bulbs/Blinds/Damage to Drywall and Interior Doors** - Light bulbs are an item that Mavi Unlimited expects tenants to purchase and maintain. Please keep extra bulbs on-hand. In cases of high ceilings or difficult-to-operate fixtures, please call our office to discuss with the Maintenance Department. We expect all tenants to attempt to change light bulbs to the best of their ability and may charge back tenants for material/labor costs if a vendor is sent out.

*Blinds are also items that will be a tenant charge if the vendor must repair them. This will be dependent upon what state the blinds were in upon move-in, but if they are damaged, we recommend buying a new set of comparable blinds on your own and having our vendors install them to prevent any extra damage done to the window area, which you would also be responsible for.*

*Any damage to drywall and interior doors will be compared to your move-in and charges will be assessed in accordance with any damage unexplained by maintenance emergencies. If you have any sagging hinges, off-track closet doors or broken kitchen drawers, please email our maintenance department at [maintenance@maviunlimited.com](mailto:maintenance@maviunlimited.com).*

**Refrigerator** - If the fridge is leaking water, or not cooling properly, make sure that it is running at all. If not, check your breakers. If it is running and still not cooling properly, please ensure you have not overloaded your fridge with too many items, that is limiting cool air circulation. If problems continue please submit a work order or email [maintenance@maviunlimited.com](mailto:maintenance@maviunlimited.com) as soon as possible. We will do our best to get an appliance company out to repair or replace your refrigerator as soon as possible.

*We strongly recommend that tenants have a cooler on-hand in case of emergencies, as it may take a few days to repair or replace the fridge. If your food does spoil and you have your latest grocery receipt, we can reimburse up to \$50 worth of groceries via a rental credit on your tenant ledger and we accept receipts no later than 2 days prior to your work order submission date.*

**Residing in a Multi-Unit Complex** - If an item in a common area is broken or malfunctioning, please do not assume another tenant will report the issue. The quicker Mavi Unlimited is informed of something, the quicker we can get it resolved for everyone.

**Stove** - If you have an electric stove and a burner stops working, make sure that your burner is fully connected to the stove top. If a knob or small part is missing or broken, please note the serial and model number of the stove so that we can order the part directly (this also applies to refrigerator parts)

**Washer/Dryer** - If your washing machine appears to be leaking water, please note where it is leaking from. If it is from a connecting hose or coming up from the drain, we will need to send a plumber. If it is leaking from the machine, it is likely a mechanical issue.

*If your dryer is not drying thoroughly, note if the machine appears to be functioning properly, please ensure you have not over loaded the machine. If problems continue, the dryer vent may be blocked (or you may be attempting to dry a load that is too large for the machine). If the machine is not working correctly, submit a work order or email the maintenance department.*

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## 1.20 PEST CONTROL

Agent agrees to make every attempt possible to eliminate insects, rodents, and other pests from the premises before a tenant moves in. However, Agent does not guarantee at any time that a tenant's rental unit is free of any and all pests. In the event of Bed Bugs, Agent agrees to inform tenant of any and all pertinent information regarding prevention or extermination. Agent also agrees to disclose any pertinent information related to the treatment of a Bed Bug infestation. In many cases, insect or rodent problems may stem from a lack of cleanliness with the property. If Agent is made aware that the overall condition of a rental property is likely the cause of an infestation, tenant may be held liable for the cost of pest remediation/extermination.

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## 1.21 ALTERATIONS

Tenant shall not paint, wallpaper, add or change locks or make alterations to the property without Agent's prior written consent.

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## 1.22 KEYS

Tenant acknowledges receipt of 2 key(s) to the premises, and 1 mailbox key. Tenant agrees to pay prior to move out or upon move out as a added charge to the security deposit the cost to re-key unit, regardless if keys were returned or not. If keys are not returned, Tenant will be charged the full cost of replacing or rekeying any locks that do not have keys. If Tenant breaks this lease, and moves out before the expiration date of this lease (including subletting/releasing), Tenant will be charged the cost of replacing locks/keys even if keys are returned to Agent. Storage Unit #\_\_\_\_\_ (if applicable).

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## 1.23 ENTRY/PRIVACY

Upon desired entry, Agent is liable to give Tenant reasonable notice to enter the unit. Tenant shall make the premises available to Agent, authorized agent or representative, for the purpose of entering to (a) make necessary or agreed repairs, decorations, alterations or improvements or supply necessary or agreed services, or (b) show the premises to prospective or actual purchasers, mortgagees, tenants or contractors, or (c) for any lawful purpose. Entry may be made without prior notice if Agent reasonably believes that an emergency exists or that the premises have been abandoned. If Tenant schedules an appointment for access with Agent, employee of Mavi, maintenance contractor, etc. and tenant does not allow access or misses appointment, Tenant shall be subject to a \$100 fine at Agent's discretion.

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## 1.24 ASSIGNMENTS, SUBLETTING AND RE-LEASING

Tenant shall not let or sublet all or any part of the premises nor assign this agreement or any interest in it without the prior written consent of Agent. Tenant understands they shall not use the property to establish businesses of any kind. This would include operating their rental as a nightly or short term rental via Air BnB, VRBO.com, or similar companies. Tenant understands that running a business in the rental is strictly prohibited and will lead to a lease violation that can ultimately result in an eviction. If tenant request to break or terminate lease agreement, they can only do so through a Re-lease, with Agent and Owner approval. Tenant agrees to pay 80% of one month's total rent as a Re-lease fee. Tenant understands they will remain liable for rent until a new lease is signed, taking over existing lease regardless if tenant has vacated the premises. Tenant agrees to sign addendum, ending legal liability of current lease once a new lease is signed. Tenant understands Security deposit will be processed as stated in **Section: Security Deposit**, of this lease agreement.

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## 1.25 MILITARY

If Tenant becomes an active duty member of the United States Armed Forces or in the event of a military transfer by an active duty member of the United States Armed Forces to another active duty station, Tenant may terminate the Lease, without penalty, in accordance with the following terms and conditions: (i) Tenant must deliver to Agent at least thirty (30) days prior written Notice to Vacate; (ii) Tenant must deliver to Agent a copy of the official permanent change-of-station orders to permanently depart the local area to a military base which is more than fifty (50) miles from either (1) the main gate of the military base to which Tenant was assigned to as of the Effective Date or (2) in the case of a new active duty member, from the Community; (iii) all unpaid Rent, if any, must be paid through the effective day of such termination; (iv) Tenant must repay any lease concession; and (v) Tenant must make satisfactory arrangements with Agent to pay all costs incurred by Agent to repair the damages any damages. Upon completion of the above terms and conditions, Tenant's obligations and responsibilities under the Lease shall then be deemed fulfilled. A transfer due to deployment (unless Tenant no longer receives quarters allowance), separation, retirement or enlistment term expiration and/or a move to base housing does not constitute a permanent change of station order. After Tenant has vacated the Premises, Tenant is entitled to return of Tenant's Total Deposits, less lawful deductions for damages to the Premises, reasonable wear and tear excepted. The release of a Tenant under this paragraph will not release any other Tenant, unless such other Tenant is the spouse or legal dependent of the Tenant receiving permanent change-of-station orders.

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## 1.26 POSSESSION

If Tenant abandons or vacates the premises, Agent may terminate this agreement and regain lawful possession. If Applicable and if tenant(s) have not seen unit prior to lease signing, Tenant(s) understand that they will be moving in to the property without viewing the property in

person. By signing this acknowledgement, they fully understand that they are signing a full term Residential Lease Agreement that will not be terminated early if I later determine that they are dissatisfied with the property.

### 1.27 ATTORNEYS FEES, COURT COST AND JURY WAIVER

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Tenant agrees to pay Agent all costs incurred by Agent in connection with collecting any rent, amounts, or damages owed by Tenant under this Agreement or to enforce any provision of this Agreement, including but not limited to any collection costs and reasonable attorney's fees from the date any such matter is turned over to an attorney and regardless of whether suit is commenced. Tenant agrees to pay eighteen percent (18%) interest compounded annually on all unpaid rent, amounts, or damages owed by Tenant from that date of Agent's final accounting until such time Tenant pays all outstanding amounts. Agent and Tenant agree that any action or proceeding arising out of or in any way connected with this Agreement, regardless of whether such claim is based on contract, tort, or other legal theory, shall be heard by a court sitting without a jury and thus Tenant hereby waives all the rights to a trial by jury. In any suit, Agent and Tenant agree that the court shall award to Agent Agent's reasonable attorney's fees and costs, if Agent prevails in any such suit. Tenant agrees that suit shall have the broadest possible meaning and includes by way of example, but not by way of limitation, any lawsuit, governmental agency action, including but not limited to, any fair housing claim, or any other proceeding, between Agent and Tenant to enforce this Agreement, arising from this Agreement, or in any way connected with this Agreement or Tenant's tenancy at the Premises, including but not limited to, litigation concerning Tenant's Security Deposit. Notwithstanding anything to the contrary in this paragraph or Lease, Agent and Tenant agree that the court shall award the prevailing party in any eviction, unlawful detainer, or action brought under C.R.S., §13-40-101, et seq., their reasonable attorney's fees and cost's.

### 1.28 INSURANCE

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Agent's/Owner's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, pest infestation, act of god, or other similar cause. Tenant is required to purchase renter's insurance adequate coverage, and is responsible for renewing the policy during tenancy. If Tenant does not provide Agent with proof of renter's insurance, Agent has the right to set up a policy on Tenant's behalf for an additional \$50.00 set up fee and tenant will be responsible for premiums. Insurance policy is required to have liability of a \$100,000.00 minimum. Tenant is also required to add Mavi Unlimited to the policy as additionally insured. If Tenant does not renew the renter's insurance policy, Tenant is held liable for personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, pest infestation, act of god, or other similar cause during the time of expired policy.

### 1.29 LIABILITY

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Tenant may be liable for the injury to any person or damage to any property caused by the negligence or willful acts of Tenant. Agent may be liable for the injury to any person or damage to any property caused by the negligence or willful acts of Agent. Tenant will be held liable for all behavior of guests and invitees. Should a guest or invitee sustain an injury or suffer some kind of damage, tenant will be held fully responsible and will hold Agent harmless and indemnify Agent for Agent's costs, legal fees, and attorney's fees.

### 1.30 SEVERABILITY

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The unenforceability of any provision or provisions of this lease shall not affect the enforceability of any other provision or provisions.

### 1.31 GENERAL PROVISIONS

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This agreement, together with any written agreements executed simultaneously herewith, contains the entire Agreement between the parties and shall not be changed, modified, or discharged in whole or in part except by an agreement in writing signed by Lessor and by Resident. **THERE ARE NO ORAL UNDERSTANDINGS**, terms or conditions, and neither party has relied upon any representations, express or implied, not contained in this Agreement or another written agreement, if any, executed simultaneously therewith. No assent on the part of the Lessor, expressed or implied, to any breach or any one or more of the covenants or agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach or any continuation of such breach.

Tenant agrees, understands, and acknowledges that the property is owned by a trust of record and agrees to limit any claims against the owner of the property to said trust and specifically waives any and all claims against the beneficiary or beneficiaries of said trust. Further, if a court determines that any beneficiary is liable for anything related to the property, tenant agrees, understands and acknowledges that said beneficiary is a separate series of a Delaware Series Limited Liability Company and pursuant to applicable Delaware statutes, only that series and not the parent company or other series are responsible for any liabilities relating to the property. Tenant contractually agrees to limit all claims to the trust that holds title to the property, or, if adjudicated otherwise, then only to the separate series that is the beneficiary of that trust.

### 1.32 JOINT AND SEVERAL LIABILITES

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If more than one person signs this lease on behalf of Tenant, then the liability of the persons so signing shall be joint and several.



### 1.33 MISCELLANEOUS

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1. If tenancy is longer than 1 month, and /or if there is a pet permitted on the property, Tenant shall have carpets professionally cleaned by a Mavi Unlimited at tenant's expense or as a charge to the security deposit, upon vacating. Receipt as proof of the cleaning can be provided by Agent upon request. Tenant should contact Mavi to schedule carpet cleanings prior to move out or request carpet cleaning charge to the security deposit upon move out of leased premises.
2. Tenant is responsible for maintaining the property in a reasonably clean condition while it is occupied as well as returning unit in clean condition when vacating. If property is not returned in a suitably clean condition, Agent may schedule professional cleaning at Tenant's expense.
3. Tenant shall notify Agent within 5 days if Tenant has a change of employment and shall provide name of new employer and work telephone number or if Tenant changes residential telephone number.
4. If Tenant terminates lease agreement before the term, Tenant is held liable for rent due during the duration of the lease (future rent), in addition to costs associated with showing the premises to prospective tenants, including, but not limited to, time of Agent at \$50/showing, any applicable leasing commissions, and associated advertising costs.
5. If Tenant and Agent agree to a mutual rescission/early termination of this lease due to extenuating circumstances, then this early termination of the lease will be the Tenant's sole and exclusive remedy, and Tenant agrees to not pursue any additional claims or further action against Agent.
6. Note that Mavi Unlimited INC. manages properties as an Agent for the Owner and not for Tenant, unless entered into such by a written agreement. Mavi Unlimited INC. owes duties to the Owner that includes utmost good faith, loyalty and fidelity. Mavi Unlimited INC. will negotiate on behalf of and act for the Owner. Please do not tell any information that you do not want shared with the Owner. Tenant is not legally responsible for our actions. Although Mavi Unlimited INC. does not represent Tenant, we will disclose to Tenant all adverse material facts about the property actually known by us. Mavi Unlimited INC. will assist Tenant without regard to race, color, religion, sex, handicap, familial status, national origin or sexual preference.
7. Tenant may not harass, physically or verbally, any neighbors, vendors, the owner of the property, any employee of Mavi Unlimited INC. or anyone associated with the property in any way.
8. Tenant must communicate with Mavi Unlimited INC. by sending all written and hard copy correspondence to PO Box 140395, Lakewood, CO 80214. Any written or hard copy communication that is sent to another address will not be considered received. Electronic communications may be completed by sending an email to admin@maviunlimited.com or sending a text message to 201-212-6853
9. Upon **move in** tenants have **48 hours** to submit further documentation of the condition of the property. This documentation must be submitted via email to maintenance@maviunlimited.com with photos as well as description of any additional damages not documented on the original move in report.
10. If requested by Tenant(s), agent may conduct move in/move out walk-through with tenant(s) at \$75/hour, tenant(s) agree to have this charge added to a tenant ledger and or security deposit charge and agree to pay upon receipt. If tenant(s) choose to waive walk-thru, a copy of the report can be provided to tenant, free of charge.

### 1.34 SIGNATURES

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The terms of this lease may not be altered or amended except by mutual written agreement signed by both parties. The undersigned have read the above foregoing binding agreement prior to its execution.

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

## 2. Lead-Based Paint Disclosure (Rentals)

### 2.1 ATTACHMENT TO RESIDENTIAL LEASE OR RENTAL AGREEMENT FOR THE PROPERTY KNOWN AS:

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<<Unit Address>>

**WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY**

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws Include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 for each violation.

Disclosure for Target Housing Rentals and Leases

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead *poisoning* prevention.

**Landlord's Disclosure to Tenant and Real Estate Licensee(s)**

(a) Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.

(b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):

- Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- Landlord has knowledge of lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(c) Records and reports available to Landlord (check one box below):

- Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

**Tenant's Acknowledgment**

- (d) Tenant has read the Lead Warning Statement above and understands its contents.
- (e) Tenant has received copies of all information, including any records and reports listed by Landlord above.
- (f) Tenant has received the pamphlet "Protect Your Family From Lead in Your Home".

**Real Estate Licensee's Acknowledgment**

Each real estate licensee signing below acknowledges receipt of the above Landlord's Disclosure, has informed Landlord of Landlord's obligations and is aware of licensee's responsibility to ensure compliance.

**Certification of Accuracy**

I certify that the statements I have made are accurate to the best of my knowledge.

X \_\_\_\_\_  
Initial Here

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
Initial Here

### 3. LEASE ADDENDUM FOR CRIME AND DRUG FREE HOUSING

#### 3.1 LEASE ADDENDUM FOR CRIME AND DRUG FREE HOUSING

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Tenant and Landlord agree as follows:

1. Tenant, any member of the Tenant's household, any guest of Tenant, or any other person under Tenant's control or about the premises with Tenant's knowledge or consent (collectively "persons") shall not engage or facilitate any criminal activity on, or near the premises, including but not limited to, any violent criminal activity or drug related criminal activity (collectively "criminal activity" or "substantial violation" interchangeably). The Tenant or any other persons shall not permit the premises to be used for or to facilitate criminal activity. Tenant agrees and acknowledges that Tenant has an affirmative duty to abstain from any criminal activity and to prevent criminal activity by any other persons including but not limited to immediately notifying a law enforcement officer at the first sign of Tenant's

knowledge of the criminal activity which constitutes any substantial violation agreed to in this addendum or at law (collectively “substantial violation”), and cooperating with law enforcement with respect to the substantial violation. For the purpose of this addendum, criminal activity also includes any activity or conduct by any person which a reasonable person would conclude has the potential for escalating into or becoming criminal activity. Tenant agrees that tenant’s affirmative duty extends to being responsible for the conduct and actions of all persons regardless of any culpability or knowledge on Tenant’s part, that Tenant’s affirmative duty extends to making all persons aware of Tenant’s obligations, covenants, and duties under this Addendum, and that Tenant’s duties extend to all conduct whether or not such conduct occurs in Tenant’s unit. Tenant may not assert as a defense in any eviction action against Tenant based on violation of this Addendum that Tenant did not know any occupant or guest was in violation of this Addendum unless Tenant has strictly complied with all of Tenant’s duties set forth herein and at law.

2. Not limiting the broadest possible meaning as defined in this Addendum or at law, violent criminal activity also includes but is not limited to any criminal activity that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another. Not limiting the broadest possible meaning as defined in the Addendum or at law, drug related criminal activity means the manufacture, sale, distribution, use or possession of a controlled substance, as defined use or possession of marijuana, marijuana concentrate, cocaine or any other illegal drug regardless of amount, and regardless of whether or not manufacture, sale, distribution, use, or possession of said drug is a misdemeanor or a felony. Tenant and Landlord agree that any criminal activity as defined in this Addendum or at law is an act which endangers the person and willfully and substantially endangers the property of Landlord, co-tenants, persons living on or near the premises, and that such criminal activity constitutes as substantial violation under the Addendum or at law.

3. One or more violations of this Addendum by Tenant constitutes a substantial violation of the Lease and material non-compliance with the Lease. Because Tenant and Landlord agree that a violation of this Addendum constitutes a substantial violation, Tenant waives any and all legal rights of any kind whatsoever to claim or insist that Landlord must first serve Tenant with a demand for compliance or possession in order to initiate an eviction action against Tenant for recovery of the premises. Upon any violation if this Addendum by Tenant, Landlord may terminate Tenant’s right to occupancy all without terminating the lease or Tenant’s obligation to pay rent as set forth in the Lease at Landlord’s election. Landlord’s termination of Tenant’s right to occupancy shall be effective with right of eviction upon three days notice to quit. Proof of the violation of this Addendum shall be by a preponderance of the evidence, unless otherwise provided by law. In case of any conflict between the provision of the Lease and this Lease Addendum, the provisions of the Lease Addendum shall govern. This Lease Addendum is incorporated into the Lease executed or renewed between the Landlord and the Tenant.

4. NO ILLEGAL ACTIVITIES. Tenant shall not engage in any activity that is illegal under State of Colorado or local law, or allow others to engage in illegal activities on the Real Property. Per Amendment 64 as the Landlord we have the right to prohibit marijuana at the property. Tenant shall be solely be responsible for all costs, fees, fines and damages incurred by Landlord resulting from, arising out of or occasioned by Tenant’s activity, including but not limited to attorney’s fees, investigator fees, increases in insurance premiums and deductibles.

By initialing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_  
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## 4. MOLD ADDENDUM

### 4.1 RESIDENT OBLIGATIONS REGARDING MOLD:

Resident shall keep the premises, particularly the kitchen, bathroom(s), carpets and floors, clean through regular vacuuming, mopping, and use of household cleaners on hard surfaces.

Resident shall periodically inspect all sinks, bathtubs, toilets, shower enclosures, refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, dehumidifiers and air conditioners and the connections, discharge lines and areas surrounding each, to ascertain whether there are any water leaks or signs of water leaks.

Resident shall immediately inform Mavi Unlimited Property Management of any water leaks or signs of water leaks as well as any missing grout or caulk in tiled areas.

Resident shall reasonably prevent and shall immediately clean and dry all plant watering overflows, beverage spills, cooking spills, pet urination, and overflows from fixtures and appliances.

Resident shall ensure that shower doors and curtains are utilized to prevent water from escaping any tub or shower enclosure.

Resident shall not allow damp clothes and towels to accumulate and shall consistently hang towels on towel racks to allow them to dry.

Resident shall keep all windows and doors closed during adverse weather and when the residence is unattended.

In the event of visible accumulation of mold on hard surfaces, Resident shall immediately clean the accumulated and surrounding area with soap or detergent and allow the area to dry. Within 24 hours of the initial cleaning, Resident shall apply a spray-on type biocide (such as Lysol Disinfectant, or Pine-Sol Disinfectant) in accordance with the product’s instructions and labeling.

Resident shall place and store Resident's personal property to prevent it from becoming wet or damaged in the event of water leakage, backup or flooding.

Resident shall maintain proper ventilation in unit at all times, for example, utilizing a bathroom fan during showing/bathing, opening windows to allow moisture from evaporative coolers to escape, etc.

**Agent's Obligations Regarding Mold:**

Upon notification by Resident, Agent shall within a reasonable time repair water leaks in the apartment. If these leaks are caused by the misuse or negligence of Resident or any occupants, guests or invites of Resident, or by any violation of the lease or this Mold Addendum by Resident, or any occupants, guests or invites or Resident, then Resident will be responsible for payment of the repairs.

**Remedies:**

Regardless of the extent of damage to the Premises or any portion of the community, Agent may upon written notice immediately terminate this lease, if in Agent's sole and absolute discretion, any repairs necessitated by any event would be either impractical or dangerous if Resident continues to occupy the Premises.

A breach of this Mold Addendum by Resident shall be a material violation of the lease allowing Agent to recover possession of the premises following a Demand for Possession or Compliance in accordance with state law and all other rights and remedies contained in the lease.

In the event of a breach of this Mold Addendum by Owner or Agent, Resident's sole and exclusive remedy shall be to immediately vacate the premises. Resident's obligations to continue to pay rent shall terminate on the date Resident delivers possession of the premises to Owner or Agent. Owner/Agent shall in no even be liable for consequential damages such as damages to Resident's personal property, or claims of adverse health conditions associated with exposure to mold.

**Warranties, Indemnifications and Releases:**

Agent does not warrant or represent that the premises shall be free from mold.

Resident hereby indemnifies and shall hold Owner and Agent harmless from any and all claims or causes of action arising from Resident's breach of the obligations contained in this Mold Addendum.

Resident hereby releases Owner/Agent from any and all claims of Resident or Occupant for the presence of mold in the premises, other than claims based on breach of this Mold Addendum by Owner/Agent, and further releases Owner/Agent from any and all claims of consequential damages such as damages to Resident's Personal property, or claims of adverse health conditions associated with exposure to mold.

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
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## 5. Bed Bug Policy and Addendum

### 5.1 BED BUG POLICY AND ADDENDUM

This bed bug policy has been designed to clarify Mavi Unlimited's procedures when dealing with bed bugs.

There have been outbreaks of bed bugs all over the United States and in Colorado. These bed bugs can be brought into your rental unit from used furniture, clothing, luggage, or a purse when visiting any place that has bed bugs. Bed bugs can strike anywhere or anytime. Bed bugs can also be spread to other units through heating and air conditioner vents in multi-unit complexes.

Bed bugs usually bite sleeping people and any exposed bare skin surface. Many people develop an itchy red welt or localized swelling that appears a day or so after the bite. Indications of bed bugs may include rusty or reddish spots of blood on bed sheets, pillows, mattresses, or walls.

It is the responsibility of tenant(s) to notify Mavi Unlimited within a 24 hour period if you think your unit has bed bugs. Agent is not responsible for any loss of tenant's personal possessions (clothes, furniture, etc.) due to infestation or tenant's willingness to dispose of said items.

Once bed bugs have been reported, Mavi Unlimited will contact a professional exterminator to examine the situation and develop a plan of action, if needed. It is the responsibility of the tenant(s) to comply with any and all instructions given from an exterminator regarding access, proper preparation for the treatment, completion of any follow up instruction, and vacating the premises or any other requirements. As part of the treatments, units may have to be sprayed several times to get rid of these pests. Successful eradication depend on the cooperation of the tenant(s). For residents that are physically or mentally unable to comply, it will be the tenant's responsibility to find personas capable of

following all instructions. Any costs associated with missed appointments, or rescheduling will be passed on from the exterminator to the tenant(s).

By initialing below, you acknowledge and agree to the terms in Section 5.

X \_\_\_\_\_  
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## 6. Mavi Unlimited Vacating Policy

### 6.1 MAVI UNLIMITED VACATING POLICY

Please be advised, if you choose to rescind your notice to vacate you will be required to notify Mavi Unlimited in writing, and pay a \$200 fee. New rental rate will then be determined by Mavi Unlimited.

Enclosed is a list of items you should pay close attention to before you conduct a move out walk through and return your keys to one of our leasing agents. **Please keep in mind that any damage above and beyond "normal wear and tear" will be your financial responsibility.**

Items to be aware of:

1. Are all light bulbs working? Mavi will charge your security deposit for light bulbs needing replacement
2. Carpet cleaning – Per your lease, any carpeted areas must be cleaned by a Mavi Unlimited, at tenant's expense or as a charge to the security deposit, upon vacating. Receipt as proof of the cleaning can be provided by Agent upon request. Tenant should contact Mavi to schedule carpet cleanings prior to move out or request carpet cleaning charge to the security deposit upon move out of leased premises.
3. General Cleaning – You must return your unit to us in clean condition regardless of condition it was given to tenant. If Mavi determines that additional cleaning is needed, your security deposit will be charged.
4. Keys – All keys associated with the rental (including any unit keys, secured entrance keys, mailbox, swimming pool, clubhouse, etc.) as well as any garage door opener remotes must be returned to Mavi. Failure to return any keys may result in additional charges.
5. Rent – Your last month of rent must be paid as per the terms of your lease. Per your lease, Mavi will **not** allow you to use your security deposit in place of rent. There are no exceptions to this rule.

All tenants must vacate on or before the last day of their lease. Any tenant residing in his/her unit after the end of their lease will be charged the appropriate pro-rated rent. **Please refer to paragraph 9, section D of your lease regarding this.**

By initialing below, you acknowledge and agree to the terms in Section 6.

X \_\_\_\_\_  
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## 7. BROKERAGE DISCLOSURE TO TENANT DEFINITIONS OF WORKING RELATIONSHIPS

### 7.1 BROKERAGE DISCLOSURE TO TENANT DEFINITIONS OF WORKING RELATIONSHIPS

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

**Landlord 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 fourth and 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 a 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 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 agent about all adverse material facts actually know 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.

## RELATIONSHIP BETWEEN BROKER AND TENANT

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 BOX ONLY:

- **Multiple-Person Firm:** Broker, reference 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 broker employed or engaged by Brokerage Firm who are not 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.

### CHECK ONE BOX 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 list of 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.

By initialing below, you acknowledge and agree to the terms in Section 7.

X \_\_\_\_\_  
Initial Here

## 8. Tenant Resources

### 8.1 OFFICE RESOURCES

Our office is open Monday-Friday from 9:00 AM- 5:00 PM and till 4:00 PM on Fridays.

Our office utilizes a voicemail system. **IF** you reach our voicemail, please leave a clear message with your name, a good callback number, address and the reason for your call and someone will contact you within 24 hours. Please note if this is an emergency work order please contact the emergency maintenance line, 720-705-7798 . Please do not leave duplicate messages as this will delay response times. Message

received after 4:00 PM may be responded to the following business day. For faster responses, please email the department you wish to speak with.

All office visits require a scheduled appointment with office staff.

Department Contact: [leasing@maviunlimited.com](mailto:leasing@maviunlimited.com), [maintenance@maviunlimited.com](mailto:maintenance@maviunlimited.com) or [bookkeeping@maviunlimited.com](mailto:bookkeeping@maviunlimited.com)

## 8.2 LEASING RESOURCES

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If you have questions about your unit, please refer to your signed lease agreement. If you have further question, please email [leasing@maviunlimited.com](mailto:leasing@maviunlimited.com) with your address - "**Lease Question**" in the subject line. An agent will follow up with your request within 24 hours.

**Renter Insurance is Required** - Before or during the 1st week of your lease you will need to provide proof of renter's insurance. Insurance policy is required to have liability of a \$100,000.00 minimum, per your signed lease Section 27. Insurance. Tenant is also required to add Mavi Unlimited to the policy as additionally insured. You can secure this typically at a discount through your auto-insurance.

**Xcel Energy Confirmation** - You will also need to provide proof that you have set up Xcel under your name with your account number showing service will begin on or after your lease start date. Typically Xcel will send you a confirmation email of service, feel free to forward that to [leasing@maviunlimited.com](mailto:leasing@maviunlimited.com).

**Lease Violations** - If we receive reports of issues or possible lease violations, you will be sent a 1st written warning explaining the issue. If the problem continues a Notice to Quit will be posted and the issues will have to cease within 3 days. If the issues have not stopped or been remedied then you will be posted with a Notice to Quit for a Repeat Violation, and we will proceed with the Eviction process.

**Lease Questions** - If you have questions about your unit, please refer to your signed lease agreement. If you have further question, please email [leasing@maviunlimited.com](mailto:leasing@maviunlimited.com) with your address - "**Lease Question**" in the subject line. An agent will follow up with your request within 24 hours.

**Lease Renewal** - If you wish to renew your lease, simply email [Leasing@maviunlimited.com](mailto:Leasing@maviunlimited.com), with your address - "**Lease Renewal**" in the subject line.

When providing your 60-day notice to vacate please keep in mind the notice must be no later than the 2nd of the month and is always assumed to the last day of the month. For example, notice provided on January 6th would put a lease end date of March 31st. Notices to vacate **must** be in writing and both a signed letter, through your tenant portal and/or email will be acceptable written notice.

If you need more information on possibly purchasing your rental unit, home purchasing information or qualifying for home purchase please email [leasing@maviunlimited.com](mailto:leasing@maviunlimited.com) and put in the Subject line, "**Buying a home**"

## 8.3 BOOKKEEPING RESOURCES

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**Rent Due** - Rent is due on the 1st and considered late after the 3rd. If you have previously spoken with the bookkeepers on a different pay date please adhere to that date.

**How to pay Rent** - You should pay rent online via your tenant portal which was emailed to you upon move in, you may also mail in a **money order and/or cashier's check** to our PO Box 140395, Lakewood, CO 80214, and you may use pay near me slips that can be emailed or mailed to you, for use at 711 or Ace Cash Express. **WE DO NOT ACCEPT PERSONAL CHECKS.** Please keep in mind if you mail a money order/cashiers check, payment must be in our office before your due date to avoid late fees.

**Late Payment** - If you anticipate you will be late on rent please email

[bookkeeping@maviunlimited.com](mailto:bookkeeping@maviunlimited.com), with your address - "**Late Paying**", in the subject line. We do our best to accommodate special circumstances, but it is always best to first speak with a bookkeeper prior to paying late.

**Postings** - If you have been posted with a 10-Day Demand for Rent, please contact the office immediately as the eviction process may be initiated.

## 8.4 MAINTENANCE RESOURCES

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The **BEST** way to reach the Maintenance Department to submit a work order would be through your "**Tenant Portal**", and then click "**New Maintenance Request**" to describe the issue. **NOTE: If the contact number that you originally gave us has changed, please send your BEST contact number to ensure that our contractors/techs can set up an appointment with you in a timely manner.**

You can also email us at [maintenance@maviunlimited.com](mailto:maintenance@maviunlimited.com). If you don't reach us right away, please leave a message with your name, address, best contact number and description of maintenance issue. If you leave a message after-hours for our Maintenance Department, we will respond to your call the next business day. Please keep in mind that we may have to call you back for more information, or to ask you specific questions regarding your request before we can send it out to a contractor. Please do not leave duplicate messages as this will only slow response times.

For emergency calls (**no heat, interior flooding, electrical issues, doors/window broken**) please call our after-hours emergency line immediately, **720-705-7798**. When leaving a message please ensure to leave the best contact number in your message. In case of fire, police or medical emergencies, call 911.

Once a vendor and/or Mavi Maintenance tech are scheduled to complete your request you will need to ensure locks have not been changed or a correct key has been provided to the office. If you fail to adhere to this agreement, you may be charged a trip fee for missed appointments. If there is any reason why your maintenance appointment must be delayed, please call the contractor and/or our office in advance to avoid any associated fees.

We rely on tenants to be responsive in terms of maintenance requests as well. We need your help to respond to any vendor delays. If your appointment is missed by the contractor, or you have not heard from the contractor within a couple days of reporting your maintenance issue, please call our office.

Our maintenance team is typically speaking with owners and vendors all day so please feel free to leave a message in the general voice mail and our maintenance team will follow up with you. If your issues is an emergency please state this in your message and the next available maintenance team member will immediately follow up with you.

By initialing below, you acknowledge and agree to the terms in Section 8.

X \_\_\_\_\_  
Initial Here

## 9. Sign and Accept

### 9.1 SIGNATURES

The terms of this lease may not be altered or amended except by mutual written agreement signed by both parties. The undersigned have read the above foregoing binding agreement prior to its execution.

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed