

## RESIDENTIAL LEASE AGREEMENT

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between JN Holdings, LLC (hereinafter referred to as "Landlord") and \_\_\_\_\_ hereinafter referred to as "Tenant").

### **WITNESSETH:**

**WHEREAS**, Landlord is the fee owner of certain real property being, lying and situated in La Plata County, Colorado, such real property having a street address of 55 Westwood Place, Unit \_\_\_\_, Durango, CO 81301 and the limited common element of a \_\_\_\_\_ parking space(s) situated in front of the garage (and) \_\_\_\_\_ of said unit (hereinafter referred to as the "Premises").

**WHEREAS**, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

**WHEREAS**, Tenant desires lease the Premises from Landlord on the terms and conditions as contained herein;

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above-described Premises together with any and all appurtenances thereto, for a term of 12 months, such term beginning on the \_\_\_\_ day of \_\_\_\_\_ 201\_, and ending at 5:00 PM on the \_\_\_\_ day of \_\_\_\_\_ 201\_.
2. **RENT.** The total rent for the term hereof is the sum \_\_\_\_\_ payable as follows: 12 equal monthly installments of \_\_\_\_\_ payable on the first of each month. The first installment of \_\_\_\_\_ to be paid on or before \_\_\_\_\_, the second installment to be paid on or before \_\_\_\_\_ and so on. If during the term of this Lease, the Dakota West Townhome Owners Association raises the monthly dues, the Tenant shall be responsible for payment of such dues up to the maximum amount of Forty Dollars (\$40.00) per month. Currently, dues are being assessed at the rate of Twenty-Four Dollars (\$24.00) per month and are included in the above rental amount. If the monthly installment due is **received** in full by the Landlord on or before the 3<sup>rd</sup> of the month the installment is due, the Landlord shall discount that particular monthly installment by \$50.00. All payments shall be made to Landlord by depositing such in the Landlord's drop box in the development, mailing such to: JN Holdings, LLC, P.O. Box 2721, Durango, CO 81302 or hand-delivering such to Landlord or as may be later designated in writing by the Landlord, on or before the due date and without demand.
3. **DAMAGE DEPOSIT.** The Damage Deposit is One Thousand Five Hundred Dollars (\$1500.00). Upon execution by the Tenant of this Agreement, Tenant shall deposit such sum with Landlord, the receipt of which is security for any damage caused to the Premises during the term hereof. Unless otherwise provided herein, all deposits held under this contract shall be returned to Tenant, without interest, and less any set off for damages and/or cleaning to the Premises and/or unpaid rents or utilities, liabilities, fees, earnest money and interest due hereunder, within Sixty (60) days of the termination of this Agreement or the Tenant moves out of the premises, whichever occurs later.
4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant, Tenant's immediate family and any other person(s) agreed to by Tenant and preapproved by Landlord, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than the persons listed herein and Tenant's transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all applicable governmental or quasi-governmental authorities including, but not limited to affecting the cleanliness, use, occupancy and preservation of the Premises.
5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
9. **NO SMOKING IN PREMISES.** Tenant shall not smoke or allow others to smoke in the premises. Also, Tenant shall not smoke or allow others to smoke marijuana, legal or otherwise, in or on the premises or common areas or Limited Common areas of the Dakota West Townhome development.
10. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
11. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.
12. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
  - (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
  - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
  - (c) Not obstruct or cover the windows or doors;
  - (d) Not leave windows or doors in an open position during any inclement weather;
  - (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
  - (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
  - (g) Not cause or permit the installation of any satellite dish or antenna without prior written permission from the Landlord and if permission is granted, Tenant must locate the satellite dish or antenna where directed by the Landlord;
  - (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
  - (i) At all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
  - (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
  - (k) Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building, beside the dumpster or within the common elements;

- (l) If Tenants and/or guests have pets that utilize the common areas of the development, Tenants and/or Guests shall clean-up promptly after their pets;
- (m) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be contained in the Declaration of Covenants, Conditions and Restrictions of Dakota West Townhomes or adopted or promulgated by the Dakota West Townhomes Owners Association, Inc. Any and all fines, fees or costs levied on the Landlord by the Owners Association for infractions, actions or inactions by the Tenant, shall be passed through to and are the responsibility of the Tenant to pay and the Tenant agrees to hold Landlord harmless for such;
- (n) Not steam clean the carpets on the premise unless such is done by a professional licensed and bonded to perform such services;
- (o) Be responsible for maintaining and replacing furnace filters in the premise bi-monthly during heating months as needed;
- (p) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be contained in the JN Holdings, LLC Tenant Handbook and amendments thereto or adopted or promulgated by the Co-Managers of JN Holdings, LLC; and
- (q) Maintain the backyard of the premise and shall keep such yard in good condition, including watering the grass, mowing and regularly (at minimum every other day) picking up after all pets.
- (r) Not possess, consume, sell, distribute, grow or cultivate marijuana or allow others to possess, consume, sell, distribute, grow or cultivate marijuana, legal or otherwise on the premises, common or limited common areas of the of the Dakota West Townhome development.
- (s) Not store or park, other than on brief and temporary basis (maximum 48 hours), any equipment, trailer, camper, boat or any type of recreational vehicle on the premises, the common parking or limited common parking areas of the Dakota West Townhomes development, other than in the garage of the premises.
- (t) Not start the operation of washing machines, dishwashers or appliances involving the use of water and then leave the premises or go to sleep, without first confirming that the appliance has fully finished the process and stopped.

13. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

14. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

15. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

16. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that such tenancy shall be terminable upon thirty (30) days written notice served by either party and rent will be equal

to \_\_\_\_\_ per month, plus, any additional townhomes owners association dues assessed, if any. As to the Tenant, such 30 days written notice must be given on or before the 1<sup>st</sup> of the month, for the following month (i.e.-end of tenancy will always be on the last day of the month at 5:00 p.m. after a full 30 days notice has been given.)

17. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements not attributable to Tenant's actions or inactions excepted.
18. **ANIMALS.** Tenant shall not keep any animals except, Tenant shall be entitled to keep only the domestic dogs, cats or birds as specifically listed herein in section 37 or as subsequently agreed upon in writing by the Landlord; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of \_\_\_\_\_, at minimum Four Hundred Dollars (\$400.00) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets and tile flooring of the building. At no time will vicious and/or vicious breed animals be allowed.
19. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
20. **RENTER'S INSURANCE.** The Tenant acknowledges that the Landlord's insurance does not protect Tenant, Tenant's guests, or any occupants against loss or damage to personal property or belongings, or cover Tenant's liability for loss or damage caused by Tenant's actions, inactions, or negligence or those of any occupant of the premises or guest. Therefore, each Tenant shall obtain and maintain at all times during the term of this Lease and any subsequent renewal, extension or holdover, a policy of renter's insurance that is issued by an insurance company licensed to do business in the State of Colorado and contains at a minimum personal liability coverage of \$100,000.00, personal property coverage, the Landlord's name listed as an "Additional Insured" or "Interested Party" and the Insurer is required give the Landlord at least 10 days prior written notice of the cancellation or non-renewal of such coverage. Prior to, and as a condition for, Tenant taking occupancy of the premises under the Lease, each Tenant shall provide to Landlord evidence of renter's insurance coverage as described above. If any Tenant shall fail to provide Landlord with evidence of coverage prior to taking possession of the premise under the Lease, such failure shall be a default under the Lease, Landlord shall be entitled to refuse possession of the premises to Tenant on account of such default, Landlord may terminate the Lease, and Tenant shall be liable to Landlord for any and all damages of such default. Further, if any Tenant shall fail to maintain renters insurance as required herein throughout the entire term of this Lease, subsequent renewal or extension, such failure shall be a default under the lease and entitle the Landlord to pursue all remedies under the Lease. In addition, the Landlord strongly urges Tenant to adequately insure their personal property and to also include coverage that provides for expenses related to temporary housing related to a loss.
21. **INDEMNIFICATION.** Landlord and the Dakota West Townhomes Owners Association, Inc. shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents, clients or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord and the Dakota West Townhomes Owners Association, Inc. harmless from any and all claims or assertions of every kind and nature.
22. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within three (3) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for three (3) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
23. **LATE CHARGE AND INSUFFICIENT FUND CHECKS.** In the event that any payment required to be paid by Tenant hereunder is not received by Landlord within ten (10) days of the date payment is due, Tenant

shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of Fifty Dollars (\$50.00). If after Fifteen (15) days of the date the payment was due, the Landlord still has not received the amount due hereunder, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder including the initial late fee of Fifty Dollars (\$50.00), Ten Dollars (\$10.00) a day until all amounts due are paid. If the Tenant provides to Landlord an insufficient funds check, there shall be an administrative fee of Forty-Five Dollars (\$45.00) assessed against the Tenant and the original payment that was returned, shall be deemed late and all late fees shall also apply. Nothing in this provision shall preclude Landlord from exercising its rights under the law.

24. **INTEREST.** In the event that there are monies due and owing hereunder, including, but not limited to: damages to the premises, cleaning, rent, utilities, repairs, liabilities, costs and fees; Landlord shall be entitled to assess and Tenant agrees to pay, interest at the rate of Eight percent (8%) until the obligation is paid.
25. **SALE OF PREMISES.** In the event of any sale or exchange of the Premise by Landlord and assignment by Landlord of this lease, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this lease arising out of any act, occurrence or omission relating to the Premises or this lease occurring after consummation of such sale or exchange and assignment. If sale of premise occurs without assignment of the Lease, Landlord shall give Tenant notice of such sale at least 45 days prior to closing.
26. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
27. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
28. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, re-let the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
29. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado.
30. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
31. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
2. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
33. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

34. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
35. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
36. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

**If to Landlord to:**

JN Holdings, LLC  
P.O. Box 2721  
Durango, CO 81302

**If to Tenant to:**

\_\_\_\_\_  
55 Westwood Place, # \_\_\_\_  
Durango, CO 81301

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**37. ADDITIONAL PROVISIONS; DISCLOSURES.**

- a. Tenant shall provide to Landlord a list of vehicles and their license plate numbers of the Tenant for the purpose of identifying vehicles to units if needed.
- b. Tenant shall keep Landlord apprised of their current e-mail address(es) and phone number(s).
- c. Tenant shall keep Landlord apprised of their current employer and change of employment.
- d. Tenant desires to use the washer and dryer currently located on the premise. It is agreed at such time as these appliances quit working or are in need of repair, that Landlord shall have the right to remove the washer and dryer and no further rent will accrue on such appliances. The Landlord makes no guarantee or warranty as to the continued working condition of the washer and dryer.
- e. A photocopy, facsimile or e-mail copy of this document shall be considered as valid and effective as the original.
- f. Landlord has agreed to allow Tenant to keep upon the premises, \_\_\_\_\_ which is specified as follows: \_\_\_\_\_, a male/female \_\_\_\_\_. If Tenant desires to have any other animals other than the specified animals listed above, then Tenant shall first have to obtain permission in writing from Landlord, as well as, comply with all applicable CCR's.
- g. Tenant agrees to deposit with the Landlord the sum of \_\_\_\_\_ as earnest money upon signing this lease. Such earnest money shall be credited towards the security deposit herein upon the Tenant taking possession of the premises. If however, for some reason the Tenant does not take possession as agreed herein, Landlord shall retain such earnest money as damages. Such retention of the earnest money shall not preclude Landlord from seeking any other appropriate damages or relief hereunder.

JN HOLDINGS, LLC:

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT:

Signed: \_\_\_\_\_

Date: \_\_\_\_\_