

Heart of University Housing at Greeley (HUG)

P.O. Box 66 Boulder, CO 80306-0066
(970) 405-HUGS (4847)

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this ____ day of _____, _____, by and between the owners of the premises doing business as HUG, (the "Landlord"), and the following named Resident/Tenant (individually the "Tennant"):

Tenant: (Please type or print name) First Name Last Name.

1. TERM: Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the following identified property:

- (____) a. **Six-plex UNIT No.** ____ located at 2010 8th Avenue, Greeley, Colorado; or
- (____) b. **"Hansen House" @ 2014 8th Avenue, Greeley, Colorado;** or
- (____) c. **Victorian House @ 2002 8th Avenue, Greeley, Colorado;** or
- (____) d. **Three-plex UNIT No.** ____ 2004 8th Avenue, Greeley, Colorado;

(Hereinafter referred to as "Unit"), to have and to hold the same with all appurtenances for the term of this lease, for the use by NO MORE THAN ____ FULL TIME OCCUPANTS, which shall be from noon on the 17th day of **May, 2003**, until noon on the 15th day of **May, 2004**.

2. RENT: Tenant covenants and agrees to pay Landlord the sum of _____ for the full term of this lease. All rent is payable in advance. All rent that becomes due and payable pursuant to this lease agreement shall be paid by Tenant to Landlord either: (i) in full upon the execution of this lease agreement, or (ii) in accordance with the following payment schedule:

\$150.00 to be paid on the 17th day of **May, 2003** and covering from **May 17th, 2003** through **May 31st 2003**.

\$ 300.00 to be paid on the 1st day of each subsequent month through the month of **June, 2003** and **April, 2004**; and

\$150.00 to be paid on the 1st day of **May, 2004** and covering from **May 1st, 2004** through **May 15th 2004**.

All Checks Shall Be Made Payable To: HUG. Tenant shall have the right to prepay all or any portion of the rents due pursuant to this lease agreement at any time, without interest. Rent shall be payable to Landlord as follows:

- (i) By delivering the same to Landlord's On-Site Manager; or
- (ii) By Mailing the same to Landlord c/o HUG at:
P.O. Box 66 Boulder, CO 80306-0066

Landlord Contacts:

Roberta Gantz (303) 809-8264

Managers:

Ryan Wallace: (970) 405-HUGS

3. Late Rent or Returned Check:

(i) Tenant understands and agrees that if the total monthly installment due for any given month during the term of this lease is NOT RECEIVED BY LANDLORD ON OR BEFORE THE FIFTH DAY of said month, that there will be a \$25.00 late charge fee assessed, on the sixth day. Further, for each additional day, commencing with the seventh day, that said monthly rent remains unpaid, and additional \$10.00 per day late charge fee will be assessed until said monthly installment and all additional late charge fees are paid in full.

(_____ initials)

(ii) Tenant understands and agrees that, in the event Tenant uses a check to pay rent, security deposits, or any other payments due pursuant to this lease agreement, and said check is returned by Tenant's bank unpaid for any reason, Landlord will assess Tenant with a "returned check fee" in the amount of \$30.00, plus all Bank charges assessed against Landlord by its Bank for the processing of said returned check. The face amount of said returned check plus all "returned check fees" shall be immediately paid for by Tenant upon presentation of said check by Landlord. Any check that is returned unpaid which was used by Tenant to make a monthly rent payment will be further subject to the late charge fees as stipulated in Paragraph No. 3. (i). of this lease agreement if not corrected on or before the 5th day of the given month that said rent is due.

Tenant's promise to pay late charges and/or returned check fees is a dependant covenant to the Tenant's right to continue to occupy the Unit and may be demanded by Landlord as unpaid Rent.

4. Security Deposit: Tenant agrees to deposit with Landlord a security deposit in the amount of **\$300.00**, with said security deposit to be held by Landlord during the term, or any extended term, of this lease. Said security deposit shall be paid to Landlord upon the execution of this lease.

Landlord hereby acknowledges the receipt of \$ _____ to be held as a security deposit pursuant to this lease.

Said security deposit may be applied and retained by Landlord to pay for any damages beyond normal wear and tear, for any amount owed for utility services, or abandonment of the Unit, or, to the extent permitted by Colorado laws, any other costs or damages sustained by Landlord by reason of the failure of Tenant to comply with any term provision, covenant or agreement contained in this lease.

Tenant hereby understands that said security deposit is not a pre-payment of Rent and Landlord shall not be obligated to apply said deposit to any unpaid Rent or portion thereof.

Within forty-five (45) days after termination of tenancy and the vacation of the Unit by Tenant, Landlord agrees to deliver to Tenant a statement indication the basis for which Landlord retained any of said security deposit (i.e. cleaning and/or repair charges) along with a check refunding the balance as provided by Colorado law. Any refund to Tenant will be specifically be subject to Tenant returning all keys to the Unit and Laundry Room that were initially issued to Tenant, that unit is thoroughly cleaned and left in as good a condition as when originally delivered to Tenant (ordinary wear and tear excepted), and Landlord verifies that all electric, gas, cable TV, and phone accounts held in Tennant's name have been closed and/or paid in full.

5. Utilities: Landlord agrees to pay for all water, sanitation sewer, and trash removal charges associated with HUG. Tenant agrees to pay for all electricity, natural gas, cable TV, and/or phone charges associated with the Unit. Note: Each Unit is metered separately and natural gas, with each having its own forced air natural gas furnace and hot water heater.

Prior to occupancy, and commencing no later that the effective date of this lease, Tenant agrees to arrange for the billing to the Tenant at his/her address and his/her name for electricity and natural gas charges assessed against the Unit for the entire term of this lease. Tenant, at his/her option, may also arrange for the billing to Tenant at his/her address and in his/her name for phone and cable TV service if desired. Tenant covenants and agrees to pay for all utilities charges assessed to the Unit during the Term of the lease.

6. TENANT'S COVENANTS AND AGREEMENTS: Tenant covenants and agrees:

- A. To use the Unit solely for residential and related purposes by no more than the number of occupants as stated in Paragraph No. 1;
- B. To keep the Unit and surroundings in good, safe, clean and sanitary condition at all times;
- C. To NOT use the Unit and/or surroundings for any illegal or immoral purposes, including, but not limited to the use, sale or possession of controlled substances;
- D. To do all things requested by Landlord to comply with insurance policies of Landlord covering the Unit, Building and/or surroundings, or any property therein, and to do nothing which would limit, vitiate or increase the premiums payable for such insurance; (NOTE: Landlord's insurance policies DO NOT cover tenant's personal property. It is recommended that Tenant obtain individual "renter's property insurance" coverage).
- E. To NOT commit or permit objectionable or disorderly conduct, or conduct which disturbs or annoys others, including sound, light, vibrations or odors being emitted from the Unit which others find objectionable; To obey and comply with all laws of the City of Greeley and State of Colorado with respect to public nuisances, including but not limited to, violent behavior, assaults or other illegal or inappropriate conduct;
- F. To NOT keep or have any roomers or boarders;
- G. To NOT keep or have any pets, or to allow visiting pets, including, but not limited to dogs, cats, birds, hamsters, snakes, lizards, lions, tigers, elephants, etc,...
- H. To NOT run dirt, rubbish, trash or any other thing into the plumbing or at any place outside of the Unit except in receptacles designated for the same by Landlord;
- I. To NOT change any locks or place any additional locks upon any of the doors or windows;
- J. To NOT alter, repair, paint or improve the Unit or surroundings without the express written consent of Landlord;
- K. To NOT place anything on balconies, porches or front steps (including BBQ grills), in windows, or elsewhere which, in Landlord's sole opinion, will adversely affect the exterior appearance of the building or surroundings;
- L. To take care in hanging pictures or other decorative items so as to minimize any damage occurring to the walls, ceiling or floors;
- M. To report immediately to the Landlord or landlord's agent any problem related to electricity, plumbing, appliances, etc. which Landlord agrees to repair in a reasonable period of time. Repairs required as a result of intentional abuse or negligence of Tenant lie... repairs or damages beyond normal wear and tear) will be the responsibility of Tenant and Tenant agrees to repay Landlord for the expenses thereof (i.e. replacing broken glass, 'roto-rooter' service calls, replace lost keys, etc.).
- N. To NOT sub-let the Unit or transfer or assign this Lease without the express written consent of Landlord; Any sub-let of the Unit, or transfer or assignment of the Lease as approved by Landlord shall be subject to a \$ **0.00** processing fee to be paid at the time of transfer; NOTE: ALL Unit occupants must fill out the HUG COMMUNITY RENTAL APPLICATION form whether they are a party to the Lease Agreement or not.
- O. To permit Landlord and/or Landlord's agents to enter the Unit for inspection or repair or to show the Unit to persons wishing to rent the same; While Landlord will attempt to contact Tenant prior to entering said Unit, Landlord expressly reserves the right to enter the Unit at any time.
- P. To NOT dismantle, remove or interfere with the proper functioning of the smoke alarms or fire extinguishers located in the Unit;
- Q. To not permit any unusual or excessive use or waste of water;
- R. To keep bicycles out of stairways and laundry rooms;
- S. Tenant acknowledges that HUG is a valued based community and Tenant acknowledges that no **EXCESSIVE** noise, partying, or alcohol is permitted inside or outside on HUG property boundaries; and Tenant acknowledges that the HUG community has a zero tolerance for cigarettes smoking and drug use and that the tenant assures responsibility for said community rules for tenant and visitors. (_____ initials)

7. COMMON LAUNDRY FACILITIES: All tenants of HUG shall have the right to use any of the laundry rooms located in the 2010 8th Avenue building. There are three (3) washing machines and three (3) dryers total, with one of each located on each level. Tenants agree to properly use said washers and dryers (i.e. to not overload the machines, or to not use machines to dye or change colors of fabrics, etc.). Tenants further agree to remove their laundry from said machines when laundering is completed and to leave the laundry rooms in a clean and neat manner. Tenants agree to report any malfunction of said washers or dryers to Landlord or Landlord's agent upon discovery of the same. A monthly cleaning fee may be collected for Tenants consistently leaving laundry rooms dirty.

8. PARKING ASSIGNMENTS: All Tenants must register their cars with Landlord or Landlord's agent at the time of making the Rental Application or upon exchanging cars. Off-street parking HUG is limited. There is NOT enough off street parking if each resident of HUG has a car. **Each Unit** will be assigned the equivalent of three (3) off-street parking spaces for the use of Tenants only. Additional vehicles and visitors will be required to park at legal locations on 20th Street, 21st Street or 7th Avenue, or wherever they are able to locate a legal parking space. **ALL PARKING SPACES ARE RESERVED TO THE UNITS AS ASSIGNED. TO NOT PARK IN OTHER ASSIGNED PARKING SPACES. CARS PARKED IN OTHER ASSIGNED PARKING SPACES MAY BE SUBJECT TO TICKETING OR TOWING AT THE CAR OWNER'S EXPENSE.**

9. HOLD OVER: Tenant shall give written notice to Landlord of Tenant's intent to either renew this Lease or to vacate the Unit at least SIXTY (60) DAYS prior to the expiration of the Lease Term. If Tenant intends to stay, a new Lease Agreement or an extension of this Lease Agreement will be entered into between Tenant and Landlord, with said Lease to be made effective at Noon on the last day of this Lease.

If Tenant shall fail to give such notice or shall remain in possession of the Unit after the expiration of the Lease Term, this Lease shall be deemed renewed upon the same terms and conditions except the term shall be a month-to-month tenancy until either a new Lease Agreement is entered into, or either party delivers sixty (60) days notice to the other of their intent to terminate this Lease. Unless otherwise agreed upon, all extended Lease termination dates will be Noon on the last day of a calendar month. Tenant is, and shall remain, liable for payment of Rent until the effective date of said termination.

10. CONDEMNATION OR DESTRUCTION OF PREMISES: In case the Premises shall be rendered substantially untenable by reason of damage by fire or other cause or by reason of condemnation, Landlord, at Landlord's option, may terminate this Lease without liability to Tenant or may require Tenant to temporarily vacate the Unit pending the making of necessary repairs. In the latter event, the Rent otherwise payable under this Lease shall be abated for the period that tenant is required to vacate the Unit.

11. DEFAULT: Upon default in the payment of any monthly installment, the entire unpaid amount of Rent shall, at the option of the Landlord, become due and payable at once without notice or demand. In the event of abandonment of the Unit by Tenant, or Tenant is evicted from the Unit, and any part of the Rent is unpaid, Landlord shall have the right, at its option, to retake possession of the Unit without further legal process. In the event there is any failure by the Tenant to comply With any term, provision, covenant or agreement of this Lease, Landlord shall have the right to either proceed with an eviction action in accordance with Colorado law, or to pursue any other remedy available at law or in equity for the collection of rent and/or the recovery of possession of the premises. If the Landlord shall elect to terminate the tenancy and take possession, it shall not constitute an election of remedies, and the Landlord may continue to hold the Tenant liable for the rent reserved herein, and the Landlord's other damages.

If, in the event of default by Tenant, Landlord retakes possession of the Unit and is able to rent the same for such rent and upon such conditions as Landlord deems to be in its best interest, Landlord shall give the Tenant credit to the amount of Rent herein reserved after deducting the cost of all expenses, including legal fees incurred, and Tenant shall be liable for the balance of the Rent herein reserved until the expiration of this Lease.

12. ABANDONED PERSONAL PROPERTY: In the event that Tenant abandons any property upon the premises after ceasing to occupy the Unit, then the Landlord may dispose of any such property in any way it deems fit, and shall have no obligation to account for such property or the proceeds. Such property is conclusively deemed abandoned if it remains on the premises for more than ten (10) days after Tenant ceases to physically occupy the Unit, or if it is directed to be removed by the Sheriff under a Writ of Restitution. Landlord may charge Tenant a storage fee in the event that Tenant reclaims any property left on the premises after Tenant ceases to occupy the Unit, and Landlord shall have a lien upon said property for a reasonable storage fee, and said lien may be foreclosed as provided in Paragraph No. 11.

13. RELEASE AND LANDLORD LIABILITY: Tenant hereby releases Landlord from any and all claims of loss or damage to Tenant's personal property due to any loss or damage sustained by fire, water, theft, or any other cause, in said Unit or surroundings.

14. JOINT AND SEVERAL LIABILITY: It is understood and agreed that each party signing this Lease as Tenant or cosigner is liable for the full amount of the Rent provided herein, as well as the performance of all other obligations in this Lease. The obligations of each such party are joint and several,

15. ATTORNEY'S FEES: It is hereby agreed between the parties that in the event Landlord incurs court costs or attorney's fees by reason of any default or breach by Tenant hereunder, Landlord shall be entitled to reasonable attorney's fees and court costs.

THIS LEASE AGREEMENT may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

**Heart of University Housing at Greeley
LANDLORD:**

By: _____

Print Name/Title _____

By: _____

Print Name/Title _____

TENANT:

Resident

Parent/Legal Guardian

Print Name:

Print Name:

Social Security No.

Relationship:

Phone Number: