

TENANT LEASE

This LEASE (this "Lease"), is made this **day of** , **20** , between Fort Carson Family Housing LLC (the "Landlord"), and (the "Tenant"). This is a private business arrangement between the parties. The premises leased are not military housing. Landlord is a civilian corporation and not a part of the United States Government, the U.S. Army, or Fort Carson.

1. TERM OF OCCUPANCY:

- a) The Landlord agrees to lease to the Tenant and only those persons authorized by this Lease, for a term of one (1) year, the premises known as (the "Premises"), for use as a dwelling only, together with the property noted on the Rental Checklist received at move in. Occupancy shall begin on and end on unless extended.
- b) This Lease shall automatically extend on a month-to-month basis unless terminated by either party giving thirty (30) days written notice. During a month-to-month tenancy, the terms and conditions of this Lease will continue to be in force unless changed by the Landlord. The Landlord must give the Tenant at least thirty (30) days notice before the effective date of any such changes.

2. RENT: The monthly rental rate shall be \$ per month.

- a) Payment will be made by personal check, money order, cashier's check, or certified check payable directly to Landlord. Payment is due on the first (1st) day of the month (payment in advance).
- b) The monthly rental rate may be subject to increase (i) upon renewal at the end of the initial term, and (ii) thereafter upon thirty (30) days' notice.
- c) The first payment of rent by Tenant shall be made on or before in the amount of \$.

3. LATE PAYMENT AND RETURNED CHECKS: Payments for rent not received by the Landlord on or before the due date are late and constitute a default under this Lease.

- a) If any installment of rent is not received by the Landlord within five (5) days from the due date, the Tenant agrees to pay an administrative charge of \$25.
- b) Tenant also agrees to pay the Landlord an additional charge of \$25 for any returned item.
- c) Tenant and Landlord agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late and/or returned payment. Any late charge shall be paid by personal check, certified check or cashier check with the current

installment of rent. Landlord's acceptance of any late charge shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a late charge shall not be deemed an extension of the date rent is due or prevent Landlord from exercising any other rights and remedies under this Lease and as provided by law.

- 4. SECURITY DEPOSIT:** A security deposit of \$ will be required. Landlord agrees to hold the security deposit, if any, in accordance with applicable Colorado law, including any required payment of interest. Upon the end of the Lease term, Landlord will determine what portion, if any, of the security deposit is to be returned by Landlord after deductions for damages and unpaid rent and shall refund all or the remaining portion of the security deposit (as the case may be) to Tenant within thirty (30) calendar days of the end of the term. In the event Landlord retains any or all of the security deposit, Landlord will additionally provide Tenant with a written statement itemizing the reasons for the retention of any or all of the security deposit. The refund (if any) and statement will be mailed to the last known address of Tenant.
- 5. REGULAR TERMINATION OF LEASE:** Tenant must give Landlord at least thirty (30) days written notice in advance of a desired termination at the end of the original year's period or during a following month-to-month tenancy.
- 6. EARLY TERMINATION OF LEASE:** For any early termination of this Lease, other than those described in Section 5 of this Lease, the Tenant shall deliver to the Landlord a written notice that shall state the date for the termination, which date shall not be less than thirty (30) days after the date of Landlord's receipt of the notice, and the Tenant shall be subject to an assessment of an amount equal to one (1) month's rent as liquidated damages for the early termination of this Lease. Such liquidated damages shall be paid in addition to any prorated monthly rent or other money owed by the Tenant as a result of Tenant's physical damage to the Premises.
- 7. NUMBER OF OCCUPANTS:** Tenant agrees that the Premises shall be occupied only by the Tenant's immediate family consisting of Tenant, other adult(s), children, together with additional occupants. Additional occupants are subject to approval by Landlord and, generally, must be lawful dependents of a Tenant. The occupants of the Premises other than Tenant are:

8.

Name (Last, First, M.I.)	Relationship	Sex	Age

9. INSPECTION AT COMMENCEMENT OF OCCUPANCY:

- a) The Tenant and Landlord acknowledge that, a joint examination of the Premises will be conducted prior to the tenant taking possession of the Premises. The Tenant hereby acknowledges that, except as set forth in the attached Rental Checklist, the Premises were rented to the Tenant in good order and repair and that the Premises were in safe, clean and habitable condition. The parties agree that all promised repairs, alterations, and maintenance are included in the Rental Checklist.
- b) Landlord acknowledges the responsibility to provide the Tenant Premises that are in a safe and habitable condition. Any latent defects that are found in violation of any applicable law shall be cause for termination by the Tenant unless cured within fifteen (15) days.
- c) Tenant further acknowledges responsibility for reasonably maintaining the cleanliness of the Premises and that damage to the Premises that is not described on the Rental Checklist as existing prior to the Tenant's occupancy and that exceeds normal wear and tear is subject to repair by Landlord at Tenant's expense.
- d) Tenant is responsible for any and all damages to the Premises caused by Tenant, dependents, pets, or visitors.

10.ASSIGNMENT AND SUBLETTING: The Tenant shall neither assign this Lease nor sublet the Premises nor grant any concession or license to use the Premises or any part thereof. Any assignment, concession or license shall constitute a breach of this Lease by the Tenant and may subject the Tenant to eviction and/or claims by the Landlord for monetary damages.

11.NUISANCE: The Tenant will use the Premises in a manner that does not disturb other Tenants or create a public nuisance or violate the Resident Guide. Violation of the Resident Guide may be cause for termination as a breach of this Lease and in accordance with applicable law.

12. PROHIBITED ACTIVITIES, ILLEGAL SUBSTANCES, AND MATERIALS:

- a) The Tenant shall not possess, store, or otherwise permit anyone to possess or sell illegal substances on the Premises, including but not limited to illegal weapons, explosives, or chemicals with which illegal drugs may be produced. Possession of said contraband or illegal items will constitute a breach of this Lease by Tenant and will, at the option of the Landlord, permit immediate termination of said Lease.
- b) The Tenant shall not permit unlicensed gambling on the Premises; install or operate, or permit to be installed or operated, any device which is illegal; use or permit the Premises to be used for any illegal business or purpose; nor sell, or commercially store or dispense, or permit the sale, or commercial storage or dispensing of beer or other intoxicating liquors on the Premises.
- c) Tenant shall not keep or have on the Premises any article, liquids, chemicals or thing of a dangerous, inflammable or explosive nature that might unreasonably increase the danger of fire, explosion, or cause physical illness on the Premises, or that might be considered hazardous or extra hazardous by governmental officials or under the provisions of an insurance company policy.
- d) Landlord shall have no obligation to search or make any inspection to discover dangerous articles, liquids, chemicals or things such as are described in subsection (c), above. Should the Tenant maintain such hazardous materials on the Premises that cause injury or damage to any persons or property, the Tenant shall bear all legal and financial responsibility for said injury and/or damage which results there from. Failure of the Tenant to remove said materials upon written request of the Landlord shall permit the Landlord to immediately terminate this Lease.

13. ANIMALS: Tenant shall be permitted to keep domestic animals as set forth in the Pet Addendum attached hereto. No other animals may be maintained or housed on the Premises, including the exterior thereof, without the prior written consent of the Landlord. The Landlord, in its discretion, may require a pet deposit of up to \$500, based upon the size, type, number, and damage potential of pets allowed. As stated in the Pet Addendum, regardless of the amount of the pet deposit, the Tenant shall bear all legal and financial responsibility for any injuries or damage caused by such animals and shall comply with the provisions of the Resident Guide's specific details relating to the keeping of pets on the Premises.

14. CABLE, SATELLITE AND OTHER TELEVISION FACILITIES: The Tenant shall refer to the Resident Guide for specific details relating to the keeping of cable, satellite and other television facilities on the Premises.

15. UTILITY CHARGES: Responsibilities for utility costs are as follows:

ITEM	TO BE PAID BY	ITEM	TO BE PAID BY
HEAT	LANDLORD	CABLE TV	TENANT
SEWER	LANDLORD	SATELLITE TV	TENANT
ELECTRICITY	LANDLORD	TELEPHONE	TENANT
FUEL OIL	LANDLORD	HIGH SPEED INTERNET	TENANT
WATER	LANDLORD	OTHER	
GARBAGE	LANDLORD	OTHER	
GAS	LANDLORD	OTHER	

Landlord shall pay for water, sewer, electricity, gas, oil (if applicable) and garbage. Tenant shall pay for cable or satellite television, telephone, high speed internet, and any Charge (as defined below) as described below for their individual Premises. Except as otherwise set forth in this Section, there shall be no change in Tenant's or Landlord's respective responsibilities for payment of said utilities pursuant to this Lease without Landlord providing Tenant at least sixty (60) days prior written notice. Landlord shall have the right to charge reasonable administration fees to Tenant in connection with the processing of billing notices for Landlord-provided utilities, including a Utility Notice (as defined below).

Notwithstanding anything to the contrary in this Lease, upon the failure of Tenant to pay any amounts due under this Section, Landlord shall have the same rights and remedies under this Section as Landlord has as a result of Tenant's failure to pay any other rent amounts due under this Lease. These rights and remedies include, without limitation, the imposition of any applicable late charges, and costs applicable to termination rights and rights upon default of Tenant.

CHECK AND INITIAL APPROPRIATE SECTION BELOW:

The Office of the Secretary of Defense has mandated implementation of a utility billing program that compares actual energy consumption by the Tenant with a baseline average energy consumption at similar homes. Under the program, each Tenant is encouraged to increase overall energy awareness and to conserve energy through good stewardship. Tenants are credited for energy consumption below such baseline ("Conservation Credit") or are charged for energy consumption above such baseline ("Charge").

[for units already separately metered and in live billing]

A portion of the Rent shall be allocable to the electric and/or gas utility service for the Premises (the "Utility Baseline"), based upon a baseline set by Landlord using such data as the age and size of the Premises, type of construction, type of appliances, and other factors. On a monthly basis, Landlord will compare the actual, metered cost of electric and/or gas utility service for the Premises (the "Actual Utility Cost") to the Utility Baseline and provide Tenant with notice of such costs (the "Utility Notice"). If the Actual Utility Cost exceeds the Utility Baseline, Tenant shall pay Landlord the amount of such excess within 15 days after receipt of the Utility Notice. If the Actual Utility Cost is less than the Utility Baseline, the Tenant's utility account shall be credited by such difference or, if the accumulated credit is over \$15.00, refunded to Tenant. _____ **TENANT INITIALS**

[for units not yet separately metered and in live billing but expected to be in future]

Upon the date when the electric and/or gas utility service have been separately metered for the Premises and live billing commences, a portion of the Rent shall be allocable to the electric and/or gas utility service for the Premises (the "Utility Baseline"), based upon a baseline set by Landlord using such data as the age and size of the Premises, type of construction, type of appliances, and other factors. On a monthly basis, Landlord will compare the actual, metered cost of electric and/or gas utility service for the Premises (the "Actual Utility Cost") to the Utility Baseline and provide Tenant with notice of such costs (the "Utility Notice"). If the Actual Utility Cost exceeds the Utility Baseline, Tenant shall pay Landlord the amount of such excess within 15 days after receipt of the Utility Notice. If the Actual Utility Cost is less than the Utility Baseline, the Tenant's utility account shall be credited by such difference or, if the accumulated credit is over \$15.00, refunded to Tenant. _____ **TENANT INITIALS**

16. REPAIRS: Tenant shall make no repairs to the Premises or fixtures located within the Premises without the written approval of the Landlord. The Tenant shall immediately notify the Landlord of any damage to the Premises.

17. ALTERATIONS AND FIXTURES: The Tenant shall make no alterations to the Premises, incur any debt against the Landlord or create any lien upon the Premises for any work done or material furnished without the express written consent of the Landlord. Any fixtures installed by the Tenant shall be at Tenant's expense, shall be affixed in a manner that will not damage the building, and shall be removed by the Tenant at the expiration of this Lease. In the event such fixture or other personal property of the Tenant is not removed at the expiration of this Lease, the Landlord may treat the same as

abandoned and charge the Tenant the cost paid for removal of the property and repair of the Premises.

18. ACCESS DURING OCCUPANCY: The Tenant will allow the Landlord or an agent of the Landlord to enter the Premises for purposes of access, upon twenty-four (24) hours notice, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturdays. In the event the Tenant is absent, the Landlord will endeavor to delay the access until the return of the Tenant but need not do so beyond fourteen (14) days. The purpose of the access is to ensure the Premises are maintained, not in need of repair and that their use is in conformity with the provisions of this Lease. Landlord shall have access to the Premises at other times, with prior notice to Tenant, for the purpose of making requested repairs, as provided in the Resident Guide. Landlord shall have immediate access to the Premises in case of an emergency situation, as provided in the Resident Guide.

19. TENANT'S INSURANCE:

- (a) Tenant agrees to obtain and maintain at all times during the term of this Agreement, at Tenant's expense, (i) property insurance to cover losses or damage to personal property and (ii) liability insurance with a minimum coverage of \$100,000 to protect Tenant from claims for property damage and physical injury caused by or to Tenant, or Tenant's family member(s), invitees or guests. Upon execution of this Agreement and thereafter upon request of Landlord, Tenant will provide Landlord with evidence of the required insurance coverages, which shall name Landlord as an interested party.

- (b) Tenant acknowledges that: (i) Landlord is not responsible for Tenant's losses resulting from flood, earthquakes, natural disasters, power failures, or fire or any other cause where Landlord was neither negligent nor the proximate cause of Tenant's loss, (ii) Landlord's insurance does not cover the loss of or damage to Tenant's personal property, and (iii) Tenant's failure to maintain the insurance required by subsection (a) above may result in Tenant being liable to Landlord and others for loss or damage caused by Tenant's actions or those of any family member(s), invitees or guests of Tenant.

_____ **TENANT INITIALS**

20. DESTRUCTION OF PREMISES: The Tenant may terminate this Lease if the Premises become uninhabitable for a period in excess of one month because of fire, condemnation, or other casualty that is not the result of the Tenant's negligence or the negligence of the Tenant's family member, guest, or invitee. The Landlord will seek to make repairs with all reasonable diligence so as to make the Premises fit for occupancy, and the rent shall cease from the date

of the damage until repaired, where the damage was not the fault of the Tenant or Tenant's family member, guest, or invitee. If the Premises cannot be repaired within 60 days, either party shall have the right to terminate this Lease. There shall be no cessation of rent if damage to the Premises is the result of the negligence or willful act of the Tenant, or Tenant's family member(s), guests, or invitees.

21. LIABILITY: The Landlord shall not be liable to the Tenant, Tenant's family members, guests, or invitees for any damages, injuries or losses to person or property caused by crime, vandalism, fire, smoke, pollution (including second hand smoke), water, lightning, rain, flood, water leaks, hail, ice, snow, explosion, interruption of utilities, electrical shock, defect in any contents of the dwellings, latent defect, acts of nature, other unexplained phenomena, acts of other Tenants, or any other cause not the result of the negligence of the Landlord or its representatives, acting in the course and scope of employment. Tenant expressly acknowledges that the Landlord has made no representations, agreements, promises, or warranties regarding security of the Premise or surrounding community. The Landlord does not guarantee, warrant or assure Tenant's personal security. IN THE EVENT OF CRIMINAL ACTIVITY, THE TENANT SHOULD CONTACT THE POLICE IMMEDIATELY.

22. EXIT INSPECTION OF PREMISES: All exit inspections shall be conducted in accordance with the Resident Guide. It shall be the responsibility of Tenant to request an exit walk through inspection of the Premises with the Landlord. At the time of request, Landlord will provide to Tenant detailed standards for clearing the Premises. An appointment for a walk through inspection must be scheduled no less than ten (10) days before the Tenant ends occupancy of the Premises pursuant to this Lease. Using the Rental Checklist that was used to record the condition of the Premises at the inception of this Lease, the Landlord shall itemize any damages to or deficiencies in the condition of the Premises that exceed normal wear and tear. The Landlord shall sign and provide the Tenant with a copy of the Rental Checklist. Any damage charges in excess of \$300 will be documented with photographs.

23. TERMINATION BECAUSE OF DEFAULT: Except as otherwise provided herein, if either the Landlord or Tenant materially fails to comply with any of the terms of this Lease, and if such default continues for thirty (30) days after a notice to cure the default has been delivered to the offending party, (except that only a five (5) day notice shall be required if the default consists of a failure to pay rent when due), then thirty (30) days after notice is delivered (or five (5) days in the case of a failure to pay rent when due), the injured party shall have the option of declaring this Lease terminated and may immediately vacate the Premises, or shall be entitled to immediate possession of the Premise, as the case may be, without the injured party forfeiting whatever other right the injured party may have for breach of this Lease.

24. EVICTION:

- a) The Landlord may terminate this Lease and evict the Tenant in accordance with applicable law for Tenant's failure to pay rent or for one or more material violations by Tenant of this Lease or any other actions that:
 - i. affect or threaten to affect the health or safety of other Tenants in the community;
 - ii. substantially interfere with the right to quiet enjoyment of other Tenants of the community; or
 - iii. involve a violation of any applicable law or regulation; or
 - iv. involve misconduct resulting in a situation in which Tenant would not be eligible for referral (such as, but not limited to, bar from the housing area by military authorities).

- b) If the Tenant remains in possession without the Landlord's consent after termination of this Lease, the Tenant is deemed to be in breach of this Lease and the Landlord may commence an eviction action. An eviction action may be filed no earlier than the first day following the termination of this Lease. On retaining possession beyond the rental period without consent of the Landlord, the Tenant shall be obligated to pay the Landlord's attorneys' fees, court costs, and any ancillary damages due to the holdover by the Tenant.

25. ABANDONMENT: If Landlord is informed of or discovers that Tenant has abandoned the Premises, Landlord may consider the Lease to be terminated and may take any further action allowed under Colorado law in such circumstances.

26. NOTICES: Unless otherwise provided, any notice period provided for by this Lease shall begin to run on the date such notice is delivered. If Tenant's vacating of the Premises pursuant to such notice occurs on a day other than the last day of a normal rental period, the rent due for any resulting partial rental period shall accrue at the daily rate which shall be calculated by dividing the monthly rate by the number of days in the month in which the Premises are vacated. If properly sent to the recipient's last known address by prepaid mail, notice shall be construed as delivered as of the postmark date of sender's mail receipt form, in the case of certified or registered mail. Notices to the Landlord shall be sent to:

**FORT CARSON FAMILY HOUSING
6800 PRUSSMAN BLVD
FORT CARSON, CO. 80913**

- 27. SEVERABILITY:** If any provision or clause of this Lease is held invalid by a court of law, such invalidity shall not affect other provisions or applications of this Lease that can be given effect without the invalid provision and to this end, the provisions of this Lease are declared to be severable.
- 28. CONFIDENTIALITY OF TENANT RECORDS:** The Landlord or managing agent shall not release financial information about a Tenant or prospective Tenant to a third party, other than a Tenant's rent payment record and the amount of the Tenant's periodic rental payment, without the prior written consent of the Tenant or prospective Tenant, or upon service on the Landlord of a subpoena for the production of records. This section shall not preclude the Landlord from releasing information pertaining to a Tenant or prospective Tenant in the event of an emergency or to the legal representatives of the Tenant, including executors and administrators of estates in the performance of their duties. The confidentiality restrictions of this provision shall not apply where the Tenant is in default of the rental payments nor will it preclude the use of information to recover monies owed by the Tenant. Finally, upon request from a prospective landlord, the Landlord may release information concerning excessive damages to the Premises caused by the Tenant.
- 29. MODIFICATIONS:** No modifications to the terms and conditions of this Lease shall be enforceable unless executed in writing, signed and dated by all of the parties to this Lease.
- 30. CONFLICTS:** The terms of this Lease shall take precedence over any conflicting terms between this Lease and the Resident Guide.
- 31. RESIDENT GUIDE:** The Tenant acknowledges receipt of a copy of the Resident Guide and agrees to abide by its terms. Any changes to the Resident Guide shall be effective only after thirty (30) days notice is given of such changes. The Resident Guide, together with any Addenda, attached hereto as Exhibits " " – " " are hereby incorporated herein and made a part hereof.
- 32. JOINT AND SEVERAL LIABILITY:** If more than one person is named as a Tenant in and has signed this Lease, they hereby agree that they are jointly and severally liable for all obligations under it. Any action or failure to act by either will be deemed to have been accomplished by "the Tenant" with regard to any of the provisions of this Lease.
- 33. GOVERNING LAW.** The parties agree that current Colorado landlord-tenant laws shall apply to the interpretation of this lease by any court of competent

jurisdiction, except to the extent that such laws may conflict with federal laws or regulations.

34. WAIVER OF DEFAULT: The Landlord may, at its sole discretion, waive a default or breach of this Lease by the Tenants. Any such waiver shall not prevent the Landlord from exercising its rights under this Lease, with regard to any other current or future defaults or breaches.

IN WITNESS WHEREOF, the parties have set their hands to this Lease, each of which shall constitute an original.

LANDLORD

DATE:

TENANT

DATE:

TENANT

DATE:
