

RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") made this 15th day of May, 2023, by and between Horizon Community Housing ("Landlord"), and Thomas Walker and Jamie Lin ("Tenant").

1. PROPERTY

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the residential property located at: 842 Sunset Boulevard, Unit 17, Boulder, CO 80302 ("Premises").

2. TERM

The term of this lease shall commence on June 1, 2023, and continue until May 31, 2024. Tenant may extend the lease for additional terms with written notice 45 days prior to expiration. Landlord guarantees no rent increase above 4% for the first renewal period if Tenant renews.

3. RENT

Tenant agrees to pay \$1,750.00 per month as rent, due on the 1st day of each month. Rental payments can be made via electronic bank transfer, check, money order, or the tenant portal without additional processing fees. First month's rent will be prorated if Tenant moves in after the 1st of the month.

4. GRACE PERIOD AND LATE FEES

A grace period of 5 days is provided for rent payment. Late fees of \$20 will only be assessed if payment is received after the 5th of the month. Late fees shall not exceed 3% of the monthly rent. Landlord will waive one late fee per 12-month period upon request.

5. SECURITY DEPOSIT

A security deposit of \$1,000.00 is required at lease signing. The deposit will be held in an interest-bearing account at Community Trust Bank. Interest accrued will be paid to Tenant annually or upon move-out. The security deposit will be returned within 30 days of lease termination, with an itemized statement of any deductions for actual damages beyond normal wear and tear.

6. UTILITIES AND SERVICES

Landlord shall provide and pay for water, sewer, trash removal, and standard pest control. Tenant shall be responsible for electricity, gas, internet, cable/satellite, and telephone services. Any utility interruptions exceeding 24 hours that are within Landlord's control shall result in a prorated rent credit.

7. OCCUPANCY

The Premises shall be occupied by Tenant and immediate family members only. Guests may stay for up to 14 consecutive days without prior notification. Longer guest stays require written notification to Landlord but will not incur additional charges for reasonable accommodations.

8. PETS

Up to two pets are permitted (cats, dogs, or other small animals) with no weight restrictions. A refundable pet deposit of \$200 is required. No monthly pet rent will be charged. Service and emotional support animals are accommodated at no additional cost in compliance with fair housing laws.

9. MAINTENANCE AND REPAIRS

Landlord shall maintain all structural elements, mechanical systems, appliances, and fixtures in good working order. Repairs affecting health and safety will be addressed within 24 hours. Non-emergency repairs will be completed within 5 business days. Tenant shall report maintenance issues promptly and will not be charged for normal repairs and maintenance.

10. RIGHT OF ENTRY

Landlord shall provide at least 48 hours' written notice before entering the Premises except in emergencies. Entry will be limited to reasonable times (9 AM

to 7 PM) unless otherwise agreed. Tenant has the right to be present during any inspection or repair. Landlord will minimize entries to respect Tenant's privacy.

11. ASSIGNMENT AND SUBLETTING

Tenant may sublet or assign the lease with prior written consent from Landlord, which shall not be unreasonably withheld. Landlord will respond to sublease requests within 10 business days. A nominal administrative fee of \$75 may be charged for processing sublease documentation.

12. ALTERATIONS

Tenant may make reasonable decorative changes including painting, hanging pictures, and installing shelving. Tenants may install energy-efficient fixtures and accessibility modifications. All alterations must be restored to original condition upon move-out unless Landlord agrees in writing to accept them.

13. TENANT'S RIGHTS

Tenant shall:

- a) Have the right to quiet enjoyment of the Premises
- b) Receive prompt attention to maintenance requests
- c) Live in a habitable dwelling meeting all health and safety codes
- d) Have functioning essential services and appliances
- e) Form or join a tenant association without retaliation
- f) Display political signs as permitted by local ordinances

14. LANDLORD'S OBLIGATIONS

Landlord shall:

- a) Maintain the Premises in compliance with all building codes
- b) Provide reasonable weatherproofing and temperature control
- c) Supply hot and cold running water and reasonable heat
- d) Keep common areas clean, safe, and in good repair
- e) Provide functioning smoke and carbon monoxide detectors
- f) Address any pest infestations not caused by Tenant
- g) Respect Tenant's privacy and provide adequate notice before entry

15. RENTER'S INSURANCE

Tenant is encouraged but not required to obtain renter's insurance. Landlord's property insurance does not cover Tenant's personal belongings.

16. EARLY TERMINATION

Tenant may terminate this lease with 30 days' notice for: job relocation more than 50 miles away, health issues preventing use of the Premises, military service, domestic violence situations, or other significant hardships. Documentation may be required. Early termination fee is limited to one-half month's rent except where prohibited by law.

17. DISPUTE RESOLUTION

Any disputes will first be addressed through informal negotiation, followed by mediation if necessary, before litigation. Mediation costs will be shared equally between parties.

18. ATTORNEY'S FEES

In any legal action related to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs as permitted by law.

19. SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

20. LEAD-BASED PAINT DISCLOSURE

The Premises [☐] have [☒] have not been found to contain lead-based paint or lead-based paint hazards. Tenant acknowledges receipt of the federally approved pamphlet on lead poisoning prevention.

21. ADDITIONAL PROVISIONS

- a) Tenant has the right to display religious and cultural symbols
- b) High-speed internet connections are available in the building
- c) Landlord provides a 72-hour right of rescission after lease signing
- d) Rent payment history will be reported to credit bureaus upon request to help Tenant build credit

22. ENTIRE AGREEMENT

This Agreement, along with any attached addenda, constitutes the entire agreement between the parties. Any modifications must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Landlord

Tenant

Tenant