



Date of Lease Contract: May 2, 2025
(when the lease contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. **PARTIES.** This Lease Contract (sometimes referred to as the “Lease” or the “Agreement”) is between *you*, the resident(s) (*list all people signing the Lease Contract*):

Abbigail Copp, Isabella Tschuor

and *us*, the owner: The Taylor at Greenway

(*name of apartment community or title holder*). The name and address of ☒ Landlord or ☐ Landlord’s Authorized Agent is: Name: Greystar Real Estate
Address: 5445 DTC Pkwy Penthouse 1, Greenwood Village, CO 80111

If this information changes in the future, Landlord or its authorized agent will notify you by email within one business day and will post the identity of the new landlord or authorized agent in the leasing office.

You have agreed to rent Apartment No. 1-349
at 2925 Greenway Creek View #349

(*street address*) in Colorado Springs
(*city*), Colorado, 80922 (*zip code*) (the “apartment” or the “premises”) for use as a private residence only. The terms “you” and “your” refer to all residents listed above. “You” and “Your,” regardless of whether or not specifically stated in any provision, also means occupants, family members, and guests. The terms “we,” “us,” and “our” refer to the owner listed above (or any of owner’s successors’ in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

As stated in your application, your primary language is: _____

2. **OCCUPANTS.** The apartment will be occupied only by you and (*list all other occupants not signing the Lease Contract*):

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 7 consecutive days without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn’t filled in, two days per month is the limit.* Upon Owner’s request, Resident shall provide in writing the name, phone number, and a copy of photo ID, of any unauthorized occupant who has occupied the premises for more than seven days in Owner’s reasonable judgment. If we claim any person is an unauthorized occupant, you must prove to us and to any court that the unauthorized person does not live at the premises.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 27th day of June, 2025, and ends at 11:59 p.m. the 26th day of June, 2026.

Renewal. This Lease Contract will automatically renew month-to-month unless you give us at least 60 days written notice of termination or intent to move-out as required by paragraph 46 (Move-Out Notice). If the number of days isn’t filled in, at least 30 days notice is required. Pursuant to C.R.S. § 38-12-1302, if the Lease Contract term is less than twelve (12) months, Part 13 of Title 38 Article 12 Colorado Revised Statutes does not apply.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 580.00, due on or before the date this Lease Contract is signed. Regardless of the purpose of any Security Deposit, Owner may apply any deposit to any sum owed by Resident. If Owner applies any portion of the Security Deposit for any purpose while Resident is in possession of the Premises, Resident shall promptly pay Owner upon demand the amount necessary to restore the Security Deposit to the original amount. Unless prohibited by law, Resident agrees to waive their rights to any interest earned on their security deposit. Resident agrees to waive their right for Owner to use cash basis accounting for the security deposit accounting. Owner’s management company or representative, whose address appears at the end of this Lease Contract, shall initially hold your security deposit, subject to transfer upon sale or a change in management, as authorized by law. If Owner sells the community, upon Owner’s compliance with the applicable law, Resident agrees to look solely to any successor Owner, or any successor Owner’s agent, broker or manager, as the case may be, for satisfaction of all claims relating to said security deposit, and shall not look to Owner. Upon a sale or change in management, Resident specifically consents to and authorizes the transfer of their security deposit to a successor Owner or management company.

5. **KEYS.** You will be provided 0 apartment key(s), 2 mailbox key(s), 2 FOB(s), and/or 0 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 1930.00 per month for rent, payable in advance and without demand:

- ☒ at the on-site manager’s office, or
- ☒ at our online payment site, or
- ☒ at www.taylorgreenway.com

or at any such other place we may designate in writing.

- Rent is due (*Check One*):
- ☒ on or before the 1st day of the month.
 - ☐ on or before the 8th day of the month prior to the month for which rent is due.
 - ☐ on or before the last day of the month prior to the month for which rent is due.

(*If no box is checked rent is due on or before the 1st day of the month*).

You must pay your rent on or before the due date with no grace period, and we can statutorily demand you pay your rent on the day it is due or any time after. Cash is unacceptable without our prior written permission. If we have a dropbox, lockbox, or any other unattended rent drop (collectively “dropbox”) for rent payments, the dropbox is for your convenience only. You agree that any payment placed into a rent dropbox is not delivered to us unless your payment is in the dropbox when opened by us. Until any payment put in the dropbox is delivered to us, you bear the risk of loss, including by theft, of any payments, put in the dropbox. In the event you deliver a payment(s) to us, and said payment(s) is stolen from us, regardless of fault, you agree to promptly cooperate with us in tracing or replacing the stolen funds. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier’s check, money order, electronic payment, or one monthly check rather than multiple checks. At our discretion, we may convert any and

all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted if the payment/ACH is rejected, does not clear, or is stopped for any reason. Rent is late if not paid by 11:59 p.m. on the day it is due. If you don't pay all rent and other amounts due within seven (7) calendar days of it being late, you'll pay a late charge. Your late charge will be (*check one*): ☐ a flat rate of \$ 5.00 or ☒ 5 % (not to exceed 5%) of the past due rent payment. If no amounts are filled in, the late charge will be \$50 or 5% of the past due rent payment, whichever is greater. Imposition of a late charge is not a grace period or a waiver of our right to demand rent on its due date, but an incentive for you to pay on time. If you pay late, you agree to pay the rent due plus all applicable late charges incurred through the date of payment regardless of whether we made a written demand for the rent. You'll also pay a charge of \$20 or actual charges, whichever is higher, for each returned check or rejected electronic payment, plus a late charge. If you are delinquent paying any monetary amount, including paying us your initial move-in charges and deposit(s), you will be in material violation of the Lease Contract and, all remedies under this Lease Contract and at law will be authorized, including eviction. You will also owe us all sheriff's fees if you are evicted and we incur sheriff's fees. You agree that any payment you make to us via an ACH, debit or credit card transaction is for your convenience, and you agree to pay the stated fee imposed by the online payment site for each ACH, debit or credit card transaction for this convenience.

Statutory Right to Cure. Pursuant to Colorado law, you have the right to pay all amounts due prior to a court entering a judgment for possession if you are being evicted for non-payment of rent. If you exercise your statutory right to pay, we only have to accept your payment if you fully pay all amounts due according to the eviction notice, as well as any rent that remains due under this Agreement. If you exercise your right to pay, you agree to pay as follows:

Prorated Rent and Other Charges. If this Lease Contract commences on a date other than the FIRST day of the month, the Rent and any other charges for the partial month shall be due upon execution of the Lease Contract. Notwithstanding any preliminary calculations to the contrary. Prorated rent of \$ 257.33 is due for the period of June 27, 2025 to June 30, 2025.

7. UTILITIES. We'll pay for the following items, if checked:

☐ water☐ gas☐ electricity☐ master antenna☐ wastewater☐ trash☐ cable TV☒ other None

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See Additional Special Provisions

See any additional special provisions.

11. EARLY MOVE-OUT. (*Check only (1) one box*).

- ☐ BOX 1: FUTURE RENT:

If this box is checked, you'll be liable to us for actual costs and losses we incur if you:

(1) fail to give written move-out notice as required in paragraph 46 (Move-Out Notice); or

(2) move out without paying rent in full for the entire Lease Contract term or renewal period; or

(3) move out at our demand because of your default; or

(4) are judicially evicted.

Costs and losses include, but are not limited to, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, locator-service fees, future or past-due rent; repayment of concessions or discounts; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the Lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, mold, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

We ☐ require ☐ do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

Additionally, you are (*check one*) ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions may be a 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.

9. LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance. Otherwise, you must pay immediately after the work is completed.

☒ BOX 2: LIQUIDATED DAMAGES:

If this box is checked, it replaces paragraph 11 Box 1 (Future Rent) in its entirety and you'll be liable to us for liquidated damages in the amount set forth below if you move out without paying rent in full for the entire Lease Contract term or renewal period under any circumstances, including but not limited to if you default and we either request you move out or you are evicted.

You agree to pay us for liquidated damages in the amount of \$ 2895.00 (if no dollar amount is filled in, the liquidated damages amount is equivalent to one month's rent) as well as pay, repay, or refund any concessions and move in discounts in the total amount set forth in the Lease Contract or Lease Addendum for Rent Concession or Other Rent Discount. You agree that the liquidated damages is an amount agreed to by you in consideration of, among other things, our waiver to seek from you future rent for the entire amount of any uncompleted rental term, plus re-letting related fees, costs, and expenses. For the reasons stated and because the re-renting of the premises after you break this Lease Contract cannot be determined with any certainty, you agree that the liquidated damages amount represents a fair amount and method to allocate the numerous risks and liabilities regarding future rent and re-letting damages. You agree the liquidated damages amount only relieves you from liability for the future payment of monthly Rent and re-letting related costs and expenses, and will not under any circumstances release you for any liability to us under this Lease Contract for any other charges or amounts due under the Lease Contract, including but not limited to unpaid utilities, cleaning charges, or any physical damages to the premises, and you will at

all times remain liable for said amounts or any other breaches of the Lease Contract. We will retain all remedies for your breaches and other non-compliance with the Lease Contract. You will not be released from liability on this Lease Contract for any reason whatsoever unless specifically released by us in writing.

If neither BOX 1 nor BOX 2 above is checked, BOX 1 FUTURE RENT shall apply in the event of your early move out.

12. REIMBURSEMENT. Upon demand you must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community incurred by us due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Regardless of whether specifically stated in any applicable provision of this Lease Contract, you are always liable to us for any damage caused by you, and any occupant, child, family, member, guest, invitee, licensee, or any other person that comes on the community because of you. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from you or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. PROPERTY LEFT IN APARTMENT.

Removal After Surrender, Abandonment, or Eviction. We or law officers may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 51 (Deposit Return, Surrender and Abandonment)).

Storage. We may store, but have no duty to store, property removed after judicial eviction, surrender, or abandonment of the apartment. You must pay reasonable charges for our packing, removing, storing, and selling any property. We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe.

Redemption. If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, early move-out charges, storage, damages, etc. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

Disposition or Sale. Except for animals and property removed after the death of a sole resident, if you abandon the premises or vacate the premises upon the expiration or termination of the Lease Contract or for any reason while leaving personal property within the premises, including any parking spaces, garages, or storage units, you intentionally, specifically and irrevocably waive all title and interest you have in such property and grant us full authority to immediately dispose of the property without notice, court order, accountability, or liability. You agree to indemnify us, our employees and representatives against any claim or cost for any damages or expenses with regard to the removal, disposal or storage of any property, including attorneys' fees and costs regardless of who makes a claim against us or any other indemnified party in connection with our removal of any property. We may throw away or give to a charitable organization all items of personal property that are: (1) left in the apartment after surrender or abandonment; or (2) left outside more than 1 hour, or any period legally required, after a writ of restitution is executed, following a judicial eviction. Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies. Property not thrown away or given to charity may be disposed of as permitted by law.

14. FAILING TO PAY MOVE-IN CHARGES. If you don't pay the first month's rent, all or any other sums due and owing when or before the Lease Contract begins, all remedies pursuant to this Lease Contract and at law will apply. We also may end your right of occupancy and recover damages, early move-out charges, attorney's fees, court costs, and other lawful charges. Our rights and remedies under paragraphs 11 (Early Move-Out) and 34 (Default by Resident) apply to acceleration under this paragraph.

15. 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 special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you 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 changes. Unless you give us required written move-out notice under paragraph 3 (Lease Term) and paragraph 47 (Move-Out Procedures), the new modified Lease Contract will begin on the date stated in the notice without necessity of your signature. If you are on month-to-month status under paragraph 3 (Lease Term), we can raise your rent or change Lease terms in accordance with this paragraph and with the law.

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Your termination notice must be in writing. After termination, you are entitled only to a refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment, or if we have offered you substitute premises of comparable location and quality at no additional cost to you.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of the date on the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days of the date on the notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. AD VALOREM TAXES/FEES AND CHARGES. Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

18. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

19. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are part of this Lease Contract. Your violation or breach of our rules is a default for which we may exercise any remedy. We may make reasonable changes to written rules, effective upon distribution to all applicable units without prior notice to you, if they do not change dollar amounts on page 1 of this Lease Contract. We may change rules without prior notice to you and regardless of whether you acknowledge receiving or consenting to any change to any rule at any time.

20. LIMITATIONS ON CONDUCT. You will use the premises as your principal residence, solely as a private residential household, not for any unlawful purposes, and or for any other purpose whatsoever. You, your occupants, and guests will show due consideration for others by not permitting, committing, or suffering any conduct, disorderly or otherwise, noise, vibration, odor, or other nuisance whatsoever having a tendency to annoy or disturb others and to use no machinery, device, or any other apparatus which would damage the premises or annoy others; and interfering with, disturbing, or threatening the rights, comfort, health, safety, convenience, quiet enjoyment, management, and use of the community by us, other residents and occupants and any of their guests, agents, invitees, or the general public. You, and any occupants, and guests may not disrupt or interfere with our business operations, or communicate with us in a rude, hostile, or unreasonable manner, including times, manner and amount of communications, or injure our reputation by making bad faith allegations against us to others. We are the sole judge of acceptable conduct.

The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles and compliance with all laws. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, 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 all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use and appearance of patios, balconies, windows, and porches; (2) the conduct of movers and delivery persons; and (3) recreational activities in common areas. You’ll be liable to us for damage caused by you or any guests or occupants.

We may limit or prohibit your right to photograph or video the common areas or others. We may limit you to communicating with us only in writing if you communicate with us in a rude, hostile, or unreasonable manner. We may exclude from your apartment or the apartment community, guests or others who, in our reasonable judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may deny any person access to the premises, including by changing the locks, if any court or legal order restrains or bars said person from the premises. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

21. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, shall not engage in, commit, or permit criminal or unlawful activities whether or not such unlawful activities occur in, near, off, or about the premises, including but not limited to the manufacturing, delivering, possessing with intent to

deliver, or otherwise possessing a controlled substance (as defined by any law), or drug paraphernalia; engaging in or threatening violence, possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying a knife in the common area, displaying a firearm or possessing a loaded firearm in the common area, excluding law enforcement personnel; displaying or possessing any other weapon in the common area; storing anything in closets having gas appliances, tampering with utilities or telecommunications; or bringing hazardous materials into the apartment community. You and your occupants shall not register the address of the premises or any part of the apartment community on any list of registered sex offenders or similar list or compilation. You agree that any act set forth in this paragraph constitutes a material breach of this Lease. Upon any violation of the paragraph by you, we may terminate your right to occupancy upon three days’ notice to quit.

22. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute or booted. Towing may occur without notice if permitted by state law. We may relocate any vehicle as necessary to complete repairs in the Community. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no license plate or no registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated “no parking” area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space; or
- (14) is not displaying a parking permit, if required by landlord.

23. RELEASE OF RESIDENT. Unless you’re entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay in Occupancy), 32 (Responsibilities of Owner), or 45 (Move-Out Notice), you won’t be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

24. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member’s Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others’ safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices.

Smoke and Carbon Monoxide Detectors. We’ll furnish smoke and carbon monoxide detectors only if required by statute, and we’ll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke and carbon monoxide detectors malfunctions to us. Neither you nor others may disable neither the smoke nor carbon monoxide detectors. If you disable or damage the smoke and carbon monoxide detectors, or fail to replace a dead battery or report known smoke or carbon monoxide detectors malfunctions to us, and if your action or inaction causes loss, damage, or fines from fire, smoke, or water to us or others, you will be liable for such loss, damage, or fines.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, mold, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. You must maintain appropriate or reasonable climate control, ventilation, and lighting in the unit based on the circumstances. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

26. **CONDITION OF THE PREMISES AND ALTERATIONS.**

Every tenant is entitled to safe and healthy housing under Colorado's warranty of habitability and a landlord is prohibited by law from retaliating against a tenant in any manner for reporting unsafe conditions in the tenant's residential premises, requesting repairs, or seeking to enjoy the tenant's right to safe and healthy housing. Except for conditions materially affecting the health or safety of ordinary persons, you accept the apartment, fixtures, and furniture as is. To the extent not prohibited by law, we disclaim all implied warranties or covenants. We are not responsible for any violation of the implied covenant of quiet enjoyment that is committed by a third party acting beyond our reasonable control. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining and not damaging the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke or carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

You can mail or personally deliver written notice of an uninhabitable condition to the following address:

3131 Greenway Creek View, Colorado Springs
CO 80922

by email at the following email address:
taylorgreenwaymgr@greystar.com,
or through our online tenant portal or platform
with a web address of:

https://www.taylorgreenway.com

El inquilino puede enviar por correo o entregar personalmente un aviso por escrito de una condición inhabitable a la siguiente dirección:

3131 Greenway Creek View, Colorado Springs
CO 80922

o por correo electrónico a:
taylorgreenwaymgr@greystar.com,
o a través de nuestro portal o plataforma para inquilinos en línea por nuestra página de web
https://www.taylorgreenway.com

Our complying with or responding to any oral request regarding security or non-security matters, or statutory matters, doesn't waive the strict requirement for written notices under this Lease Contract and as required by law. You must immediately notify us in writing of: water leaks; moisture accumulation; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. You must cooperate with us to complete repairs to the Premises, which may include your temporary removal of your personal property or your absence from the Premises. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. If other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part except as permitted by law.

28. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may ask you to execute a separate animal and/or assistance animal addendum. Animal deposits, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional

support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. We may remove any unauthorized, neglected, or abandoned animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 29 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges.

29. WHEN WE MAY ENTER. You shall allow us access to the Premises and we shall have the right to reenter the Premises at all reasonable times, unless modified by applicable law, for any legitimate or necessary purpose which we determine in our sole discretion, including but not limited to, inspecting, providing necessary services, making necessary repairs or improvements, and showing the Premises to prospective residents or to other persons having

a legitimate or necessary interest. We shall always have the right to reenter the Premises without notice, with your consent or request. Absent consent or request from you, we may reenter with notice when practical, and without notice when impractical, or with required legal notice if applicable. Any entry by us shall not constitute an eviction in whole or in part, at any time, nor shall we be liable to you for any inconvenience or discomfort, and Rent shall not abate during any period that we reenter. You agree that we do not have to provide you with 48-hour notice for the inspection and treatment of bed bugs. We may enter regardless of whether you are present by duplicate key or by breaking a window or other means when necessary or in the event of an emergency.

30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our 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 termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 51 (Deposit Return, Surrender, and Abandonment or Judicial Eviction).

Replacements

31. CHANGING RESIDENTS. You may not assign or sublet without our prior written consent, which may be withheld in our absolute discretion. Replacing, adding, or subcontracting a resident is allowed only with our written consent. We may specifically condition any changes to authorized occupants upon among other things, successful completion of the application process by any proposed new resident, payment of application fees or other customary fees and charges required by new residents, and the execution of

any documents we deem necessary. The departing resident must agree in writing as to the disposition of any security deposit. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease term unless we agree otherwise in writing—even if a new Lease Contract is signed. You may not advertise or sublease the premises as a short-term or vacation rental via airbnb, Homeaway, VRBO, or similar forum.

Responsibilities of Owner and Resident

32. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 26 (Conditions of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment in compliance with C.R.S. § 38-12-501;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing. C.R.S. § 24-34-502(1) prohibits source of income discrimination and requires a non-exempt landlord to accept any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person, including income derived from any lawful profession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, and you have complied with your legal obligations under this Lease Contract and under state statute, you may terminate your tenancy and exercise other remedies as permitted only by state statute.

33. OWNER'S RIGHTS TO TERMINATE THE LEASE. Pursuant to C.R.S. § 38-12-1303, et seq., as amended, we are legally permitted to non-renew your Lease for the following reasons:

- (1) If you have not been a resident of the Apartment for at least twelve (12) months;
- (2) If we plan to demolish the property, convert it to a non-residential use, or convert it to a short-term rental property;
- (3) If we plan to make substantial repairs or renovations to the property;
- (4) If you refuse to sign a renewal lease with reasonable terms; or
- (5) **If you have submitted a late rent payment to us more than two times during the Lease term** (i.e., if you fail to pay the full amount due within ten (10) days after receiving written notice from us that you.

Pursuant to C.R.S. § 38-12-1303, et seq., as amended, we are legally permitted to evict you from the Apartment for the following reasons:

- (1) If you holdover and continue to possess the Apartment, or any portion of the property, after the Lease Term, and either party provided a written notice of Lease termination;
- (2) If you violate the Lease covenant to pay rent;
- (3) If you commit a substantial violation of the Lease as described in C.R.S. § 13-40-107.5;
- (4) If you commit a material violation of the Lease;

- (5) If you commit a repeat violation of the Lease after you received written notice of violation from us; or
- (6) If you engage in conduct that creates a nuisance or disturbance that interferes with our quiet enjoyment or the quiet enjoyment of other residents at the property, or if you are negligently damaging the premises.

34. DEFAULT BY RESIDENT. You shall be in default if you break or fail to observe or perform any promise, agreement, or covenant set forth in this Agreement or any Addendum, including but not limited to your failure to timely and fully pay any Rent and other amounts due, which is a material violation of this Lease, abandoning or vacating the premises without fully performing all Lease terms and conditions, or if you shall make any misrepresentation. Regardless, of whether specifically stated in any Lease provisions or Addendum, you are always responsible for the conduct of, shall be liable for, and shall also be in default if any occupant, family member, children, guest, invitee, or any other person in or about the premises, coming to or leaving the premises, or on Owner's Property due to you, or with your knowledge or consent breaches or fails to observe any of your covenants, promises, or obligations contained in this Agreement or any Addendum. You will also be in default if you in bad faith, make any invalid complaint to an official or employee of a utility company or the government. If you fail to cure any default, provided any default can be cured, or commit a non-curable default either defined by this Agreement or by law, you shall be in breach of this Agreement and Owner shall have all remedies provided in this Agreement and at law.

False Application. You executed this Lease Contract after completing a Rental Application. You acknowledge that we entered into this Lease Contract in reliance on the information contained in your Rental Application. **Accordingly, providing false information is a material violation of this agreement.** If it is determined at any time that such information is incorrect, false, or materially misleading, you will be in default of this Lease and we shall have the option to terminate your right of occupancy if you fail to cure the default by providing true and accurate information to us within 10 days after receiving a written demand for compliance or possession from us.

Right to cure. Unless we have the specific right to terminate your right of occupancy, you have a statutory right to cure all violations in accordance with statute.

Lease Renewal When A Breach or Default Has Occurred. If this is a renewal agreement, it is contingent on you not being in default of your existing Lease Contract. Your default of your existing Lease Contract is a material violation of this renewal agreement and we may, at our sole and absolute discretion, terminate this renewal agreement and the existing Lease Contract, even if this renewal agreement has yet to commence, if you fail to cure the default within 10 days after receiving a written demand for compliance or possession from us.

Eviction. If you default, we may end your right of occupancy by giving you written notice required by statute or by this Lease Contract. Notice may be by: (1) personal delivery to any resident; (2) personal delivery at the apartment to any occupant over 15 years old; or (3) affixing the notice to the apartment’s main entry door. Unless we have specifically released you in writing, termination of your possession rights or subsequent reletting doesn’t release you from liability for early move-out charges or other lease obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn’t waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn’t waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings.

Acceleration of Future Rent. Unless damages are liquidated pursuant to paragraph 11 (Early Move-Out), all future monthly rent for the rest of the Lease term or renewal period will be accelerated automatically without notice or demand and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) you’ve not paid all rent for the entire Lease term or renewal period. Unless damages are liquidated pursuant to paragraph 11 (Early Move-Out), remaining rent also will be accelerated if you’re judicially evicted or move out when we demand because you’ve defaulted. Acceleration is subject to our mitigation obligations below.

Holdover. You or any occupant, invitee, or guest must not wrongfully hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a wrongful holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you’ll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who

can’t occupy because of the holdover; and (4) at our option, we may extend the Lease term of a new resident—for up to one month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out without fully performing all of your Lease Contract covenants, you will pay, repay, or refund to us any amounts stated to be rental discounts in this Lease Contract or any addendum, in addition to other sums due. Upon your default, we have all other legal remedies, including tenancy termination. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the court shall award the prevailing party from the non-prevailing party attorney’s fees and all other litigation costs following a determination by the court that the party prevailed and that the fees and costs are reasonable. If the landlord has filed an eviction due to your lease breach, including breaching for non-payment of rent, regardless of outcome or disposition by the Court, you agree that the Court upon request shall make a determination who the prevailing party was in any eviction and whether any attorneys’ fees and court costs sought by any party are reasonable. If for any reason the Court does not make such determination in any eviction lawsuit between the parties, you and we agree that a court in any subsequent action between us shall make that determination.

(check if applicable) ☒ **Cap on Attorneys’ Fees.** The attorneys’ fees and costs awarded to the prevailing party shall not exceed \$2,500.00.

Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney’s fees and litigation costs). Except for unpaid rent and late charges, all other unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don’t pay all sums by that deadline.

Mitigation of Damages. If you move out early, you’ll be subject to paragraph 11 (Early Move-Out) and all other remedies. In the event Box 1 in paragraph 11 (Early Move-Out) is checked, we will exercise customary diligence to relet and mitigate damages, and we’ll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

35. **ENTIRE AGREEMENT.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.
36. **NO AUTHORITY TO AMEND UNLESS IN WRITING.**
Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.
37. **NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn’t a waiver under any circumstances.
38. **NOTICE.** Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax and electronic signatures are binding. All notices must be signed.
39. **MISCELLANEOUS.**

A. All of your obligations under this Lease Contract (including payment of all sums) are independent covenants.

B. A violation on our part is not a defense to eviction except as permitted by law.

C. Exercising one remedy won’t constitute an election or waiver of other remedies.

D. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.

E. All remedies are cumulative.

- F. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.

G. This Lease Contract binds subsequent owners.

H. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.

I. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.

J. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender’s option.

K. All Lease Contract obligations must be performed in the county where the apartment is located.

L. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
40. **WAIVER OF JURY TRIAL.** To minimize legal expenses and, to the extent allowed by law, you and we agree that in any legal proceedings in which we are seeking possession of the Apartment from you, a trial shall be to a judge and not a jury.
41. **CONTACTING YOU.** By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

- 42. OBLIGATION TO VACATE.** If we provide you with a notice to vacate in accordance with applicable law, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us. If you provide us with a written notice to vacate or intent to move-out, you cannot withdraw your notice.
- 43. FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, to the fullest extent permitted by law, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

- 44. PAYMENTS.** We will apply money received first to rent due, then to any of your other unpaid obligations, regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than base monthly rent are due upon our demand. After the due date and any legally required demand or cure period, we do not have to accept the rent or any other payments.
- 45. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

- 46. MOVE-OUT NOTICE.** Before moving out, either at the end of the Lease term, any extension of the Lease term, including a month-to-month Lease term, or prior to the end of the Lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Term). If you move out prior to the end of the Lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the early move-out charges under paragraph 11 (Early Move-Out) except if you are able to terminate your tenancy under the statutory rights explained under paragraph 23 (Release of Resident) or any other applicable laws. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If your notice does not comply with the time requirements of paragraph 3 (Lease Term), even if you move on the last day in the Lease term, you agree to pay and are liable for our actual losses incurred, regardless of whether you occupy the premises for the entire notice period. If your Lease term is month-to-month, your advance written notice of your move out date must be at least the number of days of notice required in paragraph 3 (Lease Term) and your move-out date must be on the last day of a month. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.
- 47. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless you and we both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in early move-out charges under paragraphs 11 (Early Move-Out) and 33 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 60-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
- 48. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
- 49. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by our representative are subject to our correction, modification, or disapproval before final refunding or accounting.
- 50. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** Normal wear and tear excepted, you'll be liable for and you agree that we may deduct from your security deposit any charge, fee, sum, amount, or damage owed by you. This includes but is not limited to unpaid rent; unpaid utilities; unpaid late charges; agreed early move-out charges; unreimbursed service charges; charges for replacing all keys and access devices if you fail to return them on or before your actual move-out date; repairs or damages caused by smoke or smoking, negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in

company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or storing property under paragraph 13 (Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you. We may also deduct any charge, expense, or amount incurred by us because of your lease breach. This includes all sheriff's fees, court costs, and court filing fees, and any attorneys' fees based on a court determining that we were the prevailing party and the amount of the fees were reasonable regardless of whether the court enters a monetary judgment for any attorneys' fees.

51. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT OR JUDICIAL EVICTION.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 60 days after surrender or abandonment, unless statutes provide otherwise.

Upon move out, you will deliver to us at the onsite Management Office all keys to the premises, access cards or devices and remotes (collectively "keys") issued by us to you to avoid disputes over the date you vacated and surrendered the premises. You have not vacated and surrendered possession of the premises to us until and unless you have either turned in all keys to the premises and we have acknowledged receipt of your keys, or you have abandoned the premises in our reasonable judgment. If you fail to turn in keys, you agree that you will be liable for rent and any other damages in accordance with this Lease Contract through the date we determine that you vacated and surrendered the premises in our reasonable judgment.

You have abandoned the premises if your personal belongings have been substantially removed, and you do not appear to be living in the premises in our reasonable judgment and if any of the following have occurred: (1) your written move out date has passed; (2) we are in the process of judicially evicting you for any reason; (3) you've been in default for non-payment of rent for 10 consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned. An apartment is also "abandoned" 10 days after the death of a sole resident.

Surrender, abandonment, or judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 - Property Left in Apartment), but do not affect our mitigation obligations (paragraph 34 - Default by Resident).

52. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

54. ACKNOWLEDGEMENTS. By signing this Lease Contract, you acknowledge that: (a) you received a disclosure from us about our application fees before you submitted your rental application; (b) you received a receipt from us for the application fees and deposits you paid at the time of your application; (c) you received any statutorily required disclosures from us regarding any known pest control issues affecting the premises.

05/02/2025

