



Wilson & West Properties, LLC

Lease-Rental Agreement

Date: _____

Tenant Name(s):

PAYABLE

RECEIVED

First and last months rent

Security deposit

TOTAL

Tenant hereby agrees to lease from Wilson & West Properties, LLC the premises situated at _____ upon the following terms and conditions.

I. TERM: The initial term of the lease will be for _____ commencing _____ and ending _____ unless terminated as herein provided.

II. RENT: Payment due shall be \$ _____ per month payable to Wilson & West Properties, LLC upon the first day of each calendar month. Payment must be mailed to Wilson & West Properties at 960 Alexandria Drive, Loveland, Colorado 80538.

III. LATE FEE: In the event that rent is not received within five days of the due date, a late charge of \$25.00 is assessed with an additional fee of \$5.00 per day thereafter. This provision is not to be construed as a waiver of the right of Wilson & West Properties, LLC to evict tenant for non-payment of rent on or before the rent due date specified.

NOTE: Failure to pay rent by the 10th is considered a breach of contract, and tenant may be served with a 3-day written notice to either pay rent and all applicable late fees or vacate the property.

IV. RETURNED CHECKS: Tenant agrees to pay \$20.00 for a returned bank check plus any additional late fees. After one returned check, only a certified check will be accepted for the duration of the contract.

V. EARLY TERMINATION: If tenant vacates the premises prior to 12 months of occupancy, tenant will be responsible for the said rent until new tenants are found and on lease. There will be a \$475 early-termination fee.

NOTE: If tenant leaves without a full 30-day written notice, tenant is responsible for the full rental period. Tenant is also responsible for paying a full month's rent in the event of vacating the property mid-month. (House is rented from the first day to the last day of each month.) Tenant shall have house cleaned and made ready for the next tenant upon vacating the property. If additional cleaning is required, tenant will be charged at a rate of \$25.00 per hour.

VI. RENTER'S INSURANCE: Tenant acknowledges that Wilson & West Properties, LLC does not provide insurance for tenant's personal property. Tenant is encouraged to obtain renter's insurance. Wilson & West Properties, LLC is not responsible in any way for tenant's personal property.

VII. HOA: Tenant agrees to abide by the rules and regulations of Spring Mountain HOA and is liable for any fees incurred by violation of said rules.

VIII. HOUSE RULES: Tenant agrees to the following rules:

1. No pets. Tenants found with an animal on the property will be charged \$50.00 plus any costs incurred by damage from the animal.

2. There will be no repair or remodeling of automobiles anywhere on the property.
3. No smoking on or in the property by tenants or guests.
4. No waterbeds allowed.
5. Tenant agrees to maintain property in a clean and orderly manner including but not limited to frequent mopping, vacuuming, cleaning of appliances, windows, toilets, showers/tubs, sinks, etc., and routine yard maintenance.
6. Tenant agrees to not engage in any illegal activities or activities that may endanger owner's property or the safety of other tenants. No commercial enterprise shall be conducted from the property.
7. Children shall not play on the porch, balcony or stairs of the building. Children shall not be left unattended.
8. Baby carriages, strollers, tricycles, and bicycles shall not be left on the porch or in the front yard.
9. No wires, cables, or aerials for radio or television purposes shall be installed upon the roof or other parts of the building.
10. Nothing shall be thrown by the tenants or visitors from the windows or doors. All garbage shall be well wrapped and placed in the garbage can.
11. No venetian blinds, awnings, draw shades or non-conforming curtains or drapes shall be installed on windows without the written permission of Wilson & West Properties, LLC.
12. Tenant shall promptly report all leaky faucets, toilets, or appliances.
13. The tenants and guests shall have due regard for the comfort and enjoyment of the persons occupying adjoining or neighboring properties. Musical instruments, radio, television, etc., shall be played during reasonable hours at a reasonable volume.
14. All toys shall be picked up each evening from the yard and walk.
15. Toilets, sinks, and wash basins are to be used only for the purpose for which they are intended. No dust, rubbish, coffee grounds, flammable liquids such as gasoline, kerosene, paint thinner, turpentine, etc., are to be put in them.
16. Pictures may be hung on the walls using only a standard picture hanger that uses a small nail. For any holes found in the walls that are bigger than a small nail, the tenant will be charged \$5.00 per hole. No stick-on hooks are to be used.
17. No painting, staining, or wallpapering shall be done without written permission from Wilson & West Properties, LLC.
18. Tenants shall conduct themselves in and around the premises in an orderly, personable manner and not in any raucous, boisterous, rowdy, or otherwise obnoxious manner that would tend to disrupt the peaceful enjoyment of persons occupying adjoining or neighboring properties. Tenants agree that they will require any guests or others using the said premises with their permission to conduct themselves in the same manner.
19. Tenant is responsible for any plumbing stoppages not related to the main sewer laterals. Tenant is also responsible for any jamming of the garbage disposal. Tenant agrees not to pour any grease or toxic chemicals of any kind down the drains.
20. Tenant agrees to be responsible for any furniture or appliances belonging to Wilson & West Properties, LLC, including windows, window screens, window blinds, hoses, sprinklers, refrigerator, range, microwave, etc. Appliances belonging to Wilson & West Properties, LLC on the premises include _____.
21. Tenant will not re-key or change locks on doors on the property.

IX. USE: Property shall be used by the immediate family only.

X. ASSIGNMENT OR SUBLETTING: Tenant shall not assign or transfer this agreement or sublet any portion of the property without written approval by Wilson & West Properties, LLC.

XI. MAINTENANCE AND REPAIRS: Wilson & West Properties, LLC shall be responsible for building maintenance. Tenant is responsible to notify Wilson & West Properties, LLC of needed repairs. Tenant will be liable for costs of repairs that have not been reported in a reasonable time to stop property damage. Tenant is not to use personal carpet cleaning equipment on carpets or drapes. Wilson & West Properties, LLC will arrange to have carpets and drapes professionally cleaned if needed and the cost will be deducted from the deposit.

XII. ENTRY AND INSPECTION: Tenant agrees to allow Wilson & West Properties, LLC the right of entry at any time for the purposes of inspection, repairs, or to show prospective renters. When repairs are ordered, it is understood that permission is given to enter and repair property without additional notification. Wilson & West Properties, LLC will provide tenant with 48 hours notice prior to entry, except in the case of emergency repairs.

XIII. SECURITY DEPOSIT: The security deposit set forth above shall secure the performance of tenant's obligations herein. Wilson & West Properties, LLC may, but shall not be obligated to, apply all or portions of said deposit on account of tenants obligations herein. Any balance remaining upon termination shall be returned to tenant. Tenant shall not have the right to apply the security deposit in payment of any month's rent. Tenant clearly understands that Wilson & West Properties, LLC can and will pursue tenant for damages to the property in excess of the security deposit.

XIV. SECURITY DEPOSIT REFUND: Any returnable deposit shall be refunded within 30 days from date possession is delivered to Wilson & West Properties, LLC, providing tenant has given Wilson & West Properties, LLC written notice of a forwarding address.

XV. KEYS: There will be a charge of \$5.00 per key for keys not returned by tenant and/or duplicate keys issued to tenant by Wilson & West Properties, LLC.

XVI. ATTORNEY'S FEES: In the event Wilson & West Properties, LLC shall prevail in any legal action brought by either party to enforce the terms hereof or relating to the demised premises, Wilson & West Properties, LLC shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

XVII. DEFAULT: Any failure by tenant to pay rent when due or perform any term thereof shall, at the option of Wilson & West Properties, LLC, terminate all rights of tenant hereunder. All property on the premises is hereby subject to a lien in favor of Wilson & West Properties, LLC for payment of all sums due hereunder to the maximum extent allowed by law. In the event of a default by tenant, Wilson & West Properties, LLC may elect to (a) continue the lease in effect and enforce all rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time terminate all the tenant's rights hereunder and recover from tenant all damages owner may incur by reason of the breach of this contract, including the cost of recovering the premises.

XVIII. WAIVER: No failure of Wilson & West Properties, LLC to enforce any term hereof shall be deemed a waiver nor shall any acceptance of a partial payment of rent be deemed a waiver of right to the full amount thereof.

XIX. NOTICES: Any notice which either party may or is required to give may be given by mailing the same, postage paid, to tenant at _____ or to Wilson & West Properties, LLC at 960 Alexandria Drive, Loveland, Colorado 80538. Notice of intent to move may be completed online at WilsonandWestProperties.com.

ADDITIONAL TERMS AND CONDITIONS:

THE UNDERSIGNED TENANT(S) HEREBY AGREES TO THE RULES, TERMS AND CONDITIONS IN THIS CONTRACT AND ACKNOWLEDGES RECEIVING A COPY.

TENANT:

DATE:

TENANT:

DATE:

Wilson & West Properties, LLC
960 Alexandria Drive
Loveland, Colorado 80538

Contact:
Brian and Connie Wilson
801.358.3509