

including but not limited to, any collection costs and reasonable attorneys' fees from the date any such matter is turned over to an attorney and regardless of whether suit is commenced. Owner/Agent and Tenant agree that any action or proceeding arising out of or in any way connected with this Agreement, regardless of whether such claim is based on contract, tort, or other legal theory, shall be heard by a court sitting without a jury and thus Tenant hereby waives all rights to a trial by jury. In any suit, Owner/Agent and Tenant agree that the court shall award to Owner/Agent Owner/Agent's reasonable attorneys' fees and costs, if Owner/Agent prevails in any such suit. Tenant agrees that suit shall have the broadest possible meaning and includes by way of example, but not by way of limitation, any lawsuit, governmental agency action, including but not limited to, any fair housing claim, or any other proceeding, between Owner/Agent and Tenant to enforce this Agreement, arising from this Agreement, or in any way connected with this Agreement or Tenant's tenancy at the Premises, including but not limited to, litigation concerning Tenant's Security Deposit. Notwithstanding anything to the contrary in this paragraph or Lease, Owner/Agent and Tenant agree that the Court shall award the prevailing party in any eviction, unlawful detainer, or action brought under C.R.S., §13-40-101, et seq., their reasonable attorneys' fees and costs.

TERMINATION

21. Tenant shall notify Owner/Agent of their intent to renew or terminate this Lease Agreement in writing at least thirty days prior to expiration of the Lease Agreement. Failure to do this will result in Tenant being charged up to one month's rent. Partial rents will not be accepted if Tenant vacates prior to the end of the month. Any renewal shall require written approval by Owner/Agent, which may be withheld in Owner/Agent's sole discretion. Should the Tenant continue to occupy the Premises after the effective date of termination, per proper notice by either party, the Tenant will be considered as "holding over" and the new monthly rent, known as Holdover Rent, shall be twice the amount as last charged prior to termination. Tenant shall continue to adhere to all contract terms and conditions, rental payments and utility costs through and up to the end of the Lease Agreement or the date that all keys and garage door opener remotes, if any, for the property are returned to the Owner/Agent, at Owner's/Agent's address of notice, whichever is later. Upon termination, if house keys, mail box keys, HOA community access keys, HOA parking passes or garage door opener remotes are not returned to Agent's address of notice, even if they are left at the property, Tenant shall be charged a \$150 fee per item type in addition to any Holdover Rent accrued through the date Agent notices or is notified in writing that Premises is vacant.

MOVE-OUT TERMS

22. Upon move out Tenant agrees to the following, and will be charged to correct any noncompliance:

- A. Tenant shall have all carpeted areas professionally steam cleaned (via a truck-mounted system) after all personal belongings have been removed from the premises. **Tenant shall use one of Agent's preferred carpet cleaning vendors.** Should the carpet cleaning company recommend additional deep cleaning, stain treatment, or odor treatment, Tenant must agree to and pay for these additional costs. Upon completion, proof of service must be submitted to Agent at its address of notice;
- B. Tenant shall have all chimney flues professionally cleaned (if the home has a wood burning fireplace or wood burning stove). Upon completion, proof of service must be submitted to Agent at its address of notice;
- C. Tenant shall have all light bulbs and all detectors in working order;
- D. Tenant shall clean the entire Premises, including (but not limited to) the oven, refrigerator, walls, ceilings, windows, baseboards, blinds, fans, cabinets, overhead fixtures, bathrooms, etc. Regardless of who corrects any cleanliness issues noted on Tenant's move-in report/notice defined under "Inspection

& Inventory” of this contract, Tenant is still required to return the Premises in a professionally cleaned condition;

- E. Tenant shall fill nail holes in walls and return to original condition and shall make any other repairs needed, beyond normal wear and tear. **Dirt is not normal wear and tear**;
- F. Tenant shall remove and clean up all personal belongings, trash, and pet droppings;
- G. Tenant shall mow and trim the lawn and rake leaves, if applicable;
- H. A coordination fee of \$50 per hour (with a minimum of \$25 per vendor) will be charged to Tenant for coordinating the correction of any Tenant caused damage and/or cleaning;
- I. Tenant will be responsible for Holdover Rent during time property is not rentable or not fully marketable because of Tenant caused damage or noncompliance with the Move-Out Terms;
- J. **Tenant shall not turn off the utilities.** Tenant shall ask for a final reading the day after the last day of the lease Term;
- K. Tenant shall return all house KEYS & GARAGE DOOR OPEN REMOTES to Agent’s address of notice;
- L. Tenant shall furnish Agent with a forwarding address;
- M. **Tenant is responsible for the entire last month’s rent, regardless of date Tenant vacates. Tenant may not treat Security Deposit as the last month’s rent payment. Should Tenant fail to pay last month’s rent and/or attempt to pay the last month’s rent by use of the Security Deposit, Tenant shall be in default of its rent payment obligations, Tenant shall be in immediate violation of its Lease obligations without any further notice, shall pay an additional fee of \$250, and all provisions, fees, charges, interest, and other provisions of this Lease related to late and/or nonpayment of rent shall apply and be assessed**;
- N. Any personal property left by Tenant will be deemed abandoned and will be removed and disposed of at Tenant's expense. Owner/Agent has no obligation to store or protect any personal property left by the Tenant.

BANKRUPTCY/FORECLOSURE

23. If the property goes into foreclosure, the Lease Agreement remains in effect until the issuance of the Public Trustees deed. At that point, the Lease Agreement is voided and continued occupancy is subject to the directives of the new Owner. In the event the leased Premises should become involved in foreclosure proceedings, Tenant affirms and agrees that neither Agent nor Owner shall be held responsible or liable for any expenses incurred by Tenant due to foreclosure of the leased Premises described herein.

EARLY TERMINATION

24. A. Military Clause: The Tenant shall have the privilege of terminating this lease due to military orders in accordance with the Servicemember’s Civil Relief Act (SCRA). Tenant must notify Agent of their intent to terminate this Lease Agreement in writing, and said notice must be accompanied by a copy of Tenant’s orders. Termination would then occur at the end of the next calendar month.
- B. If Agent is presented with a restraining order issued by a court citing domestic violence perpetrated against one of the named Tenants, Tenant may terminate this agreement with thirty (30) days prior written notice. Tenant will additionally be responsible for one month’s rent beyond the 30-day notice period payable within 60 days of termination.
- C. If the Tenant terminates possession of the property under this Lease Agreement for any other reason prior to the Term end date, Tenant shall be liable for the following costs: