

CREEKSIDE APARTMENTS
505 27th Way .Boulder, Colorado .(303) 499-3159

APARTMENT LEASE

THIS APARTMENT LEASE is made this ____ day of _____, 20____, between CREEKSIDE APARTMENTS (the "Landlord") and _____ (hereinafter jointly and severally referred to as the "Tenant").

The Landlord and Tenant agree as follows:

1. **Leased Premises.** For and in consideration of the payment of the rent and the keeping and performance of the covenants and agreements by the Tenant hereinafter set forth, the Landlord hereby leases to Tenant the following described premises situate in the City of Boulder, State of Colorado, to-wit: Apartment No. _____, CREEKSIDE APARTMENTS, together with those items of furnishings and personal property set forth in the inventory accompanying this Lease (collectively referred to as the "Premises").

2. **Term.** The term of this Apartment Lease shall be from 12:00 Noon on the ____ day of _____, 20____ until 12:00 Noon on the ____ day of _____, 20____. The rent for the full term shall be the sum of \$ _____ payable in equal monthly payments of \$ _____ per month in advance on the first day of each calendar month during the term, in cash, valid check or money order, at the office of the apartment manager at the address set forth above. The first month's prorated rent is \$ _____. A late charge of \$20 will be charged if the monthly rental installment is not received by the fifth day of the month and a charge of \$20 will be made for any check returned because of insufficient funds. The tenant shall pay first and last month's rent totaling \$ _____ at time of move-in.

3. **Security Deposit.** Tenant has deposited with Landlord the sum of \$ _____ as a Security Deposit to assure the Tenant's complete performance of Tenant's covenants and obligations under this Apartment Lease. The Security Deposit may be retained by Landlord to pay any loss, damage or expense, including attorneys' fees, sustained by Landlord by reason of the failure of Tenant to comply with any of the provisions of this Apartment Lease; to clean and repair any damage to the Premises caused by Tenant; and to reimburse any costs incurred by Landlord under this Apartment Lease. Landlord shall return to Tenant that portion of the Security Deposit not retained by Landlord within 60 days after the termination of this Apartment Lease, or surrender and acceptance of the Premises, whichever occurs last.

4. **Utilities.** Landlord shall furnish domestic hot and cold water for ordinary household use, and heat for the Premises, as well as mechanical facilities for heat, elevator service and electrical current for lighting and operation of household equipment. Tenant shall pay for all electricity used by Tenant in the Premises, which electrical service is separately metered to each apartment in the building. It shall be the responsibility of Tenant to contact the public utility to arrange for electrical service for the Premises. If Tenant has not arranged for electrical service to the Premises in Tenant's own name within 72 hours after taking possession of the Premises, Landlord will notify the public utility to disconnect the electricity standing in the name of the Landlord, and Tenant shall be billed by Landlord for said 72 hours of use. Landlord shall not be responsible for failure to make available any of the above-named services on account of any cause whatsoever, nor shall failure to do so be grounds for constructive eviction, provided Landlord exercises reasonable diligence to remedy any such failure.

5. **Covenants of Tenant.** Tenant covenants and agrees as follows: To comply with all reasonable rules and regulations now or hereafter made by Landlord, including those rules attached to this Apartment Lease; to keep the premises in a good working order and clean condition, free from dirt, filth, waste, and any dangerous condition and to refrain from any negligent or willful damage thereto and to return the Premises in as good condition as they now are, ordinary wear resulting from careful usage excepted; not to hold Landlord liable for any injury or damage occasioned by defective electric wiring or by the breakage or stoppage of the plumbing, whether from freezing or otherwise; to make no change, repair or alteration in or about the Premises without first obtaining the written consent of Landlord, not to drive nails, tacks, or screws or the like into wall, ceilings, or woodwork; not to assign this Apartment Lease, or any interest therein, nor to sublet the Premises or any interest therein without first obtaining the written consent of Landlord; to keep or have no roomers or boarders on the Premises; to use the Premises for a private residence only and for no other purpose whatsoever; not to use or permit the Premises to be used for any purpose prohibited by the laws of the United States or the State of Colorado, or the ordinances of the City of Boulder; not to commit, permit or suffer any objectionable or disorderly conduct, noise or nuisance whatsoever about the Premises, or to commit, permit or suffer anything to be done that will disturb or interfere with the rights, comforts or conveniences of other tenants; to keep no animals in said Premises; to put no signs upon said Premises; to pay to the Landlord the cost of any and all repairs made necessary by the negligent or careless use of the Premises by Tenant, Tenant's family or Tenant's guests; to place nothing on windows, in hallways or elsewhere in the building which in Landlord's opinion would have an adverse effect in the exterior appearance of the building or which may endanger or constitute a hazard to other tenants of the building; to place no additional locks upon any doors of the Premises or the building; to allow the Landlord, its agents or employees, to enter the Premises at any reasonable time for purposes of inspecting the Premises, making necessary repairs or improvements, or showing the Premises to prospective tenants or purchasers; provided, however, such entry may be made at any time, whether or not Tenant is within the Premises, if Landlord reasonably believes an emergency exists; to place no water beds on the Premises without first obtaining the written consent of Landlord; and to surrender the Premises at the termination of this Apartment Lease in the same condition as when taken, ordinary wear and tear resulting from careful usage excepted.

6. **Availability of Premises.** If for any reason the Premises shall not be ready or available for occupancy on the date specified herein, this Apartment Lease shall nevertheless continue in full force and effect, and the Tenant shall have no right to rescind, cancel or terminate the same except as hereinafter provided; and, the Landlord shall not be liable for the commencement of the term hereof. In such event the rent for said Premises shall not commence until the Tenant is notified in writing when the premises will be available and ready for occupancy. If Landlord fails to make the Premises available for occupancy on or before 30 days after the date of commencement specified herein, Tenant may, after said 30-day period, elect to give the Landlord 10 days written notice of his intention to cancel this apartment lease; and if the Premises have not been made ready for occupancy within said ten-day period, this Apartment Lease shall be considered canceled.

7. **Condition of Premises.** Tenant accepts the Premises in their present condition and this shall be conclusive evidence that the Premises were in a clean orderly condition when possession was taken by the Tenant.

8. **Repairs.** Landlord shall make any repairs, replacements or restorations in and about Premises or to any fixtures or equipment when such are needed in Landlord's sole opinion. If any such repairs, replacements or restorations so made by Landlord have been rendered necessary by reason of reasonable and normal wear of by the elements, the expense

thereof shall be borne by the Landlord. If such expense is necessitated by the negligence or misconduct of Tenant, or Tenant's family or guests, which shall be determined by Landlord and evidenced by statement rendered to Tenant, the expense thereof shall be borne by Tenant and shall be payable to Landlord upon delivery of any such statement.

9. Destruction or Condemnation of Premises. In case of partial destruction or injury to the Premises by fire, the elements or other casualty, the Landlord shall repair the same within a reasonable period of time after notice of such destruction or injury, and there shall be no abatement of rent. In the event the Premises is rendered totally untenable by fire, the elements or other casualty, or in the event the building of which the Premises is a part (though the Premises may not be affected) be so injured or destroyed, this Apartment Lease shall cease and terminate as of the date of such injury or damage. It is agreed that the Landlord and its agent and employees will not be held responsible by the Tenant for any loss to Tenant's personal property while Tenant occupies the Premises.

10.Default. Landlord and Tenant agree that if the rent above reserved, or any part thereof, shall be in arrears, or if default shall be made in any of the covenants or agreements herein contained to be kept by the Tenant, Landlord may, at its option, without liability for trespass or for damages, enter into and upon the Premises, or any portion thereof, declare the term of this Apartment Lease ended, repossess the Premises as the Landlord's former estate, expel and remove the Tenant, those claiming under him, or any person or persons occupying the same and their effects; or, without terminating this Apartment Lease, retake possession of the Premises and rent the same for such rent and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount or rent so received less all expenses of such changes and repairs, and Tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this Apartment Lease, it being expressly agreed that there shall be no surrender of the Premises before the expiration of this Apartment Lease by Tenant, except by written consent of Landlord; all without prejudice to any other remedies available to the Landlord for arrears of rent or breach of covenants. If at any time said term shall be needed as aforesaid or in any other way, the Tenant hereby covenants and agrees to surrender and deliver up the Premises peaceable to the Landlord, immediately upon termination of said term, and if the Tenant shall remain in possession of the Premises after such termination, the Tenant shall be deemed guilty of a forceable detainer of the Premises under the statute, thereby waiving all notices and shall be subject to eviction and removal, forceably or otherwise, with or without process of law as above stated. Nothing herein contained shall in any manner be held to restrict or abridge any remedy otherwise given by law for the collection of such rent reserved, or for the recovery of possession of the Premises. In the event it is necessary for Tenant to terminate his tenancy for the Premises prior to the expiration of the term so that Landlord must re-rent the Premises, then Tenant agrees to pay Landlord as consideration for its services, a fee of Five Hundred Dollars (\$500.00) for re-rental of the Premises, but shall continue to pay monthly rental until the Premises are re-rented or until the end of the term of the Apartment Lease.

11.Release of Liabilities. THE TENANT HEREBY RELEASES LANDLORD, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL LOSS, DAMAGE, EXPENSE, CLAIM, CAUSE OF ACTION OR RIGHT OF ACTION FOR LOSS OR THEFT OF TENANT'S PERSONALTY AND/OR WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO TENANT, TENANT'S FAMILY OR GUESTS THAT MAY OCCUR IN OR ABOUT THE PREMISES OR THE BUILDING OF WHICH THE PREMISES IS A PART OR THE USE OF THE WASHERS, DRYERS, RECREATION FACILITIES OR AREAS WHICH ARE BEING FURNISHED WITHOUT CHARGE BY LANDLORD. TENANT HEREBY ASSUMES, FOR HIMSELF OR HERSELF, TENANT'S FAMILY AND GUESTS, ANY AND ALL RISK FOR ANY ACCIDENTS IN CONNECTION WITH THE USE OF THE SWIMMING POOL, POOL AREA, AND/OR OTHER RECREATIONAL FACILITIES OR AREAS. TENANT HEREBY AGREES TO INDEMNIFY AND HOLD LANDLORD, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS HARMLESS FROM ANY AND ALL CLAIMS WHICH MAY ARISE OUT OF ANY ACCIDENT OR INJURIES TO TENANT OR TENANT'S FAMILY OR GUESTS, THAT MAY OCCUR IN OR ABOUT THE PREMISES OR THE BUILDING OF WHICH THE PREMISES IS A PART OR THE USE OF THE WASHERS, DRYERS, RECREATIONAL FACILITIES, SWIMMING POOL, POOL AREA, AND/OR OTHER RECREATIONAL FACILITIES OR AREAS WHICH ARE FURNISHED WITHOUT CHARGE BY LANDLORD. TENANT HEREBY AGREES TO MAKE NO CLAIM AGAINST THE LANDLORD, ITS AGENTS OR EMPLOYEES FOR ANY LOSS OR DAMAGE SUFFERED BECAUSE OF ANY ACT OF LANDLORD, ITS AGENTS, EMPLOYEES OR ANY CO-TENANT; THE LEAKING OR BURSTING OF ANY PLUMBING OR HEATING COMPONENT; THE FAILURE OF ANY ELECTRICAL, GAS OR WATER SUPPLIES OR EQUIPMENT; THE INTERRUPTION OF ANY UTILITY SERVICES; OR FIRE, FLOOD OR ANY OTHER CASUALTY.

12.Holdover. It is mutually agreed that if after the expiration of the term of this Apartment Lease, tenant shall remain in possession of the Premises, with the permission of Landlord, then this Apartment Lease shall be deemed renewed as a month-to-month tenancy at a monthly rental, payable in advance, equivalent to the last monthly installment hereunder, provided, however, if Landlord has given Tenant at lease 10 days' written notice prior to the end of the month as to an increase in rental for the premises, the monthly rental for the next succeeding month and each month thereafter until further notice by Landlord, shall be as specified in such notice from Landlord, and this Apartment Lease may then be terminated by either party giving the other at least 10 days written notice prior to the end of the rental month.

13.Vacation of Premises. Tenant agrees to give written notice of intention to vacate the Premises to the Landlord at least 30 days prior to expiration of this Apartment Lease.

14.Attorneys' Fees. In the event legal proceedings are commenced by the Landlord to enforce any of the provisions of this Apartment Lease, including, but not limited to, the collection or rent due hereunder, to evict Tenant on account of breach of any of the terms and provisions hereof by Tenant, Landlord shall be entitled to reimbursement for all court costs and expenses, including reasonable attorneys' fees, incurred by Landlord in such proceedings.

15.Subordination. This Apartment Lease shall be subordinate to all existing and future mortgages and deeds of trust upon the Premises.

16.Entire Agreement. This Apartment Lease contains the entire agreement of the parties hereto and may not be altered or amended except by mutual written agreement signed by both parties.

17.Notice. Unless otherwise specified in this Apartment Lease, all notices provided by this Apartment Lease shall be in writing and shall be delivered to the other party personally or sent by certified mail, return receipt requested, postage prepaid, at the addresses set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Apartment Lease as of the day and year first above written. The liability of Tenant hereunder shall be joint and several if there is more than one tenant.

CREEKSIDE APARTMENTS

By _____

Title _____

LANDLORD

TENANTS

DATE