

PERINGTON-MILLER & COMPANY

RESIDENCE LEASE AGREEMENT

THIS LEASE made and acknowledged, between Perington-Miller & Co., (the "Landlord") and _____ (the "Tenants"); In consideration of the payment of the rent and the performance of the promises as set forth below, the Landlord does hereby lease to the Tenant the following described residence situated in City and county of Denver in the State of Colorado, as identified by address, _____ and as identified by the following legal description (if so required).

TO HAVE AND TO HOLD the same with all the appurtenances unto the said Tenant from _____, and until _____, for a rental rate for the full term of _____, payable in monthly installments of _____, payable in advance on the 1st day of each calendar month thereafter during the term of this lease at the offices of Landlord located at 3609 Stuart St., Denver, CO. 80212, or by direct deposit as agreed.

THE TENANT, in consideration of the leasing of the premises agrees as follows:

1. To pay the rent for the premises as described above.
2. To keep the improvements upon the premises, including plumbing, wiring and glass in good repair, all at Tenant's expense if so caused by Tenant, and at the expiration of this lease to surrender the premises in as good a condition as when the Tenant entered the premises, loss by fire and ordinary wear and tear excepted. Tenant shall have a Renter Insurance Policy in full force and effect at all times during the term of Lease, and shall provide a copy of said policy to Landlord. Landlord and Owner shall not be liable for any damages or losses to person or property caused by other Tenants, or persons, theft, burglary, assault, vandalism, malicious mischief, or other crimes. Landlord shall not be liable for personal injury or damages to or loss of Tenant's personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, explosions, interruption of utilities, or acts of God unless same is due to negligence of the Landlord.
3. To sublet no part of the premises, and not assign the lease or any interest contained therein without written permission and consent of Landlord. Optional: Additionally, Tenants understand the interior premises are designated non-smoking and breach of said restriction shall cause Lease to be cancelled.
4. To use the premises only as a residence and to use the premises for no purposes prohibited by the laws of the United States or the State of Colorado, or of the ordinances of the City or Town in which said premises are located, and for no improper or questionable purposes whatsoever, and to occupy the same only as a private residence.
5. To neither hold or attempt to hold the Landlord or Owner liable for any injury or damage occasioned by defective wiring or by the breaking or stopping of the plumbing or sewage upon the premises, whether the breaking or stoppage results from freezing or otherwise; to neither permit any sign or card to be placed on the premises for rooming or boardinghouse purposes, nor to permit any room in said house to be used for cooking purposes, except the kitchen or other room designated for said purpose, nor make any alteration or change in, upon or about the said premises without first obtaining the written consent of the Landlord; but to permit the Landlord to place a "For Rent" sign upon the premises at any time after thirty days beginning thirty days before the expiration of this Lease Agreement.
6. To allow the Landlord to enter upon the premises at any reasonable hour for emergency repair services or other related issues. Landlord shall give Tenant reasonable notice to enter the premises for non-emergency purposes.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LANDLORD AND TENANT AS FOLLOWS:

7. All charges for water & sewer of said premises are to be paid by Landlord. All charges for heating of said premises are to be paid by Tenant. All charges for gas & electrical expenses of said premise are to be paid by Tenant. Landlord has provided (EXAMPLE) new carpet, new paint, floor coverings, (1) stove, (1) refrigerator, (1) disposal, (1) dishwasher, (1) washer & (1) dryer, (1) microwave) (2) wok holders, (1) garage door opener, new windows, smoke alarms, and new "Venetian Blind" type window coverings, etc. ***To be determined to actual inclusions.***
8. No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach. **A fee of \$50.00 will be charged for any returned checks for non-sufficient funds or any other related cause.** Landlord may request an inspection of the property with reasonable notice to Tenants.

9. If, after the expiration of this lease, the Tenant shall remain in possession and continue to pay rent without a written Lease Agreement as to such possession, then such Tenancy shall be designated as a month-to-month Lease, at a monthly rental, payable in advance, equivalent to the last month's rent under this Lease Agreement, and subject to all the terms and conditions of said Lease Agreement. Tenant may have the option, at to extend the Lease for 1 year, at the same rate, as may be amended, with written notice to Landlord within 60 days prior to lease expiration and with Owners approval.

10. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Landlord may, without being obligated to do so, and without terminating this Lease Agreement, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Landlord may deem best, making such change and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenant shall be responsible and liable for the balance of the rent herein reserved until the expiration of the term of this Lease Agreement.

11. The Security Deposit shall be returned to the Tenant, or written accounting made therefore, listing the exact reasons for the retention of any portion of the Security Deposit, within Thirty (30) days after termination of the Lease Agreement, or surrender and acceptance of the premises. The Landlord shall make any written statement by mailing said statement to the last known address of Tenant. (See attached Security Deposit Agreement).

12. It is agreed that if the Tenant shall be in arrears in the payment of any installment of rent, or any portion thereof, or in default of the covenants or agreements herein contained to be performed by the Tenant, which default shall be uncorrected for a period of 5 days after Landlord has given written notice thereof, Landlord may, at Landlord's option, without liability for trespass or for damages; enter into and upon said premises, or a portion thereof; declare the terms of this Lease Agreement ended; repossess the said premises as of the Landlord's or Owner's former estate; peacefully expel and remove the Tenant as allowed by law, those claiming under him, or any person or persons occupying the same and their effects; all without prejudice to any other remedies available to the Landlord for arrears of rent or breach of covenant as relates to the Lease Agreement.

13. Disorderly Conduct/Conduct of Guests: Tenant shall be responsible for the conduct of their guests and guests as well as Tenant shall comply with all state, city, county and homeowners association policies, rules, regulations, bylaws and laws that govern and regulate the applicable behavior and noise ordinances. Tenant and guests alike shall comply fully and violation thereof by a guest shall be a violation of the Tenant and cause Lease to be cancelled. Further, Tenant shall not be disorderly or permit any disorderly conduct of guests in or about the subject property. Excessive visits, as determined by Landlord, by law enforcement for violations of law may cause the Lease to be cancelled.

14. Pets: Unless otherwise agreed to by Landlord, absolutely no pets are of any kind shall be allowed in or on the property. Any Agreement to allow a pet is revocable at any time due to misconduct by pet and/or Tenant without effect to the other provisions of this Lease, in the sole discretion of Landlord. See attached PET AGREEMENT.

15. In the event of any dispute arising under terms of this Lease Agreement, or in the event of non-payment of any sums arising under this Lease Agreement and in the event the matter referred to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs so determined, to receive reasonable attorney's fees from the other party.

16. In the event any payment required hereunder is not made within five (5) days after payment is due, a late charge in the amount of five percent (5%) will be paid by the Tenant, in addition to the rental amount owed.

THIS LEASE AGREEMENT shall be binding on the parties, their personal representatives, successors and assigns.

ADDITIONAL PROVISIONS

_____ Philip Perington, Landlord for Owner	_____ Date	_____ Tenant(s)	_____ Date
			_____ Date