

The Praxis Group, LLC
Property Management / Rentals / STR
Box 621373, Littleton, Colorado
Tel 1+ 303.900.1311 // 720.557.1283



Lease Agreement - (Date From – Date To)

This Rental Agreement is made this **1st day of XXXXX 20xx**, by and between The **Praxis Group LLC**, hereinafter referred to as LANDLORD (as Agent for the owner of the premises), and, hereinafter referred to as TENANT(S).

1. LEASING: In consideration of the payment of rent and the keeping and performance of the covenants and agreements contained in this Rental Agreement, Landlord hereby rents unto Tenant the premises at _____ in the county of _____. To have and to hold the same, with all the appurtenances unto the said lessee for a minimum term from twelve o'clock noon on the _____ **20xx** for, during and until twelve o'clock noon on the day of _____ **20xx** at and for a rental, for the full term aforesaid of payable in monthly installments of **\$XXXX.00** dollars per month (**1st being \$XXXX.00**), in advance, on or before twelve o'clock noon on the 1st day of each calendar month during said term at the mailing address of **The Praxis Group LLC, Box 621373 Littleton, Colorado 80162** without notice. If this Rental Agreement is not terminated as provided in Paragraph 3 this lease shall continue a month-to-month basis. Thirty (30) days prior to the end of the initial term, or thirty (30) days before the 1st day of any month thereafter, Landlord may give notice to Tenant of intent to increase the monthly rent amount. If Tenant remains in possession of the premises, Tenant shall be deemed to have agreed to any such increase. Beginning on the **3rd day of each month**, a late charge of Five Percent (5%) or **\$XXX.XX** will be charged. Landlord is entitled to restrict rent payment to certified funds at any time. A **\$45.00** fee will be assessed on any returned checks. Two returned checks will require rent to be paid by Money Order or certified funds. In addition, Landlord is entitled to apply payments as it so chooses, without regard to any restrictions/endorsements by Tenant.

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2. SECURITY DEPOSIT: Upon execution of this Rental Agreement, Tenant shall deposit with Landlord a Security Deposit of **\$XXXX.00¹** The Security Deposit is to secure Landlord against any breach by the Tenant of any terms, covenants, provisions, and conditions of this Rental Agreement. The Security Deposit will be held by the Owner of the premises. An accounting of this Security Deposit will be made to the Tenant within 60 (sixty) days of delivery of possession, and acceptance of possession by Landlord of the premises, to the Landlord or termination of the Rental Agreement, whichever occurs last. If the Owner of the premises refuses to return or make an accounting of the Security Deposit the Landlord shall, upon proper demand by Tenant, supply the Tenant with the Owner’s identity. The Security Deposit will not be applied to any amounts due prior to the Landlord taking possession of the premises, however, after Landlord has taken possession of the premises, Landlord may apply the Security Deposit to any amounts due pursuant to this agreement or any cost or expense arising out of the tenant’s breach of this agreement.

AGENT

TENANT _____
TENANT _____
TENANT _____

¹ See Line Item 10 NOTE for explanation of Rent and Pet Deposit

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3. NOTICE TO VACATE / IMPROPER TERMINATION FEE: Tenant agrees that to terminate this Rental Agreement at the end of the minimum term, at least thirty (30) days written notice must be given to Landlord prior to the expiration of the minimum term of the Rental Agreement. After the initial term tenant must give notice thirty (30) days prior to the end of any month. If Tenant delivers possession to Landlord, through eviction proceeding or otherwise, or abandons the premises, prior to the termination of this Rental Agreement, Tenant agrees to pay to Landlord the rent until the date the Rental Agreement terminates at the end of the applicable notice period. Landlord shall use reasonable efforts to re-rent the premises and Tenant shall be entitled to a credit against the rent due pursuant to this paragraph for any amounts received for periods of time prior to the date this Rental Agreement would otherwise terminate. If no written notice is given, Landlord shall be deemed to have actual notice of Tenant's intention to vacate as of the date Landlord takes possession of the premises. In order for Landlord to terminate this Rental Agreement without cause at the end of the minimum term or at the end of any term thereafter, the Landlord may give Tenant ten (10) or more days written notice prior to the end of the minimum term or, thereafter, ten (10) or more days prior to the end of any month. Landlord may terminate this Rental Agreement for cause as provided by Colorado Law. Tenant acknowledges that failure to complete the minimum Rental Agreement term and failure to give the required thirty (30) days written notice, will damage Landlord and Landlord will incur costs and expenses including , but not limited to, costs to make the premises showable to prospective Tenants that would not normally be chargeable as damages, advertising costs, time showing the premises and screening potential Tenants, delays in scheduling work by contractors or Landlord's employees, and lost opportunity costs of renting other premises. If proper notice is not given and/or if Tenant fails to complete the minimum term, Tenant agrees to pay to Landlord an Improper Termination Fee in the amount of \$350.00.

4. JOINT AND SEVERAL LIABILITIES: If more than one (1) Tenant has signed this Rental Agreement, each of those signatories agrees to the terms and conditions of this Rental Agreement jointly and severally and Landlord may proceed against any or all said signatories for any remedy Landlord may have for breach of this Rental Agreement.

5. RIGHT TO ENTER: Tenant shall allow Landlord/Owner or Landlord's/Owner's agents, contractors, or repairpersons to enter upon the premises for inspection or repair or to show the premises to persons wishing to rent or purchase the premises.

6. UTILITIES: Tenant shall pay for gas. Tenant shall pay for electricity. Tenant shall pay for water and sewer. Tenant shall pay for trash collection. It shall be the responsibility of the Tenant to contact all utility departments (as applicable) on the date of the commencement of this Rental Agreement.

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7. USE AND ASSIGNMENT: Tenant agrees to use the premises solely for residential purposes only, by no more than (#) Adult and (#) children. No other persons, guests, roomers, or boarders shall be allowed to reside on the premises. Guests may be allowed to stay for a period of no longer than **five (5)** days. Tenant agrees not to assign this Rental Agreement or sublet the premises or any part thereof.

AGENT

TENANT _____
TENANT _____
TENANT _____

8. SURRENDER OF POSSESSION OF PREMISES: Tenant agrees that at time of the surrender of the premises, and the acceptance by Landlord of the possession of the premises, to return all issued keys and all duplicate keys, to thoroughly clean, to remove all rubbish and trash, to remove all Tenant's belongings, and that premises shall be in as good or better condition, excepting normal wear and tear, as when premises were originally accepted by Tenant.

9. TENANT COVENANTS AND AGREES: Tenant covenants and agrees that at all times (a) to keep all areas of the premises reasonably clean, sanitary and free from all accumulation of debris, filth, rubbish and garbage and shall insure appropriate extermination in response to infestation of rodents and vermin, and shall insure there are an adequate number of appropriate receptacles for garbage and rubbish, which shall be kept in good repair by Tenant, (b) to promptly take care of all regular maintenance relating to electrical, plumbing, and heating/air conditioning units, and to immediately notify Landlord of any defects or repairs with such, provided defects or repairs are not due to Tenant neglect, and to pay Landlord immediately for any repairs that are due to Tenant neglect, including, but not limited to, costs of replacement of broken glass, screen or door repair/replacement, (c) to properly irrigate and care for all trees, shrubbery and lawn and generally maintain the premises in good order in keeping with the standard of the neighborhood, and upon failure to do so Landlord may employ a gardener and increase the monthly rental by up to **\$350.00** (d) to keep the sidewalks of the premises free of ice, snow, litter, dirt, debris, and any other obstructions and to keep the yard free of litter, dirt, and debris, (e) to use the premises for no illegal or immoral purposes, (f) to not violate any zoning codes or laws as may be in effect with any governmental agency, (g) to not commit, permit, or suffer any nuisance or objectionable or disorderly conduct or conduct which disturbs or annoys others, (h) to permit no sound, light or odors to be emitted from the premises which others find objectionable, (i) to not change, add or replace any locks on the premises, (j) to not decorate, alter or improve the premises except as approved in writing by the Landlord, (k) to place absolutely no tacks, screws, or stick-on fixtures or tape upon the walls, ceilings or woodwork on the premises, (finishing nails, metal picture hangers, and a limited amount of ceiling hooks will be allowed), (l) to pay Landlord for any injury or damage done to any person or to the premises or property by the Tenant, members of the Tenant's family, or Tenant's employees, guests, or invitees, (m) to neither hold nor to attempt to hold the Owner/Landlord or Owner's/Landlord's agents, employees or insurance companies liable for any injury, loss or damage to persons or property arising from any unknown cause, or arising from fire, floods, riots, governmental actions, acts of God, interruption of utility services,)

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Tenant shall promptly notify the Landlord in writing of any damages or repairs needed to the property and shall be liable for any and all damages or repairs caused by the action or inaction of the Tenant(s), their guests and/or invitees. Tenant shall be responsible for maintaining the premises in the condition in which they were received, including liability for broken windows, doors and other portions of the premises, (o) Tenant agrees to cooperate with Landlord in remediating damages and shall not prevent or delay the Landlord from curing any condition for which the Landlord is responsible under the Rental Agreement and/or law. Landlord is not liable for the actions or inactions of tenants in other units or of third parties not under the direction and control of the Landlord, (p) and not to remove from the premises any furniture or fixtures owned or provided by the Landlord, including: Stove, refrigerator any and all window coverings.

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10. PETS: No pets of any kind will be allowed on the premises unless written permission is obtained from Landlord, and a Pet Deposit shall be required in the amount of **\$150.00** per pet. The Pet Deposit is non-refundable. Tenant agrees that should the Pet Deposit not cover for damages caused by pet, Landlord may use a portion of or all the Security Deposit to cover such costs. Tenant agrees, at all times, to keep premises clean of all pet refuse inside and outside the premises and to follow and obey all governmental laws in reference to pet control.

11. CONDEMNATION OR DESTRUCTION OF PREMISES: In the case of the premises being rendered substantially untenantable by reason of damage by fire, flood, or other cause or by reason of condemnation by governmental acts, Landlord, at Landlord's option, may terminate this Rental Agreement without liability to Tenant or may require Tenant to temporarily vacate the premises pending the making of necessary repairs. In the latter event, the rental otherwise payable under this Rental Agreement shall be abated for the period that Tenant is required to vacate the premises.

12. SALE OF PREMISES: In the event the premises are sold prior to the termination of this Rental Agreement and the purchaser shall desire possession of the premises, the Tenant shall cancel this Rental Agreement and surrender possession, executing any documents deemed necessary to evidence complete cancellation of the Rental Agreement; provided the Landlord gives Tenant 30 (thirty) days written notice of said sale.

13. ATTORNEY'S FEES: In the event of any default or breach of this Rental Agreement, the non-breaching party shall be entitled to recover all costs and expenses, including a reasonable sum for attorney fees, expended or incurred by reason of any default or breach of any of the terms of this Rental Agreement, whether or not suit is filed. The parties agree that venue for any dispute shall be proper in the county in which the premises are located, and Tenant hereby grants to Landlord authorization to obtain information from credit reporting agencies for the purposes of locating the Tenant. Any unjustified claim by Tenant is considered a breach of the Rental Agreement. Landlord and Tenant agree to waive their right to trial by jury.

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14. AS IS / PREMISES NOT READY AT COMMENCEMENT OF TERM / MOVE-IN REPORT:

Tenant agrees to accept the premises “AS IS” at the commencement of the term of this Rental Agreement, **unless a prior written agreement is made.** In the event the premises are not ready for occupancy at the commencement of the term of this Rental Agreement, Landlord shall not be liable to the Tenant and this Rental Agreement shall remain in force and effect except that rent otherwise payable under this Rental Agreement shall abate for the period until premises are ready for occupancy. Tenant has or will inspect the premises prior to or immediately upon occupancy and will report in writing, **(the Move-In report provided to Tenant at time Rental Agreement is signed)**, to Landlord any damages and/or defects in the premises within 10 (ten) days. Any damages or defects not reported to Landlord as required in this paragraph shall be deemed to have been caused by Tenant and Tenant shall be responsible for all cost of repairs for said damages and/or defects. Tenant agrees that premises are in a clean and undamaged condition at the time of move-in, unless otherwise stated on the move-in report.

AGENT

TENANT_____

15. LIABILITY / ABANDONMENT / DEFAULT: Tenant agrees that all personal property, belonging to Tenant, kept in or on the premises shall be at the risk of the Tenant. In the event of abandonment or default of this Rental Agreement on the part of the Tenant, Landlord may, at Landlord’s option, retake possession of the premises including the personal property of the Tenant and dispose of said personal property at Landlord’s discretion and Tenant waives any claim for damages against Landlord arising out of the disposal of said personal property and agrees to indemnify Landlord from claims therefrom. Tenant further agrees, in the event that collection efforts are necessary to make the Landlord whole for monies owed Tenant shall allow all available means to be used, including the request of credit report(s). Any amounts owing by Tenant shall accrue at a rate of 18% per annum. Tenant further agrees to secure personal belongings by way of renter’s insurance or some other means for any losses or damages incurred to Tenant’s rental property.

16. PREMISES LOCATED IN ASSOCIATION CONTROLLED COMMUNITY: In the event the premises are located in an association-controlled community Tenant agrees, at all times, to obey and abide by all rules and regulations as set forth by that Association, including the Association’s Board of Directors and managing agents. Any fines or charges assessed due to Tenant’s action(s) shall be paid immediately by Tenant.

17. PREMISES LOCATED IN A MULTI-UNIT COMPLEX: In the event the premises are located in a multi-unit complex Tenant agrees to obey and abide by all rules, regulations, and notices as delivered to Tenant by Landlord.

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18. ENVIRONMENTAL ISSUES: Tenant agrees and understands that there are certain environmental hazards that could be present on the premises, including but not limited to radon gas, asbestos, and lead-based paint. Tenant agrees not to, or attempt to, hold Landlord liable for any reason arising from any environmental problem. If this property (premises) was built before 1978 it may contain lead-based paint and the Department for Housing And Urban Development (HUD) and the Environmental Protection Agency (EPA) has determined that lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Landlord has no knowledge of lead-based paint and/or lead-based paint hazards relating to these premises. Landlord has no records or reports available relating to lead-based paint and/or lead-based paint hazards relating to these premises. Landlord shall provide, as attached, a pamphlet developed by HUD, EPA, and the Consumer Product Safety Commission (CPSC), titled “Protect Your Family from Lead in Your House.”

19. LANDLORD / TENANT RELATIONSHIP: Tenant agrees and understands that Landlord **will not** at any time act as Tenant’s agent. Landlord is the agent of the Management Company.

20. ALL AMENDMENTS MUST BE IN WRITING / ORAL AGREEMENTS INVALID / WAIVER: This Rental Agreement and the attachments hereto constitute the entire agreement between the parties and all prior discussions and proposals are contained herein. Neither party shall be bound by any other or different terms unless those terms are first reduced to writing and signed by the parties. Tenant acknowledges that they may not rely on any oral statement made by an employee of the Landlord and that they are not released from any obligation of this Rental Agreement until such time as the release is reduced to writing and signed by an authorized agent of Landlord. Any waiver by the Landlord of a breach of any covenant herein contained which is to be kept or performed by the Tenant shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent Landlord from declaring a forfeiture for a succeeding breach, either of the same covenant or otherwise.

21. PAYMENT OF FUTURE RENT: In the event that Tenant shall be in default of the payment of rent or any other term or covenant of this Rental Agreement, Landlord may make such demand of Tenant as required by law and proceed with legal action to regain possession of the premises and to dispossess Tenant, all without terminating Tenant’s obligations under this Rental Agreement. If Landlord regains possession of the premises pursuant to this paragraph, Landlord shall use reasonable efforts to rent the premises and shall apply any rent received first to costs to recover possession and restore the premises to rentable condition and then to sums due by Tenant pursuant to this Rental Agreement.

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22. **REQUIRED RENTAL INSURANCE.** Landlord, Owner, or Manager does not maintain insurance to cover the personal property of Tenant(s) or personal injury to Tenant(s), their guests or occupants. Tenant(s) is required to obtain rental insurance to cover public liability and property damage from whatever cause to his person or property and to the person or property of those on the premises with his consent, and Tenant(s) shall indemnify and hold all other parties harmless from all claims arising from any such injury or damage throughout the term of the tenancy. Tenant(s) is responsible to obtain insurance within seven (7) days of residing on the Premises and to have it prepaid for the duration of the initial Lease period – one (1) year. Should any injury or damage occur within the first seven (7) days or prior to obtaining rental insurance, Tenant(s) shall indemnify and hold all other parties harmless from all claims arising from any such injury or damage. Tenant agrees to list The Praxus Group and its Agent on the Rental Insurance Policy and to submit a copy of the entire insurance policy binder to the Rental Agent.

AGENT

TENANT _____
TENANT _____
TENANT _____

IN WITNESS WHEREOF, this Rental Agreement is executed the day and year first above written.

The Praxus Group LLC

DATE: _____