

**PERSONAL AFFORDABLE LIVING, INC.
RESIDENTIAL PROPERTY LEASE**

SAMPLE

Date of Lease: 0000000000000000

Tenant: 0000000000000000

Premises: Address:

Legal description: See Attached.

PAL: Personal Affordable Living, Inc.
P.O. Box 98
Golden, CO 80402-0098

FRP: Name: 0000000000000000 Address: 0000000000000000
Telephone: 0000000000000000
Email: 0000000000000000

**Guardian/
Conservator:** Name: 0000000000000000 Address: 0000000000000000
Telephone: 0000000000000000

PAL, Tenant and FRP, in consideration of the mutual obligations set forth herein, hereby agree as follows:

1. **PARTIES TO THIS LEASE:** The following terms shall have the following meanings for all purposes of this Lease:

a. **FRP.** The Financially Responsible Party is interested in the welfare of the Tenant and understands that PAL would not enter into this Lease without the participation of the FRP. The FRP is personally responsible for payment of all of the financial obligations of the Tenant under this Lease and for all other duties, responsibilities and obligations of the Tenant, as if the FRP was in fact the Tenant. These responsibilities of the FRP do not release the Tenant from Tenant’s own obligations hereunder.

b. **Guardian/Conservator.** If the Tenant has a court appointed guardian and/or conservator, the guardian and conservator (as applicable) have also signed and agreed to this Lease.

c. **Participation Agreement.** The parties have also entered into an agreement titled Participation Agreement which governs certain rights and obligations of the parties, but which is not a lease.

2. **PREMISES:** Tenant hereby leases from PAL and PAL leases to Tenant the real property described above as the Premises.

3. **TERM:** The term of this Lease shall be twelve (12) months commencing as of xxxxxxxxxx and expiring on xxxxxxxxxx unless sooner terminated as hereinafter provided.

4. **RENT:** Tenant agrees to pay to PAL base monthly rent of \$600.00 before the first day of each month during the term of this Lease. If the term of this Lease shall commence other than on the first day of a calendar month, then the amount of the first monthly rental payment shall be prorated from the date of Lease commencement through and including the last day of said calendar month.

5. **CONDOMINIUM/HOMEOWNER’S ASSOCIATION FEES:** Tenant agrees to pay to PAL, in addition to the monthly rent, the amount charged to PAL for monthly Common Area Maintenance or other Homeowner’s Association charges. This amount is included in the base rent. This fee shall be due at the same time as the rent. If the charge is increased or decreased, the Tenant shall pay the amount as adjusted. If there is a special assessment

SAMPLE

against the Premises by the Association, Tenant shall pay the special assessment when due or according to the terms outlined by PAL.

6. **SECURITY DEPOSIT:** Tenant shall pay to PAL, in addition to the first month's rental payment, a security deposit of \$500.00 which shall be held by PAL. The security deposit shall be paid by Tenant prior to moving in. PAL, in its sole discretion, may apply the security deposit toward unpaid monthly rental payments, and/or unpaid condominium/homeowner's assessments, costs of maintenance and repair, including cleaning, of the Premises and reimbursement to PAL for damages arising from Tenant's breach of this Lease. Tenant shall not be entitled to any interest on the security deposit. An accounting of the security deposit, and any refund due, shall be sent to Tenant, at Tenant's last known address or to the FRP, within ninety (90) days of the end of the tenancy. In the event a tenant moves out of a PAL apartment within ninety (90) days of the effective date of the tenant's lease, a processing fee of \$150.00 shall be withheld from the refund of the security deposit whether the tenant is evicted or chooses to leave.

7. **POSSESSION:** Possession of the Premises shall be joint and mutual with another tenant as described in Section 11 below. In order to be entitled to possession, the Tenant must have paid all sums due at or before possession to PAL, including, but not limited to, rent, association dues, Participation Fee and Security Deposit.

8. **PAYMENT OF RENT:** All monthly rental payments, and other sums which Tenant is required to pay hereunder, shall be payable in full, when due, without notice, and without deduction or right of set off. Payments shall be made to PAL, or its agent, at such address designated by PAL. Any payment which is not received on or before the tenth (10th) of the month shall, in addition to any other remedy of PAL, be subject to a late fee of \$10.00. After a total of three late fees are assessed, the late fee will be \$30.00 per late payment. Further, any check which is returned unpaid shall be subject to a \$25.00 returned check charge.

9. **UTILITIES:** Tenant agrees to pay for all utilities, including gas and electric charges, incurred on the Premises by Tenant.

10. **REPRESENTATIONS AND WARRANTIES OF TENANT:** Tenant and FRP, in consideration of leasing the Premises, represents and warrants as follows:

a. **Participation Agreement.** Prior to execution of this Lease, Tenant and FRP have reviewed and signed the Participation Agreement.

b. **Personal Property.** The Premises are unfurnished. Tenant is responsible for providing suitable furnishings for the Premises. Tenant shall keep and maintain said personal property at Tenant's expense and PAL shall not be responsible for any loss of or damage to Tenant's personal property.

c. **Use.** Tenant shall use the Premises only as a residence and shall not use the Premises for any purposes prohibited by the laws of the United States, the State of Colorado, or the ordinances of the municipality in which the Premises are located, or which would adversely affect coverage of the Premises under a standard fire and extended coverage policy. Tenant and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of the property and any applicable rules or regulations promulgated by the Homeowner's/Condominium Association. Tenant, Tenant's occupants, and guests will show due consideration for others by not permitting, committing, or suffering any conduct, disorderly or otherwise, noise, vibration, odor, or other nuisance whatsoever having a tendency to annoy or disturb others, and interfering with, distributing, or threatening the rights, comfort, health, safety, convenience, quiet enjoyment, management, and use of the community by other residents and occupants and any of their guests. All applicable rules are a part of this lease contract. Tenant's violation of rules is a default for which PAL may exercise any remedy. PAL may make reasonable changes to written rules, effective upon distribution to all applicable units without prior notice to Tenant.

The apartment and other areas reserved for Tenant's private use must be kept clean. Trash must be disposed of at least weekly at appropriate receptacles and in compliance with all applicable laws. Upon demand, Tenant must promptly reimburse PAL for property damage, government fines, repair costs incurred by PAL due to a violation of the lease or rules, improper use, or negligence by Tenant or Tenant's guests or occupants.

d. **Appliances.** PAL shall provide major appliances to the Premises, including: oven/stove top, refrigerator, dishwasher, microwave, and washer/dryer if applicable to said unit. Tenant represents and warrants that the appliances shall be kept clean and in good repair by Tenant. Tenant shall be provided with 1 (one) microwave oven that is in good condition. Should the microwave oven cease to operate, and it is determined by management that

SAMPLE

the failure to operate is the fault of the tenant(s), then the tenant(s) will be responsible for replacing the microwave oven at their own expense.

e. **Maintenance and Repair.** Tenant, FRP, and PAL have completed and signed a checklist indicating the condition of the Premises at the time of occupancy. Tenant shall keep the Premises clean and tenantable and in as good a condition as when the Tenant entered the Premises, normal wear and tear excepted.

- i. Tenant shall not allow excessive trash and debris to collect on the surfaces or carpets/floors of the unit. _____ (tenant initial)
- ii. Nor will tenant allow the unit to become uninhabitable. Hoarding of any kind will not be tolerated. _____ (tenant initial)
- iii. Tenant shall not tamper with any smoke detection system in the Premises. _____ (tenant initial)
- iv. Tenant shall not prohibit management, maintenance, nor contract workers from entering any part of the unit for reasons of inspections, maintenance repairs and replacements. _____ (tenant initial)
- v. Tenant shall not place any locks on any doors in the unit other than the main entry door(s) without prior approval from PAL and without providing a key to PAL. _____ (tenant initial)
- vi. The cost of cleaning the window coverings on the Premises shall be paid by Tenant and may be performed by PAL or the Tenant. _____ (tenant initial)
- vii. The cost of cleaning the carpet on the Premises shall be paid by Tenant and is scheduled by PAL every spring. All accessible carpet must be cleared and vacuumed prior to the cleaning appointment. _____ (tenant initial)

f. **Insurance.** PAL does not maintain insurance to cover Tenant's personal property or personal injury. PAL is not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from, including but not limited to, fire, smoke, rain, mold, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, negligence of other residence occupants, gas, or vandalism unless otherwise required by law. Tenant and FRP shall procure Renter's Property and Liability Insurance coverage to protect against any loss or damage occasioned on the Premises during the term of this Lease. Proof of such insurance shall be provided to PAL within 2 weeks of move-in, and then annually thereafter. The insurance shall name PAL as an "additional insured" or "Interested Party".

g. **Pets.** No domestic animals or other pets shall be kept on the Premises without the express written consent of PAL.

h. **Smoking/Drugs/Marijuana.** No smoking will be permitted on the Premises at any time. The smoking/eating/possessing of illicit drugs and marijuana is not permitted in PAL units at any time. Electronic cigarettes are also not permitted.

i. **No firearms, illegal substances or illegal activities** will be permitted on the premises at any time.

11. **MULTIPLE TENANTS:** Tenant will have no more than one roommate who shall rent the Premises from PAL. Each roommate shall enter into a separate Lease with PAL. If there are difficulties between the Tenant and the roommate, the Tenant may notify PAL in writing, but PAL cannot and will not arbitrate or decide the dispute. The Tenant does hereby release and discharge PAL and its agents and employees from any damages, claims or other problems arising from or related to the roommate.

12. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Lease nor sublet the Premises or any part thereof, nor permit any other person to occupy the Premises other than such other tenant leasing the Premises from PAL.

13. **ACCESS:** PAL shall have access to the Premises at all reasonable times for the purpose of inspection, showing the Premises to prospective tenants, purchasers, or mortgagees or other parties, or to do repairs.

14. **EVENTS OF DEFAULT:** The following events (herein individually referred to as an "event of default") each shall be deemed to be nonperformance by Tenant under the terms of this Lease:

- a. Tenant shall fail to pay when due any monthly rental payment or any other payment, late fee, returned check charge or reimbursement as required herein, and such failure shall continue for a period of ten (10) days from the date such payment was due.

SAMPLE

- b. Tenant shall vacate or abandon the Premises.
- c. Tenant shall fail to comply with any term, provision or covenant, representation, rule, or warranty, other than non-payment of rent.
- d. Pal shall, in its sole discretion, determine that Tenant is no longer in full compliance with the terms of the Participation Agreement.

15. **REMEDIES:** Upon the occurrence of an event of default, PAL shall have the option to pursue any one or more of the following remedies, in addition to any rights or remedies PAL may have under any federal, state or municipal statute, regulation or ordinance:

- a. terminate this Lease;
- b. enter upon and retake the Premises with or without terminating this Lease;
- c. expel or remove Tenant and Tenant's personal property;
- d. refuse to terminate this Lease, but instead hold Tenant responsible for the entire unpaid rent due for the entire term of this Lease, in addition to re-letting expenses, and minus any income realized from re-letting the Premises.

i. If PAL terminates this Lease, Tenant and FRP shall be liable for and shall pay to PAL the sum of all rental and other payments owed to PAL hereunder accrued to the date of such termination.

ii. Upon an event of default, in addition to any sum required to be paid herein, Tenant and FRP also shall be liable for and shall pay to PAL any costs and attorneys' fees incurred by PAL enforcing the terms of this Lease.

16. **TERMINATION OF LEASE:** Either party may terminate this Lease by giving thirty (30) days advance written notice to the other party. Tenant shall be responsible for any rental payments or other costs accruing prior to the termination date. In the event Tenant dies or is unable for health or medical reasons to remain at the Premises, FRP shall give PAL written notice thereof which shall be treated as a thirty (30) day notice of termination.

17. **APPLICATION OF MONIES:** All payments to PAL by Tenant and/or FRP shall be applied first to any late charges or returned check fees, next to any other outstanding costs or charges which are due to PAL, and last to rent.

18. **SURRENDER OF PREMISES:** Upon expiration or termination of this Lease, Tenant shall surrender the Premises to PAL along with any keys or security devices pertaining to the Premises. Tenant shall remove all of Tenant's personal property from the Premises prior to surrender and the Premises shall be redelivered to PAL in as good a condition as when Tenant entered the Premises, ordinary wear and tear, loss or damage by fire or other natural causes, excepted. PAL or law officers may remove and/or store property remaining in the Premises or in common areas if Tenant is evicted or if Tenant surrenders the Premises. Tenant must pay reasonable charges for packing, removing, storing, and selling any property left in the Premises. If PAL removes and stores property after surrender, abandonment, or due to eviction, Tenant may redeem said property only by paying any amounts owed, including rent, fines/fees, move out charges, storage, damages, etc.

19. **HOLDING OVER:** If Tenant shall remain in possession of the Premises after expiration of this Lease and continue to pay rent without a written agreement as to such possession, then such tenancy shall be regarded as a month to month tenancy, at a monthly rental, payable in advance, equivalent to the last month's rental paid under this Lease, and subject to all the terms and conditions of this Lease, including, without limitation, the thirty (30) day notice required of either PAL and Tenant/FRP to terminate this Lease.

20. **RELEASE OF PAL:** Tenant agrees to hold PAL harmless for any injury or damage to Tenant's person or property, absent gross negligence, which arises or is incurred by Tenant during the term of this Lease.

21. **NOTICES:** Any written notice required under this Lease shall be sent by U.S. Postal Service or hand delivered to the appropriate address and shall be deemed given on the date of the postmark or the date of hand delivery to the above or such other address as may be given. Notice via email is also permitted if sent to _____ (tenant/FRP email).

22. **SEVERABILITY:** In the event any cause or provision of this Lease is illegal or found invalid and unenforceable under present or future laws, effective during the term of this Lease, then such clause or provision shall be replaced by a mutually agreed upon clause or provision which is as similar to the offensive clause or provision as may be practical and still be legal, valid and enforceable. In any event, the remainder of this Lease shall not be affected by such removal and/or replacement and shall remain fully enforceable.

23. **BINDING EFFECT:** The terms, provisions and covenants contained herein shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, guardians, executors, personal representatives, successors and assigns, except as otherwise expressly provided herein.

EXECUTED as of the day first above written.

TENANT

PERSONAL AFFORDABLE LIVING, INC.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

By: XXX

Program Director

(TITLE)

FINANCIALLY RESPONSIBLE PARTY(S)

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

RELATIONSHIP TO TENANT

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

SAMPLE

RESIDENTIAL PROPERTY LEASE

ATTACHMENT

2. Premises

LEGAL DESCRIPTION OF UNIT:

CONDOMINIUM UNIT 5, BIGGS COURT CONDOMINIUMS, A CONDOMINIUM IN ACCORDANCE WITH THE DECLARATION RECORDED ON JUNE 15, 1979 AS RECEPTION #79053493 AND CONDOMINIUM MAP RECORDED ON JUNE 15, 1979, AS RECEPTION #79053494, OF THE JEFFERSON COUNTY RECORDS, COUNTY OF JEFFERSON, STATE OF COLORADO.