

1. Rental Agreement

1.1 PARTIES

THIS RENTAL AGREEMENT (Hereinafter "Lease" or "Agreement") dated 07/05/2022 between **BRC REAL ESTATE CORPORATION** as agent for the owner (Hereinafter "Landlord") and Alan J. Runion (Hereinafter "Resident"). Resident along with the following occupants shall be the only authorized occupants. Upon execution of this Rental Agreement, Resident agrees to pay to Landlord a non-refundable administrative fee in the amount of \$300.00 for administrative costs associated with processing applicable paperwork on all new leases, this is not applicable for renewal leases.. Any changes in tenancy must comply with standard rental procedures, a new lease and a \$300.00 non-refundable fee.

1.2 RELIANCE ON AND RELEASE OF RENTAL INFORMATION

Resident's application may or may not be attached as an Addendum. Regardless of whether attached, Resident acknowledges that Landlord is entering into this lease in reliance on the information contained in Resident's Rental Application and any and all other information provided to Landlord by Resident. If at any time it is determined that such information is false or materially misleading, then landlord shall have the option to terminate this Lease upon three (3) days' notice to quit. Resident shall promptly notify Landlord in writing of any subsequent change in the information provided by Resident on Resident's Rental Application. Landlord may provide information on Resident or Resident's rental history to or for law enforcement, governmental, or business purposes, and report unpaid amounts to credit agencies.

1.3 TERM AND DESCRIPTION

Landlord hereby leases to Resident, and Resident hereby leases from Landlord, the Premises knows as
10735-10755 West 12th Lane - 735- 6
Lakewood, CO 80215

, County of Jefferson, State of Colorado ("the Premises" or "Property"). The term of this agreement begins on 07/09/2022 , (the "Lease Start Date"), and ends on 07/31/2023 (the "Expiration Date"). Except for any month- to-month periods, any renewals or extensions of the Lease for an additional specified term or renewal must be in writing and signed by both Resident and Landlord.

1.4 RENT

In addition to any other sums due under this Lease, Resident agrees to pay Landlord monthly rent of \$1,700.00 commencing on the Lease Start Date. Resident shall pay monthly rent on or before the first day of each month without demand or notice. Resident shall make all payments due to Landlord at the online tenant portal, or at such other place or in such other manner as Landlord designates in writing. Upon written notice and regardless of Resident's default, Landlord may require Resident to pay Landlord all sums in certified funds, or in one monthly check or payment rather than in multiple checks or payments. Except for late fees, Landlord shall apply on Resident's account all monies received from Resident in landlord's sole and absolute discretion, regardless of any notations on payments made by Resident or when Resident's obligation to pay such monies arose. Unless effected by statute, Resident's promise and covenant to pay rent is independent, absolute, without right to setoff, offset, or deduct by Resident, for any reason whatsoever, including but not limited to, any alleged breach by Landlord or Landlord's Agents. Prorated rent of \$1,303.33 is due for the remainder of the 1st month of occupation.

1.5 RENT INCREASES AND LEASE CONTRACT CHANGES

No rent increases or Lease Contract changes are allowed before the initial Lease contract term ends, except for changes allowed by any signed written addendum or by reasonable change of apartment rules, or as required and permitted by law. If at least 45 days before the Lease Contract term or renewal period ends, Landlord gives Resident written notice of rent increases or Lease contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without the necessity of Resident's signature) unless Resident gives Landlord 30-days written move-out notice (**See paragraph 1.11**).

1.6 SECURITY DEPOSIT

Resident agrees to deposit with the Landlord \$1,700.00 as a Security Deposit. Regardless of when, given, or for what purpose, any security deposit paid by Resident is collectively hereinafter referred to as "Deposit". Regardless of the purpose of any Deposit, Landlord may apply any Deposit to any sum owed by Resident. Resident shall not apply or use any portion of the Deposit as an offset or reduction to the payment of rent or other sums due under this Lease at any time for any reason whatsoever. Landlord shall have the right to apply such portions(s) of the Deposit reasonably necessary to remedy any default(s) by Resident in the payment of rent, late fees, or any other sum, or to repair any damage to the Premises or to Landlord's property caused by Resident and Resident shall promptly pay Landlord upon demand the amount

necessary to restore the Security Deposit to the original amount. Regardless of whether specifically stated in any applicable provision of this Lease, Resident shall always be liable to Landlord for any damage, including negligent or intentional acts caused by Resident, or any occupant, child, family member, guest, invitee, pet, animal, or licensee of Resident, or any other person on the Premises due to Resident. If Resident is liable for any damages, Resident shall pay Landlord such damages upon demand. Resident's legal liability to Landlord shall not be limited under any circumstance to the amount of the Security Deposit. Resident contracts to pay reasonable cleaning charges if Resident fails, in Landlord's sole discretion, to make the Premises as clean as Premises was when Resident moved in, and Landlord may withhold or deduct reasonable charges for cleaning from the Security Deposit. Upon vacating, Landlord will have carpets professionally cleaned, and Resident permits the charge for which to be deducted from Resident's Security Deposit. Resident agrees to pay any trash removal or dumpster charges if Resident fails to remove personal property or trash upon vacating. If Resident fails to leave the premises infestation free or otherwise causes any infestation, Resident contracts to pay reasonable extermination charges to restore the Premises to infestation free status. Landlord agrees within sixty (60) days after termination of this Lease, or surrender and acceptance of the Premises, whichever occurs last, to mail to Resident at Resident's last known address, a written statement listing the full and specific reasons for all charges against the Security Deposit together with a refund of the balance, if any, of the Security Deposit to Resident. Prior to vacating, Resident shall provide, in writing, to Landlord and the U.S. Postal Service each Resident's individual forwarding or last known address. If more than one person signed this lease, Landlord may issue one check for the Security Deposit refund payable jointly to all Residents and mail such check to any last known address of any Resident.

1.7 MOVE-IN AND MOVE-OUT

Resident acknowledges that Resident has inspected the Premises and that the Premise is in acceptable condition, and in good, clean and acceptable repair except as specifically noted in writing as agreed to by the parties on Resident's Move-In/Move-out Checklist. **Resident specifically acknowledges that no condition exists in the Premises that make the Premises materially interfere with Resident's life, health or safety.** Immediately upon occupying, Resident will inspect the Premises and report any defects or problems on the Move-In/Move-Out Checklist. The Move-In/Move-Out Checklist must be signed in the presence of Landlord prior to occupancy and to having keys released into Resident's control, upon which time the Move-In/Move-Out will be incorporated into and made a part of this Lease regardless of whether it is attached. Resident's failure to report any defects or problems with the Premises on the Move-In/Move-Out checklist prior to move-in shall be a binding admission by Resident that the items described in the Move-in/Move-Out Checklist are acceptable and in good condition. Subject to the information on the Move-In/Move-Out Checklist, unless otherwise prohibited by law, Resident accepts the Premises in "as-is" condition, without representation or warranty of any kind, whether express or implied, unless prohibited by Law. Landlord specifically disclaims any warranty or covenant of quiet enjoyment. Upon moving out, Resident must thoroughly clean the Premises, including but not limited to: doors, windows, closets, bedrooms, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms and otherwise fully comply with Landlord's written move-out and cleaning policies, if any, which are incorporated by reference. Upon move-out, Resident shall deliver to Landlord all keys, access cards, devices, and/or remotes (Collectively "keys") to the Premises, issued by Landlord to Resident, to avoid disputes regarding the date Resident vacated and surrendered the Premises. Resident shall not have vacated and surrendered possession of the Premises to Landlord until and unless Resident has either turned in all keys to the Premises and Landlord has acknowledged receipt of Resident's keys, To Resident has abandoned the Premises in Landlord's Reasonable judgement. If Resident fails to turn in Keys, Resident agrees that Landlord will determine, in Landlord's Reasonable judgement, the date Resident vacated and surrendered the premises for purposes of determining damages in accordance with this Lease and the law. Unless reported on Resident's Move-In/Move-Out Checklist, the property and premises are deemed free of pests. Resident and Landlord may meet for a move-out inspection. Landlord's representative has no authority to bind or limit Landlord regarding deductions or for repairs, damages, or charges. Any statements or estimates by representative has no authority to bind or limit Landlord regarding deductions for repairs, damages, or charges. Any statements or estimates by Landlord or Landlord's representative are subject to Landlord's correction, modification, or disapproval before final refunding or accounting.

1.8 UTILITIES

1. Landlord agrees to pay for (if checked) ☒ Water, ☒ Sewer, ☐ Gas, ☐ Electric, ☒ Trash, ☒ Annual Storm Sewer, ☐ Other as addition to rent, Resident agrees to pay any and all other utilities, including related deposits and transfer charges that Landlord has not specifically agreed to pay.
2. Resident agrees to pay for (if checked) ☐ Water, ☐ Sewer, ☒ Gas, ☒ Electric, ☐ Trash, ☐ Annual Storm Sewer, ☒ Other

Landlord will directly bill Resident for utilities based on a flat rate formula of \$75.00 / Month per unit, which is calculated based on the number of bedrooms in the unit. Landlord will calculate Resident's share of the utilities and services provided and all costs in accordance with state and local laws. Where lawful, Landlord may change the allocation method of determining Resident's share of utilities, in Landlord's sole discretion, after providing prior written notice written notice to Resident.

In addition to 8(a) or 8(b) herein, Resident shall transfer into Resident's name or account, effective on the Lease Start Date, all utilities serving the Premises that are to be paid for directly by Resident to the utility provider(s). Resident shall not change out of Resident's name or allow any such utility to be disconnected for any reason or by any means, including but not limited to non-payment of utility bills, until the Resident moves out of Premises. Resident consents to any utility company notifying Landlord of Resident's failure to pay any utility, or of any pending disconnection. Resident shall be liable for all utilities until the date Resident vacates or until the date Resident could have moved out without breaching this Lease, as determined by the Lease, whichever date is later. Utilities shall be used only for normal household purposes, not for business or any other purpose, and shall not be utilized in any manner in which Landlord, in his sole discretion, may deem wasteful. Landlord does not warrant, represent or guarantee that utility services will be uninterrupted during the term of this Lease Contract. To the extent an interruption is within the control of Landlord. Landlord shall use reasonable efforts to restore interrupted utility service. If Resident fails to pay any utility, Landlord reserves the right to pay and such utility and bill Resident, including a reasonable billing or administrative charge for such billing. If Resident reimburses Landlord for any utility charge, Resident agrees to pay such sum

on or before the FIRST day of each month, or any date set forth in any bill from Landlord to Resident. Resident shall pay to Landlord upon Move-In a one-time utility transfer verification fee of \$0.00. Landlord shall have the exclusive right to change or install utility lines, cable service components and/or systems, meters, sub-metering or load management systems, and similar electrical equipment serving the Premises. Landlord shall have the right, upon thirty (30) days' notice to Resident, to increase the monthly payment due by Resident in an amount reasonably related to any increase in the cost of water, electricity and/or natural gas, or any other utility that the Landlord has agreed to pay. Landlord may, and Landlord's choice, allocate those utility charges between the various apartments using any lawful formula, including but not limited to formulas based on sub-metering, comparative square footage, number of bedrooms, number of occupants, or number of bathrooms. Under any allocation formula, Resident may be paying for part of the utility usage in common areas or in other residential units. Additionally, Landlord or third-party billing service may charge a reasonable monthly fee for the cost of administering and billing any shared utility charges.

1.9 LATE, RETURNED CHECK, EVICTION AND OTHER FEES AND CHARGES

Rent is late if it is not paid by 11:59pm on the day it is due. If Landlord has not received the monthly rent and any other sums due from Resident for any given month on or before the eighth (8th) day of the month, Resident shall pay a late charge of \$50.00. Dishonored checks are any checks that are dishonored or not paid upon presentment of a single time for any reason, or any electronic payments not paid or credited for any reason. Resident agrees to pay Landlord \$20 (Twenty) for each dishonored check in addition to any applicable late fees and actual damages incurred by Landlord. Except for non-payment of rent, Resident is subject to a legal notice posting fee of \$75 per occurrence. Upon Demand, Resident must immediately replace any dishonored check with certified funds. If Resident makes any payment in response to an eviction notice or demand for rent or possession, Resident shall make such payments in certified funds and not by any electronic payment method. Resident agrees to pay all legal costs and Sheriff's fees resulting from Resident's eviction from the premises. **Resident may not withhold or offset rent for any reason whatsoever unless in accordance with law.**

1.10 STATUTORY RIGHT TO CURE

Pursuant to Colorado law, Resident has the right to pay all amounts due prior to a court entering a judgment for possession if Resident is being evicted for non-payment of rent. If Resident exercises Resident's statutory right to pay, Landlord only has to accept Resident's payment if Resident fully pays all amounts due according to eviction notice, as well as any rent that remains due under this Agreement. If Resident exercises Resident's right to pay, Resident agrees to pay in certified funds in the management office during business hours. If Resident exercises Resident's statutory right to pay in response to an eviction notice after the notice has expired and after Landlord's attorney has filed an eviction case with a court to enforce Landlord's legal rights but before the court has entered a judgment for possession, Resident agrees to pay Landlord's current attorney's fees and court costs as set forth in the eviction notice in addition to any other amounts due pursuant to the Lease and all other amounts set forth in the notice. If Landlord files an eviction case and the court determines the possession issue because Resident disputes the eviction case, attorneys' fees and costs will be awarded to the prevailing party as determined by the court consistent with the parties' intent to have attorneys' fees and court costs awarded to the prevailing party in disputed court actions as set forth in paragraph 33 of this Agreement.

1.11 NOTICE TO VACATE

Resident shall give Landlord at least thirty (30) days prior written notice of Resident's intent to vacate the Premises. Resident's notice to vacate shall specify the date that Resident will vacate ("Vacate Date") and such date shall not be less than thirty (30) days from the date Resident gives notice and **shall not be for a date prior to the end of the Lease Term. Landlord is not obligated to give 30 days' notice. Landlord must give the appropriate notice provided for in the Colorado Revised Statutes, which in some cases is as little as 3 days' notice.** If Resident gives any notice to vacate, the 30-day period commences on the day after Resident gives notice, and Resident shall vacate on or before the last day of the notice period. Regardless of when Resident gives notice, Resident agrees to pay Landlord rent for the entire notice period regardless of whether Resident occupies the Premises for the entire notice period. Resident's notice to Landlord shall be effective if executed by any Resident who executed the Lease, regardless of whether any or all other Residents who executed this Lease sign the notice. Resident's notice of intent to vacate shall only be effective on the date after the notice is actually received by and receipted for by Landlord. Resident agrees to personally deliver any notice to vacate to Landlord to guarantee the effective date of any notice. If Resident vacates without giving notice as required in this paragraph, Resident shall be liable for and agrees to pay Landlord for 30 days of rent previously or actually paid by Resident covering the 30-days of rent less any amounts of rent previously or actually paid by Resident covering the 30-day notice period. Regardless of the number of days in a month, Resident agrees that notices tendered AFTER the first day of any month shall not be effective to terminate this Lease Contract until the last day of the following month (example: notice received on June 3 will not terminate lease until July 31.). If Resident fails to give the required notice to vacate, Resident agrees that the amounts agreed to be paid by Resident in such event represent a fair amount to allocate the numerous risks and liabilities between Resident and Landlord. Resident shall pay all amounts set forth in this paragraph, in addition to any other amounts owed by Resident under the terms of this Agreement. However, if Resident is liable for a re-letting fee due to a lease break in accordance with paragraph 1.12, Resident shall not

also be liable for lack of notice pursuant to this paragraph.

1.12 LEASE BREAK EVENT

Resident shall be liable to Landlord for a Lease Break fee, if for any reason prior to the end of the Lease Term, any extension, or renewal, Resident vacates the Premises for any reason without fully performing all Lease covenants including Resident's covenant to pay all rent due under the Lease (hereinafter "Lease Break Event") for any Lease Term, extension, or renewal. Upon occurrence of a Lease Break Event, Resident shall pay a Lease Break fee in an amount equal to \$200 ("Lease Break Fee"). Resident shall pay and otherwise be liable to Landlord for the Lease Break fee upon the occurrence of a Lease Break Event, regardless of the circumstances in which the Resident vacates, including but not limited to voluntary surrender, as the request of Landlord as a result of Resident's default under the Lease, as a result of an eviction or forcible detainer proceeding, or otherwise. Resident agrees that the Lease Break Fee is a liquidated damage amount agreed to by Resident in consideration of, among other things, Landlord agreeing not to charge Resident the Landlord's actual Lease Break damages.

1.13 PAYMENT OF FUTURE RENT

If Resident is in default of any provision of this Agreement, then in addition to any other rights and remedies that Landlord may have, Landlord may at Landlord's sole discretion and option, either terminate this lease, or from time to time without terminating this lease, re-enter and re-take possession of the Premises, with legal proceedings as provided for by law, and terminate Resident's right to possession, and re-let the premises for such terms and at such rentals as Landlord in Landlord's sole discretion may deem advisable, with the option to make alterations and repairs to said Premises. Resident shall be liable for the cost of all the alterations and repairs, which are reasonably necessary to re-rent the Premises, and the re-letting fee set forth in paragraph 1.12. If Landlord does not terminate this agreement, upon re-letting, all rent and other sums received by Landlord from such re-letting, shall be applied, first to the payment of any monetary obligation due under the terms of this Agreement other than monthly rental installments, second, to the re-letting costs, third, to past due monthly rent installments, with the remainder, if any, to be held by the Landlord and applied as payments of future rents as the same become due and payable under this Agreement. No such re-entry or re-taking possession of the premises by Landlord, including but not limited to, re-taking of the Premises, by abandonment, voluntary surrender of the Premises by Resident, or the institution of forcible entry and detainer proceedings or other legal proceedings against Resident, shall be construed as an election on the part of Landlord to terminate this lease unless written notice of such intention be given to Resident, or unless determination hereof be decreed by a Court of competent jurisdiction. Even though Landlord may re-let the Premises without terminating this Agreement, Landlord may at any time thereafter elect to terminate this Lease for any previous breach. Should Landlord at any time expressly opt to terminate this Lease for any breach, in addition to any other remedy Landlord may have, Landlord may recover from Resident damages Landlord may incur by reason of such breach, including the costs of recovering the Premises, including any reasonable attorneys' fees and costs. If Resident defaults, Landlord agrees to exercise customary diligence to re-let the Premises to minimize damages, and will credit all subsequent rent received from subsequent residents against Resident's liability for past due, and future rent, and other sums due.

1.14 ASSIGNMENT-REPLACEMENTS AND SUBLETTING

Landlord may assign this lease. Resident shall not assign this lease; sublet the Premises, or any part thereof, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Replacing a Resident or subletting is allowed **only when Landlord consents in writing**, which consent may be withheld in Landlord's sole and absolute discretion. If departing or remaining Residents procure a replacement resident acceptable to Landlord before moving out and Landlord expressly consents to the replacement or subletting, then a reletting or administrative fee **may** be due; and Resident **will** remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Credits. Landlord shall credit all subsequent rent that Landlord actually receives from replacement or subsequent residents against Residents liability for past-due and future rent. If Resident moves out early, Landlord shall exercise customary diligence to relet.

Procedures. If Landlord approves a replacement resident, then Landlord may, at Landlord's option, require that either: (1) the replacement resident sign this Lease Contract with or without an increase in the total security deposit; **or** (2) the remaining and replacement residents sign an entirely new Lease Contract. Unless Landlord agrees otherwise in writing, Resident's security deposit will automatically transfer to the replacement resident as of the date of Landlord approval. The departing Resident will no longer have a right of occupancy or to a security deposit refund, but will remain liable for the rest of the original Lease Contract term unless otherwise agreed upon in writing. If Landlord denies a replacement resident, then Landlord may, at Landlord's option, require an Authorization for Change to Lease Fee if Declined fee in the amount of \$100.00.

1.15 DEFAULTS AND REMEDIES

Resident's obligations are contained in this Agreement, any Addenda, (hereinafter collectively "the Lease Documents") regardless of whether attached to this Agreement. Resident shall be in default if Resident breaks, fails to observe or to perform any promise, agreement, or covenant set forth in the Lease Documents, including but not limited to, Resident's failure to timely and fully pay any rent and other amounts due, abandons or vacates the Premises without fully performing all Lease covenants, or if Resident shall make any misrepresentation. Resident shall also be in default if any occupant, family member, children, guest, invitee, or any other person about the Premises or Landlord's property due to Resident, or with Resident's knowledge or consent, breaches the Lease. If Resident defaults, Landlord shall have all remedies provided for in this Agreement and at law.

1.16 ATTORNEY'S FEES - COLLECTION RELATED COSTS-JURY WAIVER

In any disputed court action where the court resolves the dispute and determines the prevailing party, the court shall also award to the prevailing party its attorneys' fees and costs and the non-prevailing party shall be liable to the prevailing party for payment of any court awarded attorneys' fees and costs. Resident agrees to pay eighteen percent (18%) interest compounded annually on all unpaid rent, amounts, or damages owed by Resident, except for late fees, from that date of Landlord's final accounting until such time Resident pays all outstanding amounts. **Landlord and Resident 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 Resident hereby waives all rights to a trial by jury.**

1.17 ABANDONMENT

Resident covenants to occupy the Premises and shall be in default if Resident does not occupy the Premises on a regular, continuing, and consistent basis, unless otherwise agreed to by Landlord in writing. C.R.S., § 38-12-510 governs whether Resident has abandoned. Resident also abandons or surrenders the Premises ten (10) days after the death of a sole resident. If Resident abandons the Premises or vacates the Premises for any reason and leaves personal property within the Premises, Resident intentionally, specifically, and irrevocably waives all title and interest Resident has to such property and grants to Landlord full authority to immediately dispose of same without notice, court order, or accountability, as permitted by law. Resident shall indemnify Landlord, and Landlord's employees and representatives, against any claim or cost for any damages or expense with regard to the removal, disposal or storage of any property, including attorneys' fees and costs regardless of who makes a claim against Landlord or any other indemnified in connection with Landlord's removal of any property. Tenant will have liability pursuant to 1.12 in the event of abandonment.

1.18 HOLDING OVER

Landlord may terminate Resident's tenancy at the end of any term, extension, renewal, or month-to-month tenancy, upon written notice to Resident prior to the end of the term, extension, or renewal being terminated. If with the consent of Landlord, Resident continues in possession of the Premises after expiration of the Lease Term, any extension, or renewal, this Lease shall become a month-to-month lease, subject to all of the terms and conditions of this Lease. The Lease shall then remain in effect on a month-to-month basis until terminated by either party, in accordance with the requirements set forth in any applicable provision of this Lease. If either Resident or Landlord gives notice to vacate, Resident shall vacate on or before the date specified in the notice. If without the consent of Landlord, Resident continues in possession of the Premises, and fails to vacate or fails to turn in any keys after expiration and termination of any lease term, extension, or renewal, or after any notice to vacate, Resident shall be wrongfully holding over. For any wrongful holdover period, Resident shall pay Landlord damages in the amount of two (2) times the daily rent calculated by using the monthly rent from the preceding month.

1.19 DELAY IN DELIVERY OF POSSESSION AND FAILURE TO PAY UPON LEASE START DATE

If Landlord does not deliver possession of the Premises on or before the Lease Start Date for any reason, Landlord shall not be liable to Resident for any damages whatsoever for failure to deliver possession on that date, but the monthly payment payable under this Lease, shall be abated on a daily basis until Landlord delivers possession to Resident. If Landlord does not or cannot deliver possession of the Premises on the Lease Start Date, either Resident or Landlord may thereafter terminate this Lease by written notice. If for any reason, including but not limited to, Landlord's unilateral mistake, Resident fails to pay any amount due under the Lease prior to moving in, Resident shall be in default and Landlord may exercise any and all rights and remedies under this Lease or by law including, without limitation, notice to quit upon Ten (10) days' notice or Ten (10) days' notice of rent or possession, and imposition of late fees.

1.20 USE AND OCCUPANCY

Resident covenants that the Premises are to be used and occupied by Resident as Resident's principal residence, solely as a private residential household, not for any unlawful purpose, and not for any other purpose whatsoever, including any business purpose that is not specifically allowed by this Lease, and by any law. Resident shall show due consideration for others and shall not behave in a loud or obnoxious manner, interfere with, disturb, or threaten the rights, comfort, health, safety, convenience, quiet enjoyment, and use of the Premises, by Landlord, or by Landlord's agents or employees, other residents and occupants, surrounding neighbors, and any of their guests, invitees, or the general public (collectively "others"). Resident shall not disrupt or interfere with Landlord's business operations or communicate with the Landlord or Landlord's representatives in an unreasonable, harassing, rude, or hostile manner. Landlord may deny any Resident access to the Premises, including by changing the locks, if any court or legal order restrains or bars a Resident from the Premises. Resident agrees not to permit, commit, or suffer any conduct, disorderly or otherwise, noise, vibration, or other nuisance whatsoever about the Premises, having a tendency to annoy or disturb others and to use no machinery, device, or any other apparatus which would damage the Premises or annoy others. Resident shall not permit any unusual or objectionable odors to permeate or emanate from the Apartment. Occupation of the Premises is subject to applicable occupancy standards determined by law and by Landlord. Only authorized occupants shall occupy the Premises. Landlord must approve any change of authorized occupants in writing prior to occupancy, except for children born or adopted during the term of the Lease, but such children are subject to applicable occupancy standards. Upon Landlord's demand, Resident shall provide to Landlord any information necessary to establish the residence of any person who appears to be residing at the Premises in

Landlord's reasonable judgment. If Landlord claims that any person residing in Resident's Premises is an unauthorized occupant, Resident shall bear the burden of proving in any court action or eviction proceeding that the person challenged by Landlord as an unauthorized occupant does not reside at the Premises.

Registered Sex Offender. No person, including but not limited to Resident or any occupant, shall register the address of the Premises on any list of registered sex offenders or predators or similar compilation. Landlord does not warrant, represent nor guarantee whether other persons residing in or near the complex appear on any list of sex offenders and shall not be obligated to monitor or disseminate any compilations of registered sex offenders or other criminals. If Resident desires to obtain a copy of the list of convicted sex offenders in the area, Resident must obtain a copy from the local police, sheriff or other public record.

1.21 NUISANCE

If the Landlord receives any written nuisance complaint, cease and desist order, tickets, citations, letters, or similar demand from any governmental entity (collectively "Nuisance") regarding the Premises, Resident shall be in default of this Agreement. Upon demand from Landlord or notice of any nuisance, Resident shall within Ten (10) days address and remedy any nuisance and otherwise cure any nuisance violation, including but not limited to, paying any fines, penalties, assessments, or other amounts levied, charged, or imposed by any governmental entity because of the Nuisance. Landlord may take any action necessary or required to cure or remedy any nuisance, including but not limited to, barring or trespassing any individuals from entering any portion of the Premises. Resident will not permit any barred or trespassed individuals onto the Premises. Resident acknowledges that a legal demand or trespass notice delivered to Resident by either personal service or posting on Premises is proper notice that an individual, guest, relative, or any other party has been trespassed or barred from Premises. Resident shall pay or reimburse Landlord all costs, damages, sums, or other amounts incurred by Landlord, levied or assessed against the property or Landlord because of Resident.

1.22 MAINTENANCE OF PREMISES

Landlord shall be responsible for all exterior repairs and maintenance to the Premises except as otherwise specifically set forth in this paragraph. Landlord shall be responsible for all interior non-routine maintenance, repairs, and replacements, and for repairs and maintenance required by law. Resident acknowledges the existence of an operating smoke detector and carbon monoxide alarm in the rental unit. These safety devices have been installed in accordance with the manufacturer's published instructions and Resident understands that these devices have been provided to help ensure the Resident's safety but must not be considered a guaranty of safety. Resident agrees to keep, test, and maintain both safety devices in good repair. Batteries may not be removed from the smoke detector or carbon monoxide alarms, unless inspection and/or maintenance of the devices make it necessary to do so. Landlord will furnish smoke detectors if required by statute, and provide working batteries when Resident first takes possession. After that, Resident shall pay for and replace batteries as needed, unless the law provides otherwise. Landlord may replace dead or missing batteries at Resident's expense, without prior notice to Resident. Resident must immediately report detector/alarm malfunctions to Landlord. Neither Resident nor others may disconnect the detectors/alarms. Resident will be liable to Landlord and others for any loss or damage from carbon monoxide, fire, smoke, or water if that condition is contributed to by Resident disconnecting or failing to replace batteries, or by Resident not reporting malfunctions. Resident further agrees to give immediate written notification to Landlord if the safety devices malfunction or are missing. These responsibilities are in effect throughout Resident's occupancy. If appointment is made by Resident for Landlord to perform or provide any service or repair to Premises, and Resident fails to provide entry or safe access to premises, then Resident shall be charged \$75.00 for related time and travel.

Resident shall use customary diligence in maintaining and not damaging the Premises. Regardless of whether Resident is responsible for making any repair or performing any maintenance, Resident shall always be liable to Landlord for the cost of any repair or maintenance caused by Resident. Resident shall maintain the residence in a clean, sanitary, neat, safe, fit, habitable, and undamaged condition. Resident shall not permit any unlawful or wasteful activity on the Premises, and shall comply with all applicable laws, including but not limited to, building codes and laws regarding public health and safety. Landlord shall supply light bulbs for fixtures furnished at Lease inception; after that, Resident shall replace them at Resident's expense with bulbs of the same wattage. Resident's improvements to the Apartment (whether or not Landlord consents) become Landlord's unless Landlord agrees otherwise in writing. Resident shall dispose of all rubbish, garbage, and any other waste in a clean and safe manner on a regular basis. Resident must use plumbing fixtures and facilities, electrical, sanitary, heating, ventilating, air conditioning, and any other mechanical systems and appliances in a safe and reasonable manner, and in the manner and for the purposes for which they were designed. Toilets, tubs and sinks are to be used only for the purpose for which they are intended. Do not dispose of dust, rubbish, coffee grounds, toys, diapers, bibs, feminine hygiene products, dental floss, so-called "flushable wipes", cat litter, etc. into toilets, tubs or sinks. Resident will be charged for the unplugging and repairs of toilets, tubs, sinks, garbage disposers and any and all waste lines and/or waste handling system components that are deemed, in Landlord's sole discretion, to have been damaged, plugged or otherwise compromised due to any act or omission on behalf of Resident. Without Landlord's prior written consent, Resident shall not: make any alterations to the Premises, utilize any water-containing furniture, place stickers, deface or permit the defacing of any part of the Premises; use or install any shades, awnings or window guards; install, utilize or remove any existing alarm systems, locks, air-conditioning units, appliances other than those supplied by Landlord, space heaters, antennae, additional phone or cable TV outlets, satellite dishes or additional fixtures. Landlord shall have the right to require strict uniformity in the external appearance of window coverings, balconies, individual apartment entry doors and common area hallways. Resident shall cover the windows only with window covering supplied by Landlord and shall not place signs, flags, pictures, colored or patterned materials, holiday decorations, stickers or reflective material in windows, on or at entry doors or on balconies unless otherwise provided for, in writing, by Landlord. Resident shall not drill any holes into the walls, ceilings, woodwork or floors of the Premises. If Resident makes or installs any decorations, alterations, additions, or fixtures without Landlord's prior written consent, Resident agrees to remove, correct, repair, or replace to Landlord's satisfaction and at Resident's expense. In order to prevent damage to the Premises and to, among other things, retard and prevent mold and mildew in humid conditions and to avoid freezing pipes in cold weather, Resident shall at all times provide appropriate or reasonable heating, climate control, ventilation, and lighting in the unit based on the circumstances. Unless instructed otherwise, Resident shall, for 24 hours a day

during freezing weather – (1) keep the Apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold-water faucets. Resident shall not leave appliances, other than furnaces or air conditioners, or water running unattended. Resident shall be liable for damage to Landlord's and others' property if damage is caused by broken water pipes due to Resident's violating these requirements. For similar reasons and others, Resident shall promptly notify Landlord of any air conditioning or heating malfunctions, visible moisture accumulation, mechanical problems, plumbing problems, water leakage, or mold and/or mildew growth.

1.23 TRASH

No trash is to be set in the common areas. If Resident leaves trash outside of Premises, Resident will be subject to a \$25 fine per occurrence.

- All trash, garbage and rubbish will be disposed of properly in approved receptacles and will not be stored in or around any premises.
- All trash from the Premises should be bagged, sealed or tied and placed in the trash containers.
- Do not place any burning materials or hazardous chemicals in the containers.
- Any large items that do not fit in the dumpster need to be set next to the dumpster and Resident must notify management for a special pick-up. Special pick-up will be subject to additional charges. Failure to notify management of items left next to the dumpster will be subject to additional charges and is a lease violation.
- All wet garbage must be wrapped.
- Boxes must be crushed before being placed in trash containers.
- Use recycling bins when possible.
- Do not dumpster dive.

1.24 REPAIRS AND NOTIFICATION

For any non-emergency repair that is the Landlord's responsibility, Resident shall promptly request in writing, via the online tenant portal, any repairs to be made to the Premises or its fixtures, alarm devices, and other equipment that belong to Landlord, except in the case of emergency when oral requests for repairs to the Landlord will be accepted. **Residents shall always pay Landlord on demand, for repairs made to Premises that were necessitated by Resident's conduct, regardless of whether any conduct necessitating any repair was intentional or negligent.** If Landlord authorizes Resident to make a repair, all repairs or maintenance that are Resident's responsibility shall be done or performed in a competent and workmanlike manner, whether such repairs or maintenance are performed by Resident or other person selected by Resident. Resident shall save and hold harmless the Landlord from any liability arising from Resident's repairs or maintenance, including but not limited to injury to person or property caused by any act or omission of Resident, Resident's family, invitees, guests, occupants or their respective servants, assignees and trespassers. Landlord shall have the right to make any repair or perform any maintenance that is Resident's responsibility, if Resident fails to make any repair or perform any maintenance required under the terms of this Agreement within Ten (10) days demand by Landlord. If Landlord makes any repair or performs any maintenance on Resident's behalf, Landlord shall have the right to charge Resident for such repairs or maintenance, and such charges shall be considered additional rent. Landlord shall have the right of entry per the terms of paragraph 1.27 of this Lease.

In any circumstance or situation which involves immediate, imminent, or substantial risk of harm or damage to property or person, their health or safety, Resident shall notify Landlord immediately of any such circumstances, situation, malfunction, or necessity for repair. After any request for repair by Resident, or during the making of any repair by Landlord, the Lease shall continue in full force and effect and the rent shall not abate during any such period, except in the event of a casualty event making the Premises unfit for habitability within the meaning of paragraph 1.30. In making any repair or maintaining the Premises or property, Landlord may temporarily turn off equipment and interrupt utilities to the Premises or property, or temporarily take any additional action reasonably necessary, in Landlord's sole and absolute discretion, to affect the repair or perform the maintenance, and to avoid damage to the property or the Premises, all without any liability to Resident whatsoever. 12th Lane Townhomes offers 24-hour response to emergency service requests by calling **720-259-4985** and following all prompts. Resident may also submit a work order request via their online login to the resident portal system and clicking on 'submit a maintenance request'.

1.25 MECHANIC'S LIENS

For any mechanic's lien that is recorded against the property because of Resident's actions or inactions, Resident agrees to promptly resolve such lien by payment, bonding or other remedy, such that the lien is released with the applicable clerk and recorder's office, within ten (10) days after request by Landlord, and shall indemnify Landlord against losses arising out of any such claim or claims including, without limitation, attorneys' fees and costs of court.

1.26 LIABILITY AND RENTER'S INSURANCE

Resident, Resident's family, occupants, guests, invitees, or any person entering on or about the Premises due to Resident (hereinafter collectively "Resident") assume any risk(s) whatsoever of damage or injury, whether to person or property, loss, or destruction of property, in connection with Resident's occupancy of the Premises or in association with Resident's use of the Premises (hereinafter "Risks"). Such risks include but are not limited to damage or injury caused by third parties, fire, smoke, water, water leaks, ice, snow, lightning, explosions, mold, infestation, theft, vandalism, weather or natural elements, interruption of heating/cooling, utilities, and plumbing systems. Landlord has no duty to remove any ice, sleet, or snow. Resident agrees that all property kept in the Premises shall be at the risk of the Resident. **BECAUSE RESIDENT IS NOT COVERED BY LANDLORD'S INSURANCE AND BECAUSE OF THE RISK ASSUMED BY RESIDENT UNDER THIS LEASE AND SECTION, LANDLORD URGES RESIDENT TO SECURE ADEQUATE RENTER'S INSURANCE,**

AND LIABILITY INSURANCE TO INSURE AND PROTECT RESIDENT AGAINST RISK OF LOSSES.

Failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law. To the greatest extent permitted by law, Landlord shall not be liable to Resident, even for negligent acts or omissions of Landlord or Landlord's representatives, for any damage or injury, whether to person or property, loss, or destruction to Resident's property, including but not limited to, any damage or injury, whether to person or property, loss, or destruction of property sustained by Resident from any cause, including but not limited to, the causes and risks set forth herein. To the greatest extent permitted by law, Resident agrees to hold Landlord harmless and to indemnify Landlord against and from any lawsuit, loss, cost, expense, damage, or claim including attorneys' fees and costs resulting from any injury, whether to property or to person, whether to Resident, Resident's family, occupants, guests, invitees, or any person entering the Premises, unless prohibited by law. Resident waives any insurance subrogation rights or claims against Landlord or Landlord's agents, and their insurers. No employee, Landlord, or management company is personally liable for any of Landlord's contractual, statutory, or other obligations merely by virtue of acting on behalf of Landlord. All provisions regarding Landlord's non or no-liability and no-duty apply to Landlord's employees, Landlords, and management companies.

1.27 LANDLORD'S ACCESS

Landlord shall have the right to enter the Premises, with notice when practical, without notice when not practical, at any reasonable time to examine, inspect, repair, show, or for any other legitimate or necessary purpose which Landlord determines in its sole discretion. If Resident fails to provide entry or safe access to premises to Landlord, then Resident shall be charged \$75.00 for related time and travel. If Resident or any guest or occupant is present, then Resident shall allow repairers, servicers, or Landlord's representatives to peacefully enter the Premises at reasonable times for the purposes listed in (2) below. If nobody is in the Premises, then repairers, servicers, or Landlord's representatives may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means if locks have been changed in violation of this Lease Contract) if: (1) written notice of the entry is left in a conspicuous place in the Premises immediately after the entry; and (2) entry is for: any reasonable business purpose including, responding to Resident's request; repairs; estimating repair or refurbishing costs; pest control; preventative maintenance; filter changes; testing or replacing detector batteries; retrieving tools or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; stopping excessive noise or other disturbances; removing health or safety hazards (including hazardous materials); retrieving property owned or leased by former residents; inspections; entry by a law-enforcement officer with or without a search or arrest warrant or in hot pursuit; showing the Premises to prospective Residents (after move-out or vacate notice has been given); or showing the Premises to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents.)

1.28 JOINT AND SEVERAL LIABILITY

Each person executing this Lease is fully and personally liable and obligated for promises, covenants, and agreements in this Lease, including but in no way limited to, the promise to pay any and all rent and other amounts. In the event of default, Landlord may enforce his rights under this Lease against each person individually, or against all the persons.

1.29 PETS - ANIMALS

Resident shall not be allowed to have or bring, even temporarily, any animal (including mammals, reptiles, birds, fish, rodents, or insects) anywhere in or on the Premises at any time, except by prior written consent of Landlord. If Landlord agrees to permit Resident to possess an animal ("pet"), both Resident and Landlord must sign a separate pet agreement or addendum and the applicable pet deposit and/or pet fee, as set forth by Landlord, must be tendered to Landlord. Resident's bringing into or onto the Premises or the keeping or possession of any animal for any duration without Landlord's written consent shall constitute a violation of this Lease and Resident shall, along with any and all other consequences and penalties outlined in the Lease Documents, be assessed a one-time Pet fee per animal, a pet deposit per animal and monthly pet fees. All amounts are due and payable at the time of, and in addition to, the following month's rent payment. In any action brought by Landlord to enforce this paragraph, Resident shall bear the burden of proof regarding any pet's status or removal.

1.30 SMOKING

Smoking or vaping in the Premises and on property is not allowed unless in a designated smoking area. If Resident smokes within the Premises, Resident shall be responsible for all resulting costs and damages due to Resident's smoking. Resident understands and agrees that any damage caused by or related to cigarette, pipe, cigar, or other smoking shall not constitute ordinary wear and tear. For example, Resident agrees that costs for painting and for removal of smoke odor are not normal wear and tear.

Residents and/or guests who smoke are requested to dispose of cigarette butts properly (in trash receptacles), not on property grounds, parking lot areas, planters' pots, etc. If your smoking, or that of your guests, disturbs the quiet enjoyment of any other resident, you will take all reasonable steps to decrease the amount of smoke generated. These steps may include, but are not limited to, purchasing and using a smokeless ashtray and/or air filtration device, reducing the amount of smoking, ceasing any smoking on decks, patios or other outdoor areas, closing doors and windows. Failure of Resident to take such reasonable steps after a written request from Landlord will be a violation of these Rules & Regulations.

1.31 CASUALTY, CONDEMNATION, OR EMINENT DOMAIN

If the Premises or any part of the Premises is destroyed due to fire, explosion, or any other casualty, or if the Premises or any part of the Premises become unsafe, hazardous, or uninhabitable as determined by Landlord in his sole and absolute discretion, Landlord may at his option, upon written notice to Resident, either immediately terminate this Lease or repair the Premises. Regardless of the extent of damage to the Premises or any portion of the Premises, Landlord may also upon written notice immediately terminate this Lease, if in Landlord's sole and absolute discretion, any repairs necessitated by any event would be either impractical or dangerous, if Resident continued to occupy the Premises. If the damage or casualty event is due to Resident's negligence or intentional conduct, the rent shall not abate or prorate, and Resident shall be liable to Landlord for any amounts due under this Lease, plus all damage caused by such negligent or intentional conduct. Landlord has no obligation to provide suitable substitute accommodations, nor is Landlord liable for any other expense, damage, or inconvenience suffered by Resident. Resident understands that this is the purpose of renter's insurance. For this reason, among others, Landlord strongly recommends and urges Resident to obtain appropriate insurance to protect Resident against such event.

1.32 RESIDENT'S SAFETY

Crime or Emergency. Dial 911 or immediately call local fire, police, or EMS authorities in case of fire, smoke, or suspected criminal activity involving imminent harm. Resident shall then contact Landlord's representative. Resident shall not treat any of Landlord's security measures as an express or implied warranty of security or as a guarantee against crime or of reduced risk of crime. Any security measure undertaken by Landlord shall be for the benefit of Landlord and for the exclusive purpose of protecting Landlord's property and shall not be relied upon by Resident.

1.33 MOTOR VEHICLES

Landlord is not responsible for the safety of or damage to Resident's or any occupants' or guests' automobiles. Landlord may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Landlord may have vehicles parked in violation of the Lease Contract, rules or posted signs towed off the premises by the Landlord or hired towing company at the vehicle owner's expense, with or without prior notice. A vehicle is prohibited in the apartment community and may be immediately towed, without prior notification of any kind, if the vehicle:

- is parked in a marked handicap space without the legally required handicap insignia;
- blocks another vehicle from exiting;
- is parked in a fire lane or designated "no parking" area; or
- is parked in a space marked for other resident(s) or unit(s).
- stores and/or parks any commercial or public vehicle in the property parking lot.

A vehicle is prohibited in the apartment community and may be towed after posting a 24-hour notice in a conspicuous place on the vehicle indicating the Landlord's intent to tow said vehicle, if the vehicle:

- is abandoned, unlicensed, derelict, inoperable;
- has flat tires or other conditions rendering it inoperable;
- has an expired license or inspection sticker;
- takes up more than one parking space;
- belongs to a Resident or occupant who has surrendered or abandoned the Apartment;
- Except with the written consent of Landlord, no trailer, truck camper, boat, boat trailer, or other recreational vehicle shall be parked on any portion of the Community.

In the event the Landlord is fined or incurs any cost associated with Resident's or any occupants' or guests' automobiles, Resident shall immediately reimburse Landlord for such amounts. Assignment of reserved parking spots shall be put down in writing on a separate addendum listing the Parking Space number, parking permit number (If applicable) or any other markers or identifiers available for license at a price separate than the agreed upon rent listed above.

- Unless parked in designated guest parking spaces, all vehicles must be registered with Landlord before parking in the Community. Guest parking spaces are for the use of short-term guests only.
- Vehicle maintenance and repairs are not permitted in the parking areas. Vehicles may be washed only in designated areas.
- Parking by guests longer than 24 hours will require prior approval from Landlord.
- For the safety of everyone, please observe the five miles per hour speed limit.
- Back-in parking is prohibited.
- Driving recklessly is prohibited.
- Each Resident shall keep any assigned parking space in a neat, clean and sanitary condition.

1.34 GENERAL POLICIES AND COMMON AREAS

Common entrances, passageways or driveways must not be obstructed or used by Resident for any purpose, other than entrance and departure.

- Garbage cans, household supplies, bottles and cans and other similar articles shall not be placed outside the Premises.
- No part of the common areas will be used for commercial activities of any kind. This shall not apply to the use of Premises by Landlord

- for display, marketing, or promotional purposes.
- No structure of a temporary character, such as trailer, tent, shack, barn or other building, trampoline, bounce house, pool, hot tub, sandbox, etc. will be allowed in the common areas at any time.
- Modifications to the Premises or any common areas are prohibited without Landlord's prior written approval.
- Excessive noise and activities such as skateboarding, roller-skating, rollerblading and sledding are not allowed.
- Running and/or playing in the parking lot is prohibited.
- Quiet time begins at 10 p.m. and continues through 7:00 a.m. the following morning.
- Resident is responsible for the conduct of guests or invitees, who are expected to follow these Rules & Regulations.
- No alcoholic beverages are to be consumed in the common areas or parking lots.
- No Resident shall cause or permit anything, including but not limited to, signs, awnings, canopies, shutters, radio or television antennas, satellite dishes or air conditioners, to be displayed or affixed to the unit unless written approval is granted by Landlord.
- Nothing shall be done in the Premises, or in common areas, which will impair the structural integrity of the building.

To the extent prohibited by fire regulations, barbecues are not allowed on decks and balconies or within 10 feet of combustible construction. Barbecues may be allowed in common areas only with the express written permission of Landlord.

INSIDE YOUR HOME

- No Venetian blinds, awnings, draw shades or non-conforming curtains or drapes shall be installed on exterior windows without the written permission of Landlord. This includes reflector shades, tin foil, etc.
- No painting, staining or papering shall be done without the prior written permission of Landlord.
- Picture hooks are to be used for hanging pictures, mirrors or decorative items on the wall. Adhesive materials are not allowed.
- No signs, banners, or placards shall be posted in or about the Community without the written permission of Landlord.
- Resident shall not conduct or permit the noisy use of any musical instrument, operation of radio(s) (including vehicular stereo or radio), television, amplifier or speakers in a manner which disturbs the residents of any other premises.

SECURITY

- Should anything suspicious occur, report it immediately to the police and Landlord.
- Use all locks on doors and windows.
- Lockouts occurring after office hours are subject to a fee.

LAUNDRY ROOM RULES & REGULATIONS

- Landlord may alter operating hours.
- Laundry room facilities are for the use of residents only.
- No loitering in the laundry room facilities is allowed.
- Obey all posted rules and hours.
- Follow all posted instructions and manufacturer's directions when using the machines.
- Remove laundry promptly.
- Use of tints and dyes is not permitted.
- Report any equipment failure to Landlord promptly.
- Residents are responsible for any damage to the machines.
- Landlord may revoke Resident's privilege to use the laundry facilities if they, their guests, or invitees violate these rules.

1.35 BALCONIES

The use of porches, balconies and patios for the purpose of storage and/or laundry drying is prohibited. These areas must be maintained in a neat, clean and attractive condition. Outdoor and/or patio furniture is welcomed on your patio or balcony only. Gasoline or other hazardous and/or flammable materials are not to be stored in your Apartment or on your balcony, patio or porch. Refrain from having dead plants, boxes or garbage on balconies, patios or porches at any time. Resident shall not hang or place towels, swimwear, blankets or anything else on or over any balcony. Resident shall promptly comply with Landlord's request to clean, remove property or alter the appearance of any balcony, patio or porch that in Landlord's sole discretion is unsightly or otherwise is deemed to be in non-compliance.

1.36 CONDUCT

The Apartment and other areas reserved for Resident's private use must be kept clean and sanitary. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Swimming pools, saunas, hot tubs, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and other common areas. Landlord may regulate: (1) the use of patios, balconies, and porches, including the prohibition of storage of personal belongings visible from common areas, and the storage or use of barbecue grills and/or flammable substances; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. Resident shall be liable to Landlord for damage caused by Resident or any guests, agents, or occupants. Landlord may exclude guests or others who, in Landlord's judgment, have been violating or are about to violate the law, violating or are about to violate this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or Landlord's representatives. Landlord may also exclude from any common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident or as a guest of a specific resident in the community. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress. Guests of Resident shall be considered a licensee for the purposes of 13-21-115, C.R.S.

and any subsequent enactments. **LANDLORD DOES NOT REPRESENT OR WARRANT THE BEHAVIOR OF ANY THIRD-PARTIES, INCLUDING OTHER RESIDENTS AND OCCUPANTS OF THE APARTMENT COMMUNITY AND DOES NOT REPRESENT THE CONDITION OF THE APARTMENT TO BE ANYTHING OTHER THAN AS IS.**

1.37 PROHIBITED CONDUCT

Resident and all occupants or guests may not engage in the following prohibited activities: loud or obnoxious conduct, including unreasonable odors; disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the apartment community, including unreasonable hostile communications with the Landlord or the Landlord's representatives, including unreasonable foul language; possessing, selling, or manufacturing illegal drugs or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by Colorado Law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon; acts prohibited by statute, ordinance or rules and regulations of any government entity or homeowner association; conduct which results in the issuance of a nuisance letter or notification of violation from any governmental agency; soliciting business or contributions; using the Apartment for other than residential use to include operating a business or childcare services; storing anything in closets having gas appliances; tampering with utilities; bringing hazardous materials into the apartment community; having or using glass containers in the pool area; and using candles or kerosene lamps. Door-to-door soliciting is prohibited on the Premises, either by Resident or by any outside party. **Resident further agrees that these obligations apply, without limitation, to conduct in Resident's Apartment, in the common areas of the apartment complex and in the driveways and parking lots for the apartment complex. **

1.38 MULTIPLE RESIDENTS OR OCCUPANTS

Each Resident is jointly and severally liable for all Lease Contract obligations. If Resident or any guest or occupant violates the Lease Contract or rules, all Residents are considered to have violated the Lease Contract. Landlord's requests and notices (including sale notices) to any Resident constitute notice to all Residents and occupants. Notices and requests from any Resident or occupant (including notices of Lease Contract termination, repair requests, and entry permissions) constitute notice from all Residents. In eviction suits, any one of multiple Residents is considered the agent of all other Residents in the Apartment for service of process.

1.39 NON-WAIVER

No Waiver of any term, provision or condition of this Lease, or Landlord's failure to insist upon strict compliance with the terms of this Lease in any one or more instances shall be a further or continuing waiver of any such term, provision or condition, or as a waiver of any other term, provision, condition or right under this Lease, or a waiver of Landlord's right to act on any current or future violation by Resident, or to make any current or future demand for payment of any amounts due under this Lease. Resident's obligation to pay any rent, or any other amounts shall not be waived, released, or terminated by Landlord's service of any notice, demand for possession, or institution of any forcible entry and detainer action which may result in a termination of Resident's right of possession. During any period that Resident has been served with, is under, or subject to a demand for compliance for breach of any non-monetary covenant, Resident agrees to pay rent or any other amounts due, and Landlord may accept any such payments and Landlord's acceptance of the same shall not be a waiver of Landlord's rights on any notice or demand for non-compliance for breach of a non-monetary covenant. When Landlord's consent is required, Landlord's consent in one or more instances shall not be deemed continuing consent or relieve Resident of obtaining Landlord's consent in the future.

1.40 ENTIRE AGREEMENT - WAIVER - MISTAKE - SEVERABILITY

This Lease contains the entire Lease between the Landlord and Resident and may not be modified in any manner except by an instrument in writing signed by both Resident and Landlord. Resident acknowledges that neither Landlord nor any of Landlord's representatives have made any oral promises or representations not contained herein, and that Landlord's agents have no authority to waive, amend, modify, or terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations, or Leases that impose any duties or obligations on Landlord unless in writing. In filling out, processing, and completing this Lease some clerical, scrivener, human, computer and/or mathematical errors may occur. In the event of any such errors or mistake and regardless of who made the mistake, Resident agrees to cooperate with Landlord to execute or re-execute any document necessary to correct any such mistake or error upon demand by Landlord. Invalidity of any one of the foregoing provisions, covenants, or promises by judgment or court order shall in no way affect any of the other provisions, covenants, or promises contained in this Agreement which will remain in full force and effect. No provision, covenant, or promise contained in this Agreement shall be deemed invalid or unenforceable because such provision, covenant, or promise does not provide for or grant Landlord or Resident equal or reciprocal rights.

1.41 COMMUNICATION

In the event Resident have provided a cell phone number and/or email address at any time during application or residency, Resident acknowledges they have given permission for Landlord and/or its business associates to contact Resident using said cell phone number and/or email address. This also pertains to any/all Cosignors, guarantors or occupants over the age of 18.

1.42 BINDING EFFECT

This Lease shall be binding upon and inure to the benefit of Landlord and Resident and their respective successors and assigns. This Lease shall be construed under Colorado law. Section headings are inserted only for convenient reference and do not limit, define, or prescribe

the scope of this Lease, or any attachment to this Lease. By executing below, each Resident represents that he or she is of legal age and has the required capacity to enter into this binding Lease. Landlord shall not be legally bound by this Lease, until Landlord has delivered an executed copy to Resident. However, Resident's execution shall constitute an offer to lease the Premises pursuant to the terms of this Lease, which offer shall remain irrevocable for a period of seven (7) days after the date of execution by Resident.

1.43 ADDITIONAL PROVISIONS

The following provisions are added to the lease agreement:

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

X AJR
Alan J. Runion

2. Asbestos Disclosure

2.1 ADDENDUM

In most dwellings that were built prior to 1981 and in some built after that, asbestos was commonly used as a construction material. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws that limit asbestos in certain construction materials.

The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

As the Landlord for your Premises, we strive to provide you with a comfortable, safe and healthy environment. While we are aware of no conditions which would be harmful, we wish to caution you about disturbing any part of the building in which your Premises is located. Therefore, in keeping with the terms of your Lease Agreement, you should not install fixtures, hooks or other hanging objects from the ceiling, walls or floors of your Premises and should not drill, sand, grind, paint or break into any walls, floors or ceilings. Disturbing these types of materials may create various dusts and debris that could be inhaled with serious health consequences. If there is anything relating to your Premises, which you feel might require any modification or change in the walls, ceilings, or floors, please notify the Landlord so work may be performed by properly trained personnel. In addition, if you become aware of any disturbances of any such building materials, please notify us immediately so we can take proper measures.

Resident(s) have read and understand the Asbestos Disclosure information provided above. Resident agrees to comply with the above instructions concerning the Premises. Specifically, Resident agrees not to install fixtures, hooks or other hanging objects from the ceiling, and not to drill, sand, grind, paint or otherwise disturb or break into any walls, floors or ceilings. RESIDENT AGREES THAT THE DISCLOSURE CONTAINED IN THIS ADDENDUM WAS PROVIDED TO RESIDENT, AND RESIDENT ACKNOWLEDGES THAT RESIDENT(S) RECEIVED THIS DISCLOSURE PRIOR TO RESIDENT BEING OBLIGATED TO SIGN THE LEASE OR THIS ADDENDUM.

This form has not been approved by the Colorado Real Estate Commission. It was revised by **BRC REAL ESTATE CORPORATION's** legal counsel Tschetter Sulzer, PC.

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

X Alan James Runion

Lessee

IP Address: 172.58.84.242
07/07/2022 10:44am MDT

3. Base Charges List

3.1 LIST

The following Base Charge List represents a general minimum of charges which may be assessed for cleaning/repair/replacement based on the condition of the apartment at move-out.

PAINTING

- Miscellaneous Painting: \$125-130

CARPET/VINYL/COUNTERTOP

- Carpet Cleaning: \$50-125
- Carpet Replacement: ACTUAL COST
- Stains/Burns/Tears: ACTUAL COST
- Deodorize Carpet: ACTUAL COST
- Vinyl Replacement: ACTUAL COST
- Countertop Repair: ACTUAL COST

CLEANING

- Range/Oven: \$15-30
- Drip Pans: \$5-20
- Stovetop/Burners: \$15
- Range Hood/Microwave: \$25
- Refrigerator: \$15
- Sink: \$10
- Dishwasher: \$15
- Cabinets: \$15
- Walls: \$30-60 per hour
- Floor: \$20
- Toilet: \$15
- Tub/Tile Surround: \$15-30
- Window Sill/Track: \$3 EA
- Mirror: \$5 EA
- Vacuum: \$10 per room
- Patio/Balcony/Storage: \$10 per area
- Ceiling Fans: \$5 EA
- Blinds: \$25 EA

WALLS

- Damage (per square foot): ACTUAL COST
- Wallpaper Removal: ACTUAL COST

REPLACEMENT

- Appliances: ACTUAL COST
- Drip Pans/Rings: \$5-35 EA
- Refrigerator Shelves: ACTUAL COST
- Crisper Drawers: ACTUAL COST
- Towel Rack: ACTUAL COST
- Toilet Paper Holder: ACTUAL COST
- Shower Rod: ACTUAL COST
- Tub Surround: \$200-350
- Toilet Seat: \$5-30
- Light Globes: \$10-50 EA
- Light Bulbs: \$5-60 EA
- Light Fixtures: ACTUAL COST
- Mini Blinds: \$40 EA
- Vertical Blinds: ACTUAL COST

- Closet Rods: ACTUAL COST
- Ceiling Fan: \$130
- Sliding Door Track: \$200-400 EA
- Mirrored Closet Door: \$200-800 EA
- Window Screen: \$40-65 EA
- Window: ACTUAL COST
- Door Knobs: ACTUAL COST
- Door Locks: ACTUAL COST
- Interior Door: \$125-175
- Exterior Door: \$200-300
- Smoke Alarm: ACTUAL COST
- Carbon Monoxide Alarm: ACTUAL COST
- Combo (Smoke/CO2) Alarm: ACTUAL COST
- Cabinet Doors: \$30

MISCELLANEOUS CHARGES

- Keys NOT Returned: \$25-95
- Abandoned Goods Removal: \ACTUAL COST
- Abandoned Goods Storage: ACTUAL COST
- Trash Removal: \$30-60 per hour
- Pest Control: \$ACTUAL COST
- Window Screen Repair: \$40-65 EA
- Excessive Maintenance: \$40-65 per hour
- Kitchen Counter: ACTUAL COST
- Bathroom Counter: ACTUAL COST
- Storm Door: ACTUAL COST
- Intercom Repair/Replace: ACTUAL COST
- Move out and Security Deposit Disposition Fee: \$50.00

Actual charges are contingent upon damages and may therefore be greater due to repairs or damages not listed, increased replacement cost, increased labor and/or material etc. There will be no charge for normal wear and tear, which will be taken into consideration in fixing actual charges. Dirt is not considered normal wear and tear. This is not an all-inclusive list. You can be charged for cleaning, repairing and replacing items that are not listed.

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

X Alan James Runion

Lessee

IP Address: 172.58.84.242
07/07/2022 10:44am MDT

4. Brokerage Disclosure

4.1 BROKERAGE DISCLOSURE TO TENANT

DEFINITIONS OF WORKING RELATIONSHIPS

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

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

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

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

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

4.2 RELATIONSHIP BETWEEN BROKER AND TENANT

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

12th Lane Townhomes

10735-10755 West 12th Lane
Lakewood, CO 80215

or real estate which substantially meets the following requirements:

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

☐ **One-Person Firm**

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

CHECK ONE BOX ONLY:

☒ **Customer:** The broker is the landlord's agent and the Tenant is a customer. Broker is NOT the agent of the 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 the 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.

4.3 BROKER ACKNOWLEDGEMENT:

On 07/05/2022, Broker provided Alan J. Runion with this document via Appfolio electronic records and retained a copy for the Broker's records.

BROKERAGE FIRM NAME: BRC REAL ESTATE CORPORATION

BROKER: MICHAEL BRIGHT

The printed portions of this form, except differentiated additions, have been approved but the Colorado Real Estate Commission. (BDT20-5-09) (Mandatory 7-09)

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

X *Alan James Runion*

Lessee

IP Address: 172.58.84.242
07/07/2022 10:44am MDT

BRC Real Estate Corporation

8000 W. 14th Avenue • Lakewood, CO 80214
(303) 495-2212



5. Countertop/Bathtub Care

5.1 POLICY

Countertop Care Instructions:

1. DO NOT USE scouring pads or powders or any product that contains Bleach. Suggestions for cleaning would be X-14, Dishwashing Liquid or straight vinegar on a sponge, or any non-abrasive cleaner.
2. Keep all acid bearing compounds away from countertop (dyes, perfumes, cosmetics, etc.), which may stain or mar the finish.

Porcelain White Bathtub Care Instructions:

1. DO NOT USE A RUBBER BATHMAT; most mats contain acids that will produce a reaction with the finish when subjected to hot water. Do not allow any kind of mat to drip dry by lying over side of tub. Use a NON-RUBBER slip proof mat.
2. All leaky faucets must be repaired to protect the finish against the eroding action of dripping water.
3. Keep all acid bearing compounds which may stain or mar the finish away from tub (Drain openers, tile grout cleaners, dyes, perfumes, cosmetics, etc.). Never let soap or shampoo bottles stand on bathtub surface for long periods of time.
4. Do not drop sharp or heavy items on the tub finish.
5. DO NOT USE an abrasive cleanser. DO NOT USE scouring powders, Ajax, Comet, etc... DO NOT USE bleach or any product that contains bleach. Clean with a mild liquid cleanser such as X-14, Formula 409, Fantastic. For best results spray the surface and let it penetrate for 3-5 minutes before wiping. Dishwashing Liquid will help clean body oils & straight vinegar on a damp sponge will clean soap scum. Do not use a bristle brush; use a washcloth for cleaning.

I acknowledge receipt of these instructions for care of countertops and refinished bathtubs. I understand that I am required to read and follow the care instructions provided to me. I understand I am responsible for any damage caused by my negligence.

This form has not been approved by the Colorado Real Estate Commission. It was revised by **BRC REAL ESTATE CORPORATION's** legal counsel Tschetter Sulzer, PC.

IN WITNESS WHEREOF, Landlord and Resident have executed this Lease as of the date set forth below.

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

X Alan James Runion

Lessee

IP Address: 172.58.84.242
07/07/2022 10:45am MDT

BRC Real Estate Corporation

8000 W. 14th Avenue • Lakewood, CO 80214
(303) 495-2212



6. Disclosure Notice

6.1 DISCLOSURE

We recognize our responsibility to keep information about you secure and confidential and doing so is a top priority for us. In the event we are requested to disclose non-public personal information about you, we will only do so in the following specific situations:

- With the consent of the consumer/resident, or previous resident
- To consumer reporting agencies according to the Fair Credit Reporting Act, or from a consumer report reported by a consumer reporting agency
- To protect the confidentiality or security of records pertaining to the consumer, service, product, or transaction
- To comply with Federal, State, or Local laws, rules or other applicable legal requirements

Please be advised that pursuant to our company policy, we are not authorized to provide any non-public personal information about a current or previous resident verbally (i.e. on the phone). We will only respond to written requests for information and all such requests must be accompanied by a signed authorization form executed by the current or previous resident. If available, all information requested will be provided in written form from the property to the requested party.

This policy is strictly enforced to protect your privacy. If you have any questions regarding this matter, please feel free to contact the corporate office.

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

X Alan James Runion

Lessee

IP Address: 172.58.84.242
07/07/2022 10:45am MDT

7. Drug-Free/ Crime-Free Addendum

7.1 ADDENDUM

Resident, any member of the Resident's household, any guest of Resident, or any other person under Resident's control or about the Premises with Resident's knowledge or consent (collectively "persons") shall not engage or facilitate any criminal activity, including but not limited to, any violent criminal activity or any drug-related criminal activity (collectively "criminal activity" or "substantial violation" interchangeably). The Resident or any other persons shall not permit the Premises to be used for or to facilitate criminal activity. Resident agrees and acknowledges that Resident 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 Resident'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. Resident agrees that Resident's affirmative duty extends to being responsible for the conduct and actions of all persons regardless of any culpability or knowledge on Resident's part, that Resident's affirmative duty extends to making all persons aware of Resident's obligations, covenants, and duties under this Addendum, and that Resident's duties extend to all conduct whether or not such conduct occurs in Resident's unit. Resident may not assert as a defense in any eviction action against Resident based on violation of this Addendum that Resident did not know any person, occupant or guest was in violation of this Addendum.

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 this Addendum or at law, drug-related criminal activity means the manufacture, sale, distribution, use or possession of a controlled substance, as defined by federal law, or defined by any other law, and also includes the manufacture, sale, distribution, 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. Resident 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 a substantial violation under this Addendum or at law.

One or more violations of this Addendum by Resident constitutes a substantial violation of the Lease and material non-compliance with the Lease. Because Resident and Landlord agree that a violation of this Addendum constitutes a substantial violation, Resident waives any and all legal rights of any kind whatsoever to claim or insist that Landlord must first serve Resident with a demand for compliance or possession in order to initiate an eviction action against Resident for recovery of the Premises. Upon any violation of this Addendum by Resident, Landlord may terminate Resident's right to occupancy without terminating the lease or Resident's obligation to pay rent as set forth in the Lease at Landlord's election. Landlord's termination of Resident's right to occupancy shall be effective with right of eviction upon three days' notice to quit. Unless required by law, Landlord shall not be required to serve any other notices upon Resident in order to terminate Resident's right of possession. 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 provisions of the Lease and this Lease Addendum, the provisions of this Lease Addendum shall govern. This Lease Addendum is incorporated into the Lease executed or renewed between the Landlord and the Resident.

This form has not been approved by the Colorado Real Estate Commission. It was revised by **BRC REAL ESTATE CORPORATION's** legal counsel Tschetter Sulzer, PC.

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

X *Alan James Runion*

Lessee

IP Address: 172.58.84.242
07/07/2022 10:45am MDT

8. Garage, Carport, Parking Spot, Storage Addendum

8.1 ADDENDUM

This is an Addendum to the Rental Agreement dated 07/09/2022 (the "Lease"), by and between BRC Real Estate Corporation, Agent (hereinafter "Agent") for the owner of the property and Alan J. Runion (hereinafter "Resident"), for the premises known as 12th Lane Townhomes (hereinafter "Community"),

10735-10755 West 12th Lane
Lakewood, CO 80215
, County of Jefferson County, State of Colorado (hereinafter "Premises").

Resident leases and is entitled to exclusive possession of: (Check as applicable)

- ☐ Garage; attached or not attached to the dwelling N/A
- ☐ Garage; for storage purposes N/A
- ☐ Parking Space/Carport; N/A
- ☐ Storage Unit; N/A

Rent. In addition to any other rent listed in Lease Agreement, Resident agrees to pay monthly rent for any item previously marked. Price is as set forth below:

| | |
|-----------------------|--------|
| Garage | \$ N/A |
| Carport/Parking Space | \$ N/A |
| Storage Unit | \$ N/A |
| Total: | \$ N/A |

1. All terms and conditions of the Lease apply to garages, carports, parking spaces, and storage units. This includes storage units, lockers, or spaces (collectively "Area", "Areas", or "covered Area(s)"), unless modified or changed in this addendum.
2. Unless a Garage is specifically designated for Storage (Marked in Paragraph 1), Garage may only be used for storage only to the extent that a motor vehicle can still be parked in the Garage. Resident shall only store personal property in any Area in compliance with this addendum and the Lease. Resident may not grow plants or have live plants, cook, barbecue, sleep, or live in covered areas. Only Resident and authorized occupants may use covered Areas.
3. Resident shall use covered Areas for the general purpose for which they are intended. Resident may not store any prohibited items or property in covered Areas. Agent has sole and absolute discretion in determining what items or property are prohibited. Without limiting Agent's discretion to determine prohibited items, these items specifically include any item or property that poses an environmental hazard or a risk to the safety or health of other Residents, occupants or neighbors, or that violate any law. Fuel (other than in a properly capped fuel tank of a vehicle), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard are prohibited. Agent may remove any dangerous or prohibited item, without prior notice, from any covered Area. Due to Carbon Monoxide risks, Resident may not run a motor of any vehicle inside the garage unless the garage door is open to allow fumes to escape.
4. Agent has not installed and will not provide any safety related detectors in any covered Area (Smoke, Fire, or Carbon Monoxide detectors, etc.) unless required by law. Resident is responsible for shutting all locked doors or locking all locks used in or on covered Areas. Resident agrees to lock any door between a garage and the Premises, and all other doors and keyed deadbolt locks in covered Areas if Resident has a key.
5. Agent is not responsible for loss or damage to Resident's property in any covered Area. Resident agrees to maintain appropriate insurance coverage for any vehicle parked or stored, or for any other belongings in, on, or stored in any covered area. Agent is not responsible for pest control in covered Areas, unless required by law.
6. Agent may periodically open or enter covered Areas to ensure Resident's compliance with this Addendum. If Agent opens or enters covered Area, Agent will comply with the notice provisions set forth in the Lease.
7. Except when Resident's individual lock on a storage unit, locker, or space is allowed per Community policy, Resident shall not, without Agent's prior written consent, change, rekey, or add any lock to any garage or storage unit. Resident shall not make any change, alteration, or improvement to the interior or exterior of any covered Area including, but not limited to, the modification of the electrical system or other mechanical system serving any covered Area, or installing nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Resident is liable for, and shall pay for, any damage to any covered Area.
8. If Resident vacates or surrenders possession of the Premises at any time for any reason without fully removing all property from any

covered Area, Resident agrees that any property remaining in any covered Area shall be abandoned. Resident agrees that all Lease provisions covering or applicable to abandoned property apply to any areas covered by this Addendum, and that Agent may remove or dispose of such property in accordance with any provision regarding abandoned property in the Lease. Agent shall be entitled to exercise all remedies in the Lease if Resident defaults on this Addendum, and all such remedies apply to all Areas covered by this Addendum.

THIS IS NOT A REAL ESTATE COMMISSION APPROVED FORM IT WAS REVISED BY BRC'S ATTORNEY'S TSCHETTER HAMRICK SULZER, PC.

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

X Alan James Runion

Lessee

IP Address: 172.58.84.242
07/07/2022 10:45am MDT

BRC Real Estate Corporation

8000 W. 14th Avenue • Lakewood, CO 80214
(303) 495-2212



9. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

9.1 ADDENDUM TO LEASE

This is an Addendum to the Lease dated 07/09/2022 (the "Lease Date"), by and between BRC Real Estate Corporation (Landlord) and (Residents) Alan J. Runion (collectively hereinafter "Resident"), for the premises known as 10735-10755 West 12th Lane - 735- 6 Lakewood, CO 80215 ("Premises").

9.2 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, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

9.3 LESSOR'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards (*check only one box*)

☒ Lessor (Landlord) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing

☐ Lessor (Landlord) knows that lead-based paint and/or lead-based paint hazards are present in the housing (*explain*)

Records and reports available to Lessor (*check only one box*)

☒ Lessor (Landlord) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

☐ Lessor (Landlord) has reports or records indicating the presence of some lead-based paint and/or lead-based paint hazards in the housing, and has provided the lessees (residents) with all such records and reports that are available to lessor (*list documents*)

9.4 LESSEE'S (RESIDENT'S) ACKNOWLEDGMENT

☒ Lessee/Resident has received copies of all information listed above.

☒ Lessee/Resident has received the pamphlet Protect Your Family From Lead In Your Home.

9.5 AGENT'S ACKNOWLEDGMENT

If another person or entity is involved in leasing the dwelling as an agent of the lessor (i.e., as a management company, real estate agent or locator service acting for the owner), such agent represents that: (1) agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d); and (2) agent is aware of agent's responsibility to ensure that lessor complies with such disclosure laws. Such compliance may be through lessor himself or herself, or through lessor's employees, officers or agents. Lessor's obligations include those in 24 CFR Sections 35.88 and 35.92 and 40 CFR Sections 745.107 and 745.113. Agent's obligations include those in 24 CFR Section 35.94 and 40 CFR Section 745.115.

9.6 CERTIFICATION OF ACCURACY

Lessor and any agent named below certify that to the best of their knowledge the above information and statements made or provided by them, respectively, are true and accurate. The person who signs for the LESSOR may be (1) the owner himself or herself; (2) an employee, officer or partner of the owner; or (3) a representative of the owner's management company, real estate agent or locator service, if such person is authorized to sign for the lessor. The person who signs for the Landlord may be: (1) the Landlord himself or herself; or (2) an employee, officer or partner of the agent if such person is authorized to sign for the Landlord. **The lessees (residents) signing below acknowledge that they have received a copy of this lease addendum before becoming obligated to sign the Lease or this Addendum.**

THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY TSCHETTER HAMRICK SULZER P.C. Last Revised 02/04/16.

By signing below, you acknowledge and agree to the terms in Section 9.

X *Alan James Runion*

Lessee

IP Address: 172.58.84.242

07/07/2022 10:45am MDT

10. Mold Addendum

10.1 ADDENDUM

It is the goal of 12th Lane Townhomes to provide a quality living environment for its Residents. To help achieve this goal it is important we work together to minimize any mold growth in your Premises. That is why this Addendum contains important information for you, as well as responsibilities for both you and us.

ABOUT MOLD

Mold is found virtually everywhere in our environment – both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms, which reproduce by spores and have existed practically from the beginning of time. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. When excess moisture is present inside a Premises, mold can grow. There is conflicting scientific evidence as to what contributes a sufficient accumulation of mold that could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

Preventing Mold Begins with You

In order to minimize the potential for mold growth in your Premises, you must do the following:

- Keep your Premises clean – particularly the kitchen, the bathroom(s), carpets and floors. Regularly vacuuming, mopping, and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold.
- Immediately throw away moldy food.
- Remove visible moisture accumulating on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines, especially if the leak is large enough for water to infiltrate nearby walls. When showering, be sure to keep the shower curtain inside the tub and fully close the shower doors.
- Resident shall not grow marijuana.

In Order to Avoid Mold Growth

It is important to prevent excess moisture buildup in your Premises. Failure to pay prompt attention to leaks and moisture that might accumulate on Premises surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, refrigerators, A/C drip pans or clogged A/C condensation lines; and
- Leaks from plumbing lines or fixtures, washing machine hose leaks, leaks into walls from bad or missing grouting / caulking around showers, tubs or sinks.

If Small Areas Of Mold Have Already Occurred On Non-Porous Surfaces (such as ceramic tile, *Formica*, vinyl flooring, metal, wood or plastic), the Federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on type household biocide, such as *Lysol Disinfectant*, *Pine-Sol Disinfectant*, *Tilex Mildew Remover*, or *Clorox Cleanup*. Please note, only a few of the common household cleaners will actually kill mold. *Tilex* and *Clorox* contain bleach, which can discolor or stain. **Be sure to follow the instructions on the container. Do not clean or apply household biocides to (1) visible mold on porous surfaces, such as sheet rock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces.** Instead, notify us in writing, and we will take appropriate action.

Resident Obligations Regarding Mold

Resident shall provide appropriate climate control within the Premises, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Resident agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Resident agrees to periodically inspect all sinks, bathtubs, toilets, shower enclosures, refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, air conditioners, and the connections, discharge lines and the areas surrounding each, to ascertain whether there are any water leaks or signs of water leaks. Resident agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Premises.

Resident also agrees to immediately report to the Landlord: (1) any evidence of a water leak or excessive moisture in the Premises, as well

as any storage room, garage, or other common area; (2) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation, or air conditioning system in the Premises; and (4) any inoperable doors and windows.

Landlord's Obligations Regarding Mold

Upon written notification from Resident regarding signs of water leaks, water infiltration, or mold, or any failure or malfunction in the heating, ventilation, or air conditioning system in the Premises, Landlord shall, within a reasonable time frame, make necessary repairs to the Premises in accordance with state law and the Lease, provided such damage was not caused by the misuse or neglect of Resident, or any occupants or guests of Resident.

Remedies

A breach of this Mold Prevention Addendum by Resident shall be a material violation of the Lease, allowing Landlord to recover possession of the Premises, following 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 Prevention Addendum by Landlord, Resident's sole and exclusive remedy shall be to immediately vacate the Premises and Resident's obligations to continue to pay rent shall terminate on the date Resident delivers possession of the Premises to Landlord. Landlord shall in no event 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 Release

Resident hereby indemnifies and shall hold Landlord harmless from any and all claims or causes of action, arising (in whole or in part) from Resident's breach of the obligations contained in this Mold Prevention Addendum. Resident hereby releases Landlord 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 Prevention Addendum by Landlord, and further releases Landlord 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.

This form has not been approved by the Colorado Real Estate Commission. It was revised by **BRC REAL ESTATE CORPORATION's** legal counsel Tschetter Sulzer, PC.

IN WITNESS WHEREOF, Landlord and Resident have executed this Lease as of the date set forth below.

By signing below, you acknowledge and agree to the terms in Section 10.

X Alan James Runion

Lessee

IP Address: 172.58.84.242
07/07/2022 10:45am MDT

11. Pest Control

11.1 PEST CONTROL

This is an Addendum to the Rental Agreement dated 07/05/2022 (the "Lease"), by and between BRC Real Estate Corporation, Agent (hereinafter "Agent") for the owner of the property and Alan J. Runion (collectively hereinafter "Resident"), for the premises known as 12th Lane Townhomes (community), 10735-10755 West 12th Lane Lakewood, CO 80215, County of Jefferson, State of Colorado ("Premises").

Resident and Agent agree as follows:

1. If Resident fails to report any pest infestation and/or problems with the Premises within seven ("7") days of Move-in, it shall be an acknowledgement by the Resident that the Premises are acceptable, in good condition and pest free.
2. Resident and Agent agree that any violation of this addendum constitutes a material violation of the Lease, and Agent may terminate Resident's right to possession upon Notice to Quit, no right to cure. There is no requirement that Agent allow Resident to cure prior to serving Resident with a Notice to Quit. Proof of the violation of this addendum shall be by a preponderance of the evidence.
3. Resident agrees to cooperate fully with, and to undertake, all efforts and tasks required by Agent, and in Agent's sole discretion, or Agent's pest control company employed to eradicate pests. Resident's full cooperation includes, but is not limited to, immediately reporting pest infestation to the Agent making premises available for entry to complete pest inspection and eradication treatment(s), completing all pre-treatment activities, evacuating the premises during and after treatment for the required time frame, completing all required post-treatment activities, and immediately reporting ineffective treatment or re-infestations to the Agent in writing.
4. Resident may request reasonable extermination services at any time. All requests must be in writing. Agent will notify the Resident in advance of each pest inspection, including providing a preparation sheet. Notification is presumed received if Agent hands the notice and instructions directly to Resident, or if Agent posts the notice and instructions to Resident's Unit.
5. If Resident promptly notifies Agent and cooperates with Agent and/or Agent's pest control company, and the unit is either re-infested or the initial treatment is ineffective, Agent will promptly schedule re-inspection and re-treatment at no cost to Resident. If Resident is not fully prepared for the treatment, then Resident agrees to pay \$Actual Cost (if no amount is filled in, Resident shall be billed for the actual cost of service). If Resident fails to cooperate fully with the treatment plan, and the unit is either re-infested or the initial treatment is ineffective, then Resident agrees to pay all costs of all subsequent treatments, as well as the cost of the treatments for the spread of the infestation to additional units.
6. Agent and Agent's employees, officers, directors are not liable to Resident for any damages caused by pests, including but not limited to, replacement of furniture, medications or medical expenses. Agent, Agent's employees, officers and directors are not responsible for any damages done to Resident's unit or personal items during pest control inspections or treatment.
7. Resident acknowledges that Agent's adoption of this Addendum, and the efforts to provide a pest free environment, does not in any way change the standard of care that Agent owes Resident under the terms of the lease. Resident further acknowledges that Agent does not guaranty or warranty a pest free environment. Resident acknowledges and understands that Agent's ability to police, monitor or enforce the agreements of the Addendum is dependent, in significant part, on the Resident's voluntary compliance and cooperation.
8. Resident acknowledges that used or secondhand furniture is the primary way that bed bugs and roaches are spread. Resident agrees to not acquire, or purchase used or secondhand furniture. Resident acknowledges that sharing vacuum cleaners, etc. is another avenue that the infestation is spread. Agent strongly advises Resident to not share such items with other Residents.

THIS IS NOT A REAL ESTATE COMMISSION APPROVED FORM IT WAS REVISED BY BRC'S ATTORNEY'S TSCHETTER HAMRICK SULZER, PC.

In case of any conflict between the provisions of the Lease and this Lease Addendum, the provisions of this Lease Addendum shall govern. This Lease Addendum is incorporated into the Lease executed or renewed between the Agent and the Resident.

By signing below, you acknowledge and agree to the terms in Section 11.

X *Alan James Runion*

Lessee

IP Address: 172.58.84.242
07/07/2022 10:45am MDT

12. Pet Policy

12.1 POLICY

Statement of Values

The management of 12th Lane Townhomes (“Community”) encourages residents to value and enjoy their apartments as they would their own homes. We believe that residents should be given every opportunity to pursue their interests, consistent with the rights of their fellow residents and the property owner(s), by fostering an attitude of mutual respect and cooperation, or common interest in a safe, pleasant and well-maintained building.

In keeping with this philosophy, and after carefully considering all the interests involved, we have decided to adopt a limited pet policy that will allow residents committed to responsible pet ownership to have pets. In keeping with this decision, we have taken into account the important contributions that pets can make to the lives of people who value and appreciate animals. We have also considered the fact that there are people who wish to avoid contact with pets and other animals. This pet policy is designed to protect both pet owners and non-pet owners, and to ensure that the animals themselves receive responsible care. The policy applies to all pets kept in the building and will be strictly enforced. All residents will receive a copy of this policy.

Screening/Registration

Pet owners must complete a Pet Application and Registration Form before occupying the apartment. All pets are required to have a personal interview with the Community and/or Property Manager as part of the application process. If the pet is a dog or a cat, then a current photograph should be attached.

Pet Policy

1. Permission to keep a pet is granted at management’s sole discretion and is subject to resident’s strict adherence to all aspects of this pet policy. Any resident who wishes to keep a pet will first obtain management approval and sign a pet agreement.
2. Only domesticated household pets will be allowed. These include dogs, cats, fish, birds, guinea pigs and hamsters. PITBULLS, DOBERMAN PINSERS and ROTTWEILERS are prohibited. Dogs must be at least six months of age. No resident will be allowed to keep more than two (2) cats and/or dogs. Requests to keep more than one pet of any other species will be approved at managements discretion.
3. In making a decision on whether to approve a resident’s request to keep a dog, management will take into account the dog’s temperament and the arrangements the resident has made for training and exercising the dog.
4. Pets shall not be kept, bred or used for any commercial purposes. All pets must be spayed or neutered. All pets must receive proper veterinary care, including all appropriate inoculations; must be well-groomed; and must be given a healthy diet and exercised according to their needs. If an off-leash area has been designated by management on the property grounds, dogs may be taken off-leash in that area, provided the resident remains with the dog at all times.

Pet Playground

All pets must also be maintained in accordance with applicable state and local laws.

1. Pets must wear identification tags at all times. Cats and dogs must be licensed, if required by the city and/or county.
2. Pets must be confined to the pet owner’s apartment, must not be allowed to roam free and may not be tied or left unattended in any common area. Pets in transit are to be carried, restrained by a leash or placed in an animal carrier. Resident dog owners in transit may only take their pet in and out of the building by way of:

1. NOT APPLICABLE (N/A)

3. No pet is to be left alone in a resident’s apartment for a period longer than that which is appropriate in light of the individual pet’s needs. While this period may vary depending on the pet in question, property owner/manager and resident understand that, in general, dogs should not be left alone for more than nine (9) hours, and other pets for more than twenty-four (24) hours on a regular basis. When management has reasonable cause to believe that a pet is alone in an apartment and that pet is creating a disturbance, or any other emergency situation appears to exist with respect to that pet, management will attempt to contact the resident to remedy the situation. If management is unable to contact the resident within a reasonable period, management may enter resident’s apartment and make any necessary arrangements for the pet’s care, including removing the pet and placing it in a temporary home such as a boarding kennel. Any costs incurred will be deducted from the resident’s pet deposit. (See #14 below)
4. Persons who walk pets are responsible for *immediate* removal of waste left by their animals and discarding *securely bagged* pet wastes in the following designated areas only:
 1. Trash Dumpsters or Pet Waste disposal stations.
 2. Cat litter must be placed in tied plastic bags and may not be disposed of in toilets.

5. Pet owners are responsible for any damage to common areas caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner(s).
6. Food will not be left outside where it may attract other animals. Feeding or caring for stray animals is prohibited. Injured or stray animals should be reported to the local animal control authority for pickup.
7. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance-type behavior for the purposes of this paragraph are:
 1. Personal injury or property damage caused by unruly behavior.
 2. Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for one-half hour or more, disturbing any persons at any time day or night.
 3. Pets in common areas that are not under the complete control of a responsible human companion and on a short hand-held leash or in a pet carrier.
 4. Pets that relieve themselves on walls or floors of common areas (Indoor or Outdoor).
 5. Pets that exhibit aggressive or vicious behavior.
 6. Pets that are conspicuously unclean or parasite-infested.
8. Notwithstanding any other provision herein, shall hinder full access to the apartments and the common areas by persons with disabilities and their service or emotional support animals.
9. Residents are responsible for any visiting pets, which are subject to the same restrictions that resident pets are.
10. Residents are responsible for, and must immediately pay for, all damages or injuries caused by their pets. In addition, each resident who wishes to keep a pet must pay a pet deposit of \$N/A upon signing the pet agreement. If the costs of repairing any damages caused by the pet exceeds the amount of the Pet Deposit, management may use funds from the Resident's regular deposit to cover the excess. If management uses all, or any portion of, the pet deposit or security deposit to cover any pet related damages or expenses incurred by management during the resident's tenancy, the Resident must immediately restore the deposits to their full, original amounts. The Pet Deposit is fully refundable, if management determines that there are no damages or other expenses caused by the pet(s) upon Resident's vacating the apartment or permanently relocating the pet(s).
11. Resident must pay an additional \$45.00 per month, in addition to the rent specified in the lease, for the privilege of keeping a pet in the apartment. Resident must also pay a one-time, non-refundable fee of \$350.00

ENFORCEMENT

1. Any resident or management agent observing an infraction of any of these rules shall report the infraction to the Community or Property Manager. The Manager will verify the incident, if possible, and discuss it with the pet owner in an effort to rectify the situation voluntarily. If the complaint is not satisfied voluntarily, the complaint will be put in writing and the pet owner will be assessed fines as follows:
 1. 1st Offense: \$50
 2. 2nd Offense: \$100
 3. 3rd Offense: \$300

At managements discretion, a pet owner may be required to permanently remove the pet from the premises, if the violation involves personal injury, aggressive behavior, or continued abuse of any of the pet policies.

THIS IS NOT A REAL ESTATE COMMISSION APPROVED FORM IT WAS REVISED BY BRC'S ATTORNEY'S TSCHETTER HAMRICK SULZER, PC.

I HAVE READ AND UNDERSTAND THE ABOVE PET POLICY.

By signing below, you acknowledge and agree to the terms in Section 12.

X Alan James Runion

Lessee

IP Address: 172.58.84.242
07/07/2022 10:46am MDT

13. Renter's Insurance Addendum

13.1 ADDENDUM

RESIDENT AND AGENT AGREE AS FOLLOWS:

1. REQUIRED RENTER'S INSURANCE POLICY

Resident is required to purchase and maintain a renter's personal liability insurance policy which provide limits of liability to third parties in an amount not less than \$100,000 per occurrence through an insurance company or insurance agent authorized to issue insurance in the state of Colorado. Such insurance policies are often referred to as "Renter's Insurance" policies or "Liability-only Insurance" Policies. Most renter's insurance policies contain personal liability coverage and personal property coverage for all Resident-owned property. You are only required to have personal liability coverage; however, we highly recommend that you obtain coverage for your personal property as well. Personal property coverage protects your property in the event of theft or fire, or weather-related loss and other circumstances specified in the policy coverage. The required personal liability insurance policy must cover all Residents and occupants of the apartment. The policy must identify the Agent (BRC REAL ESTATE CORPORATION, 8000 W 14th Ave, Lakewood, CO 80214) as an "Interested Party" or "Certificate Holder" on the policy where the Agent is notified within ten (10) days in the event your insurance company or Agent cancels or non-renews your policy. Failure to list the Agent as an "Interested Party" or a "Certificate Holder", with the above listed Address, on the policy constitutes a breach of the Lease.

1. INSURANCE ELECTION

If the Resident chooses not to purchase or is unable to secure satisfactory personal liability insurance coverage, the Agent reserves the right to provide a policy that fulfills all personal liability requirements of this Addendum. As a Resident of 12th Lane Townhomes, you qualify for this coverage with no underwriting or lengthy application process. This coverage will allow you to pay the insurance coverage prices as a separate charge to your monthly rent. Total cost to the Resident shall be **\$9.50** per month. This is an amount equal to the actual premium charge to the Agent including any premium taxes or fees due to state governing bodies. Additionally, an Administration Fee in the amount of **\$3.00** to be retained by the Agent for processing and handling will be charged.

1. DEFAULT

Unless otherwise prohibited by law, any default under the terms of this addendum shall be deemed a material default of the Lease, and Agent is entitled to exercise all rights and remedies under the law. If Resident fails to obtain and maintain personal liability insurance as required by this Addendum, you will be in violation of your Lease. In such event, we may send a written notice to you demanding that you cure the violation by purchasing insurance and providing evidence of coverage to Agent. If Resident fails to supply evidence of such coverage to Agent on or before the specified date set forth in the notice, Agent reserves the right to obtain personal liability coverage on your behalf, and to charge Resident in the amount of **\$9.50**. This is an insurance program provided by an approved third-party vendor that provides \$100,000 in personal liability damage to Resident but doesn't include any personal property coverage in the event of theft, fire, or weather damage. Resident may cancel participation at any time by providing evidence of Renter's Insurance coverage that fulfills the terms of this Addendum to Agent.

1. FORCE-PLACED INSURANCE ACKNOWLEDGEMENT

Insurance that is force placed is not maintained to protect the Resident against personal injury, loss or damage to personal property, or to cover Resident liability for injury, Loss or damage that the Resident (Or Resident's guests or Occupants) may cause others. Resident acknowledges that they are responsible to others (Including Agent), for the full cost of an injury, loss or damage caused by your negligent actions, or the negligent actions of your occupants or guests, including but not limited to; damage caused by fire or smoke. Enrollment in this coverage can be terminated at any point by providing the Agent with physical proof of a separate policy that fulfills the requirements of this addendum.

1. MISCELLANEOUS

1. Except as specifically stated in this Addendum, all other terms and conditions of the Lease shall remain unchanged.
2. In the event of any conflict between the terms of this addendum and the terms of the Lease, the terms of this Addendum shall control.
3. The insurance required by the Lease is not an attempt to limit Agent liability for negligence or Resident liability for their own Negligence.
4. If Resident participate in the insurance programs through Agent's preferred provider, we or a third party may impose a monthly transaction or administrative fee that may be in addition to the insurance charges.
5. The insurance required by the Lease is not in lieu of, or in any way a component of, the security deposit required by the lease.
6. Resident understand that the personal liability insurance set forth in Paragraph 1 will only cover Resident liability for injury, loss or damage caused by the Resident (or in some cases, Resident's occupants or guests) to others and **DOES NOT INCLUDE**

COVERAGE FOR PERSONAL INJURY OR LOSS OR DAMAGE TO RESIDENT OR RESIDENT'S PERSONAL PROPERTY. THE LIABILITY INSURANCE DESCRIBED IN PARAGRAPH 1 IS LIMITED IN SCOPE AND MAY NOT FULLY PROTECT RESIDENT INTERESTS.

7. Resident must refer to actual insurance policy or certificate for a complete description of the coverage, as this Addendum only provides a general summary. If Resident has an annual renter's insurance policy and decides to switch to the insurance program offered by our preferred provider, please compare the terms of coverage between the two policies, as not all policies are the same and coverage may differ.

THIS IS NOT A REAL ESTATE COMMISSION APPROVED FORM IT WAS REVISED BY AGENT'S ATTORNEY'S TSCHETTER HAMRICK SULZER, PC.

I HAVE READ AND UNDERSTAND THE ABOVE REQUIRED RENTER'S INSURANCE ADDENDUM;

By signing below, you acknowledge and agree to the terms in Section 13.

X Alan James Runion

Lessee

IP Address: 172.58.84.242
07/07/2022 10:46am MDT

14. Satellite Dish Installation Policy

14.1 POLICY

1. These rules apply to the installation of direct broadcast satellite antennas of one meter or less in diameter, antennas of one meter or less in diameter or diagonal measurement designed to receive video programming service via multipoint distribution service, or antennas designed to receive television broadcast signals (collectively called "satellite dishes").
2. Resident is allowed to install individual satellite dishes only to the extent and in locations allowed by local, state or federal law.
3. Satellite dishes may only be installed inside the Resident's unit or on any porch, patio, deck, balcony or other area over which the Resident has exclusive use and control under the terms of his/her Lease Contract. No resident may install a satellite dish on the exterior, roof or restricted areas of any building, or in the common areas of the building or complex. No satellite dish may extend beyond balcony railings.
4. RESIDENT NEEDS TO BE AWARE THAT HIS/HER UNIT MAY NOT BE IN A PROPER LOCATION TO RECEIVE SATELLITE BROADCAST SIGNALS EVEN IF HE/SHE INSTALLS A SATELLITE DISH. PRIOR TO INSTALLATION, RESIDENT SHOULD CHECK WITH A QUALIFIED AND REPUTABLE COMPANY TO DETERMINE IF HE/SHE IS ABLE TO RECEIVE ADEQUATE SIGNALS AT HIS/HER UNIT.
5. Resident shall notify Landlord in writing prior to any installation. Such notice shall include a description of the location for the satellite dish and the installation (attachment) method.
6. No resident may drill holes in walls, doors or window frames in order to install the satellite dish or run cable from the dish to the television.
7. No installation may be performed in a manner that causes permanent damage to the Premises or the building. The satellite dish must be removed at the end of the tenancy and all damage, other than ordinary wear and tear, must be repaired or restored.
8. All installations must be performed in such a manner as not to cause legitimate safety concerns. These would include, but not be limited to, danger of falling, danger of permanent damage to the building or proximity to power lines.
9. RESIDENT IS RESPONSIBLE FOR ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY CAUSED BY HIS/HER SATELLITE DISH. RESIDENT MUST PURCHASE AND MAINTAIN LIABILITY INSURANCE FOR THE USE OF A SATELLITE DISH, WHICH INSURANCE MUST NAME LANDLORD AS AN ADDITIONAL INSURED. RESIDENT SHALL PROVIDE LANDLORD WITH PROOF OF INSURANCE UPON REQUEST.
10. All installations must be performed in complete compliance with all applicable statutes, rules and regulations. If permits are required, Resident will obtain all such permits prior to installation.
11. If Landlord has installed and made available a central satellite dish for use by all residents, then individual residents may not install their own satellite dishes.
12. These rules are meant to comply with 47 CFR § 1.4000, as may be amended from time to time. All requirements of such section are hereby incorporated herein. In no event shall Resident have more rights to install or maintain satellite dishes under this Installation Policy than are allowed under 47 CFR § 1.4000. In the event any portion of this Installation Policy is held to conflict with applicable law, those portions shall be deemed stricken and all other portions of this Installation Policy will remain in full force and effect.
13. No portion of this Satellite Dish Installation Policy may be waived by Landlord or changed verbally. Any such waiver or change will be effective only when in writing, signed by Landlord.

This form has not been approved by the Colorado Real Estate Commission. It was revised by **BRC REAL ESTATE CORPORATION's** legal counsel Tschetter Sulzer, PC.

By signing below, you acknowledge and agree to the terms in Section 14.

X *Alan James Runion*

Lessee

IP Address: 172.58.84.242

07/07/2022 10:46am MDT

BRC Real Estate Corporation

8000 W. 14th Avenue • Lakewood, CO 80214
(303) 495-2212



15. Washer/Dryer Addendum

15.1 ADDENDUM

Agent has agreed to, and does, hereby lease to the Resident a washer and dryer for the sum of \$N/A dollars per month, beginning on 07/09/2022, and expiring concurrent with the above referenced Rental Agreement.

1. Resident understands that the washer and dryer is to remain in the Premises at all times and Agent is not liable for any damage caused by washer and dryer during the use of said appliances.
2. Resident agrees to pay a Washer/Dryer fee in the amount of \$(ACTUAL COST) on the date of move out if the Resident fails to return the Washer and/or Dryer in their original condition (minus normal wear and tear).
3. Resident understands that this Washer and Dryer Addendum may be cancelled with a PRIOR 30-DAY NOTICE in Writing. If Agent does not receive any such notice, this Addendum will continue on a Month-to-Month basis and all provisions will be in effect, including the provision requiring 30 days written notification of intent to terminate the rental agreement.

WASHER SERIAL #: Move in Inspection

DRYER SERIAL #: Move In Inspection

The above Washer and Dryer are described as follows: (to include any dings, dents, scratches, stains or any other damage)

New Condition

THIS IS NOT A REAL ESTATE COMMISSION APPROVED FORM IT WAS REVISED BY BRC'S ATTORNEY'S TSCHETTER HAMRICK SULZER, PC.

I HAVE READ AND UNDERSTAND THE ABOVE ADDENDUM

By signing below, you acknowledge and agree to the terms in Section 15.

X *Alan James Runion*

Lessee


IP Address: 172.58.84.242
07/07/2022 10:46am MDT




Protect Your Family From Lead in Your Home



 United States
Environmental
Protection Agency

 United States
Consumer Product
Safety Commission

 United States
Department of Housing
and Urban Development

June 2017

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

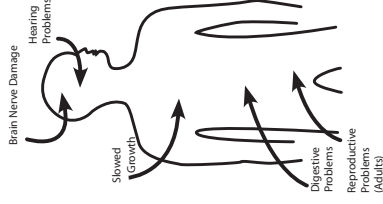
Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.



Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples



- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.



Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/safewater and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/safewater, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

**U.S. Environmental Protection Agency (EPA)
Regional Offices**

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WVWD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
June 2017

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

BRC Real Estate Corporation

8000 W. 14th Avenue • Lakewood, CO 80214
(303) 495-2212



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M-Lead_Packet.pdf

X *Alan James Runion*

Lessee

IP Address: 172.58.84.242
07/07/2022 10:46am MDT

LANDLORD MAY PROHIBIT PLACEMENT ON:



LANDLORD MAY NOT UNREASONABLY PROHIBIT PLACEMENT ON:

BALCONIES, PATIOS,
OR GARDENS TOTALLY
WITHIN THE EXCLUSIVE
USE OF THE RESIDENT



NOTE:

NO HOLES MAY BE DRILLED IN OUTSIDE WALLS, ROOF, OR WINDOWS.

NO HOLES MAY BE DRILLED IN A BALCONY RAILING.

NO PART OF THE DISH OR ANTENNA CAN EXTEND BEYOND THE BALCONY RAILING LINE.

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17

Satellite_Installation_Picture_Guide.pdf

X *Alan James Runion*

Lessee

IP Address: 172.58.84.242
07/07/2022 10:46am MDT

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(303) 495-2212



18. Sign and Accept

18.1 ACKNOWLEDGEMENT

THIS LEASE CONSTITUTES A LEGALLY BINDING CONTRACT ENFORCEABLE BY LAW AND HAS IMPORTANT LEGAL CONSEQUENCES. PARTIES TO THIS CONTRACT SHOULD CONSULT LEGAL COUNSEL BEFORE EXECUTION. EXECUTION BY THE PARTIES ACKNOWLEDGES FULL ACCEPTANCE OF ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.

This form has not been approved by the Colorado Real Estate Commission. It was reviewed and revised by **BRC REAL ESTATE CORPORATION's** legal counsel Tschetter Sulzer, PC.

IN WITNESS WHEREOF, Landlord and Resident have executed this Lease as of the date set forth below.

X Alan James Runion

Lessee

IP Address: 172.58.84.242
07/07/2022 10:46am MDT

X Michael Bright

Lessor

IP Address: 173.239.198.164
07/08/2022 04:15pm MDT