

**THIS IS A LEGAL AND BINDING DOCUMENT. IF NOT UNDERSTOOD, LEGAL, TAX, OR
OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.**

RESIDENTIAL LEASE

THIS RESIDENTIAL LEASE (the "Lease"), is made by and between **Aggie Properties, LLC**, a Colorado Limited Liability Company, its successors and/or assigns (the "Landlord") as the agent and/or owner of the following described premises, and **[Tenant Name(s) Here]** (individually and collectively, the "Tenant").

NOW THEREFORE, in consideration of (i) the payment of rent and the performance of the promises by the Tenant, and (ii) the mutual covenants, all as set forth below, the Landlord and Tenant hereby agree as follows:

1. Lease of the Premises.

a. The Landlord hereby leases to the Tenant the premises located at **PROPERTY ADDRESS HERE, Fort Collins, Colorado 80521** (the "Premises"), to be occupied under the terms cited and conditions set forth in this Lease. The term of this Lease shall be from 12:00 o'clock (noon) on **January 1, 2006**, until 12:00 o'clock (noon), on **July 31, 2006** (the "Term"). The Premises shall be occupied and used only as a residence by said Tenant. The number of adult occupants shall be limited by the number of bedrooms on the Premises (one bedroom per adult, unless living as a married couple) as well as the number of parking spaces available, subject to Provision 19c below. Only the following identified children are permitted to occupy the Premises without the advance written permission from the Landlord: **None**. If an additional person or additional persons (adults or children) occupy the Premises without the advance written permission of Landlord, then Tenant shall be obligated to pay Landlord, immediately upon demand, an additional amount equal to \$100.00 for each day each such person occupies the Premises. Such breach and resulting payment obligation shall not preclude Landlord from also treating this as a breach of the Lease and exercising any other rights or remedies arising from a breach hereunder.

b. If Landlord is unable to deliver the Premises to Tenant on or before the commencement of the Lease as set forth above, for whatever reason, including a previous tenant's failure to vacate, Landlord shall not be in default hereunder. In any such event, Tenant agrees to accept possession of the Premises at such time as Landlord tenders the Premises to Tenant with the appropriate rent abatement until possession. Tenant waives any right to collect damages as a result of Landlord's failure to deliver the Premises on the specified date. If the Landlord is unable to deliver possession within 14 days of the commencement date above, through no fault of the Tenant, the Tenant's sole remedy is to give Landlord written notice of termination of the Lease, in which event this Lease shall automatically terminate.

2. Condition of the Premises, Liability and Indemnity.

a. As of the commencement of this Lease, the Tenant acknowledges that the Tenant has examined the Premises and is satisfied with the condition thereof, notwithstanding that there may be some minor items of cleaning or repair that may be disclosed pursuant to the provisions below. Taking possession of the Premises is conclusive evidence of the fact that Tenant accepts the Premises as being in good order and satisfactory condition (except for minor items of cleaning or repair identified in the following provisions), including without limitation, that the Premises are free of pests. The Tenant agrees to accept the Premises "as-is" and that no warranty or guarantee is expressed or implied by Landlord or Landlord's rental agent. Landlord and Tenant further agree that Landlord or Landlord's rental agent shall not be liable for any damages, injuries, or losses suffered by Tenant or Tenant's guests and/or property, caused by other residents or persons, theft, burglary, assault, vandalism or other crimes. Landlord shall not be liable for personal injury or damage to or loss of Tenant's personal property (i.e. furniture, jewelry, electronics, clothes, etc.) from fire, wind, flood, water, leaks, rain, hail, ice, snow, smoke, pests, explosions, interruptions of utilities, acts of God or any other casualty caused by the condition of the Premises. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all causes of action or claim for loss or damage to persons or property of the Tenant or his/her guests, whether from theft, accident or otherwise. Landlord shall only be responsible for loss or damage solely caused by Landlord's gross negligence. Tenant is hereby advised by Landlord to purchase adequate renter's insurance for all personal property and liability concerns, as Landlord provides absolutely NO insurance coverage for such items.

b. Tenant shall provide a Landlord supplied checklist to Landlord of necessary repairs prior to Tenant taking possession of the Premises, but no later than 72 hours after receiving access to the Premises. It shall be subject to Landlord's approval and then is to be attached and made part of this Lease. Tenant is advised to receive proof of delivery from Landlord. If no checklist is returned and received by Landlord within the time specified, the Premises shall be deemed free of any needed repairs, and Tenant agrees that it shall be conclusive proof that no prior damages or defects existed. The Premises and all items therein provided under this Lease will become Tenant's full responsibility pursuant to the terms herein.

c. In the event the Premises are rendered totally uninhabitable by fire or other casualty, or in the event that the building of which the demised Premises are a part (whether or not the demised Premises are affected), be so injured or destroyed that the Landlord shall decide within a reasonable time not to rebuild, this Lease shall cease and the rent provided herein shall be paid up to the date of such injury or damage. If the Premises shall be partially destroyed or injured by fire or other casualty, or Landlord deems substantial repairs or improvements need to be made for structural safety purposes or to comply with City or County Building Codes, not arising from the fault or the negligence of the Tenant, Landlord shall repair the same with reasonable diligence after notice of such destruction, injury, safety or compliance issues; the rent herein reserved, or a just and proportionate part thereof, according to the nature and extent of the damage which has been sustained, shall be abated until the Premises have been duly repaired and restored.

3. Holdover. This Lease shall automatically terminate at the expiration of the Term without further notice or demand. However, should Tenant occupy the Premises after the Term of the Lease has expired and continue to tender rent which is accepted by the Landlord without a new written agreement as to such possession, then such possession shall not be deemed a renewal of this Lease for the whole term or any part thereof, but such Tenant shall be regarded as a month-to-month tenant, at a monthly rental, payable in advance, equivalent to the last month's rent paid under this Lease plus a 15% surcharge, and subject to all the terms and conditions of this Lease. In such event, Tenant shall thereafter give 30 days notice before the end of any subsequent holdover rental month before vacating. If Tenant(s) Holdover and rent is not accepted by Landlord, Tenant shall pay a fine of \$100 per day until possession to the Premises is conveyed.

4. Rent and Deposits. The Tenant shall pay Landlord a total of _____ as rent for the Term stated, payable without additional demand in the amount of _____ per month in advance on the first day of the month to be paid by (check one) delivered or mailed to 2649 E. Mulberry, Suite 10, Fort Collins, Colorado (or other location designated in writing by Landlord), payable to: **Aggie Properties, LLC**, directly deposited into the Landlord's bank account number as specified on the monthly account statement (Tenant to supply deposit slip; blank copies can be obtained from the bank), ACH (automatic withdrawal), Credit Card # _____, type of card **Visa**, expiration date _____, and billing address _____ (subject to a 3% processing fee).

I/WE HAVE READ AND UNDERSTAND THE ABOVE _____ (initials)

All payments due shall be rounded "up" so that the two digits after the decimal point match the property number listed in brackets at the end of the property address above; there is a \$25 administrative fee for non-compliance. Monthly Rent Statements are sent as a courtesy only; additional or duplicate statements shall incur a \$5 service fee per request. Any rent not received by Landlord on or before 1:00 pm on the first day of each month during the rental Term shall be delinquent. *There are no grace periods or exceptions.* In addition, there will be a late charge of 10% of any amounts due and owing, but received after 5:30 pm on the day when payment is due. For any payment due hereunder and remaining unpaid for 3 calendar days after the due date, such unpaid amount shall then commence to accrue interest at a rate of 1.5% per month, in addition to the late charge identified above. Tenant acknowledges that Tenant's failure to pay on time causes Landlord financial, administrative and managerial difficulties and that the late charges described herein are fair compensation for the problems caused by late payment. If the rental due/delinquent date falls on a weekend or holiday, it is the Tenant's sole responsibility to make sure rents are paid by the preceding business day prior to delinquency in order to avoid a late charge assessment. Late fees are not refundable. Postmark dates do not constitute proof of timely payment. A charge of \$30.00 shall be made to cover the extra costs of handling a returned check. Following the return of any check for any reason, thereafter the Tenant shall make all payments under this Lease with a certified check or money order only. Tenant shall submit one (1) check per household per payment period. A \$10 per additional check processing fee will be assessed for multiple checks.

The first month's pro-rata rent, if any, is _____. Prepayment of the last month's rent, in addition to the security deposit (check one) is is not required. If required, it shall be due by _____, but in no event later than the Tenant taking occupancy. A late charge of 10% of the unpaid amount, and interest at a rate of 1.5% per month, will apply if payment is not received by this date.

If the Tenant shall be in arrears in the payment of any installment of rent, or any portion thereof, or in default of any other covenants or agreements set forth in this Lease and the default remains uncorrected for a period of three (3) days after the Landlord has given written notice thereof pursuant to applicable law, then the Landlord may, at Landlord's option, undertake any or all of the following remedies without limitation: (a) declare the Term of the Lease ended; (b) terminate the Tenant's right to possession of the Premises and re-enter and repossess the Premises pursuant to the Colorado Forcible Entry and Detainer Statute, (c) recover all present and future damages, costs and other relief to which the Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and/or (f) pursue any and all available remedies in law of equity. In the event possession is terminated by a reason of default prior to expiration of the Term, the Tenant shall be responsible for the rent occurring for the remainder of the Term, subject to the Landlord's duty to mitigate such damages. Pursuant to applicable law [13-40-104(d.5), (e.5) and 13-40-107.5, C.R.S.] which is incorporated herein by this reference, in the event repeated or substantial default(s) under the Lease occur, the Landlord may terminate the Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all of the remedies listed above.

Tenant has deposited with Landlord _____ as a security/damage deposit against the breach by the Tenant of any of Tenant's covenants and agreements contained herein including, but not limited to, failure to pay monthly rent when due, late charges, bad check charges, attorney fees and costs, damage to the Premises, failure to clean the Premises in accordance with Section 17 below. Such deposit may be commingled with other funds of the Landlord, and Tenant shall not be entitled to receive any interest on such security deposit. At no time during the Term of this Lease may Tenant use the security deposit for the payment of monthly rent due hereunder, including, but not limited to, last month's rent. In no event shall the Tenant be released from liability for the difference between the amount of the deposit retained and the actual damage or loss sustained by the Landlord.

5. Pet Restrictions. Pets are are not permitted under this Lease. If Landlord has approved the keeping of one or more pets, Tenant has also provided \$ **0.00** per pet to Landlord as an additional and non-refundable pet deposit. Additionally, Tenant shall be required to sign the attached "Pet Agreement." Unless expressly allowed in this Lease, no animals of any type shall be permitted on the Premises, not even to visit, without the prior written consent of Landlord, the prior receipt by Landlord of the pet deposit identified above and the Pet Agreement attached hereto. If at any time during the Term of this Lease any pets are being harbored on the Premises without the advance written permission of Landlord, then Tenant shall be obligated to pay Landlord immediately upon demand an additional amount of \$50 for each day each such pet is kept on the Premises. Such breach and resulting payment obligation shall not preclude Landlord from also treating this as a breach of the Lease and exercising any other rights or remedies arising from a breach hereunder. In addition and at Landlord's sole discretion, Landlord may also presume any pet not listed in this Lease is a stray, and may report or deliver it to the appropriate agency as prescribed by law. If pets are allowed, Tenant shall pay for any damage caused by the pet and shall be responsible for paying for repairs.

6. Inclusions/Exclusions. The Premises are (check one): not partly fully furnished.

The following appliances are included in the Lease: Range Refrigerator Dishwasher Washing Machine Dryer Microwave Other: **n/a**. The following items are not part of the Lease; they are there only for the convenience of Landlord, and Landlord is not responsible for their repair or replacement: **n/a**. Such items may be removed at any time by Landlord, without incurring any liability to Tenant. Tenant shall not damage, abuse, misuse or dispose of the appliances and additional items and Tenant shall return such appliances and additional items to Landlord at the end of the Lease in the condition in which he/she found them, normal wear and tear excepted.

7. Utilities.

a. The Tenant shall arrange, prior to the first day of the lease Term, to put all the utilities and services checked below into Tenant's name and for billing to Tenant directly. Utilities shall remain on and in the Tenant's name for the entire Lease Term: a. Water and Sewer b. Gas c. Electricity d. Trash Removal e. Phone (if desired) f. Cable (if desired) g. Internet Access (if desired) h. Satellite Dish (Landlord Approval Required). After the Term of this Lease has ended, Tenant shall have Water, Sewer, Gas and Electric utilities transferred to Landlord's name with no interruption in service. Tenant is solely responsible for connecting and disconnecting the utilities checked above, and failure to pay for the utilities shall be a default under this Lease. An additional charge of \$30 may be made to cover extra costs of handling if any utility service is (i) not connected by the first day of this Lease Term, (ii) disconnected during the Term of this Lease, (iii) each time Landlord is notified by the utility provider during the Lease term that Tenant is delinquent in their payment obligations, or (iv) not transferred into Landlord's name at the conclusion of this Lease Term.

b. The following utilities shall be held in the Landlord's name and are split with other unit(s) on the Premises. These utilities shall be billed through the Landlord to the Tenant on a monthly basis at **100%** allocated under this Lease. a. Water and Sewer b. Gas c. Electricity d. Trash Removal e. Phone (if desired) f. Cable (if desired) g. Internet Access (if desired) h. Satellite Dish (Landlord Approval Required).

c. Landlord is not liable for any claim of damages, rebate or charge of any kind for interruption of utilities, unless caused by Landlord's gross negligence. Tenant shall leave no unpaid bills at the conclusion of tenancy. In the event Tenant leaves unpaid bills upon vacating the Premises, Landlord reserves the right to pay bills and deduct an equal amount from Tenant's security deposit plus a 10% service charge, subject to a minimum charge of \$25.

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8. No Smoking. Smoking is not permitted inside the Premises at any time. If smoke odor or discoloration is present, Tenant is responsible for the cost of professional cleaning, including, but not limited to, painting or replacement of any walls, floors, ceilings, windows, carpeting, or window coverings.

9. Other Obligations of the Tenant. The Tenant shall:

a. Not commit any waste to the Premises, place any signs on or about the Premises, nor make any alterations, installations, repairs, or redecoration (including painting of any kind) to the Premises without first obtaining the prior written consent of the Landlord. Any approved (or unapproved) leasehold improvements made by Tenant shall become the property of the Landlord and shall otherwise inure to the benefit of the Landlord. Notwithstanding the foregoing, the Landlord may require Tenant, at Tenant's sole cost and expense, to remove any improvements at the expiration of this Lease and return the Premises to its condition at the commencement of the Lease, or it may result in a deduction from the Tenant's security deposit and/or additional charges.

b. Keep the Premises and grounds (as applicable) in a clean, safe and sanitary condition. Yards and driveways may not be used for any purpose that will create an unsightly appearance. Yard maintenance is the responsibility of the (check one): Tenant Landlord HOA. If it is the responsibility of Tenant, Tenant shall water, mow, control weeds, fertilize lawn, care for trees and shrubs, remove rubbish, and provide for disposing of the same. Tenant is responsible for providing lawn mower and lawn tools. Tenant shall be responsible for any damage to trees, shrubs, and lawn due to Tenant's action or negligence. Any damage to trees, shrubs, or lawn due to Tenant's action or negligence will be repaired or replaced entirely at Tenant's expense. Any costs incurred by Landlord as a result of Tenant's failure to maintain the yard shall be reimbursed to Landlord within 5 days of Tenant's receipt of any bills from Landlord, in addition to applicable service and management fees. Landlord has the option of mowing the lawn if the length of grass exceeds four inches and may charge Tenant based on rates commensurate with professional lawn services for each cutting. If the yard is not being properly maintained, Tenant shall receive one (1) written warning from Landlord before a professional maintenance service is retained by Landlord at the expense of the Tenant for all future maintenance during the Lease Term. Tenant shall be cooperative and responsive to any Notices received from the Homeowners Association, the City of Fort Collins and/or other government agencies relating to property maintenance. If Tenant receives more than one (1) such Notice (e.g. yard condition, weeds, rubbish, etc.) during a 12-month period, Tenant shall be assessed a \$25 management fee for each additional occurrence. Further, Tenant shall be solely responsible for any and all fines or other costs for non-compliance.

c. Pursuant to local law, within 24 hours after the accumulation of snow and ice (even during times of holiday breaks and other absences), Tenant shall remove snow and ice off sidewalks or walkways adjacent to the Premises, and keep sidewalks and walkways clean and clear of all snow and ice. Tenant shall provide a snow shovel.

d. Place garbage and refuse in their proper containers in the proper area and arrange for it to be removed from the Premises at least once a week at Tenant's expense. If trash or debris of any type is found on the Premises outside of the proper storage area, Landlord reserves the right to have it cleaned up and removed at the expense of the Tenant.

e. Refrain from acts that create noise that unreasonably disturb the neighbors including, but not limited to, dog barking. Tenant specifically agrees, that any time spent by Landlord or Landlord's agent as a result of such acts or practices may be charged to the Tenant on an hourly basis at a rate of \$65/hour as extraordinary management fees. Loud parties will be assessed a \$300 fine and/or eviction, in addition to City or County fines. Beer kegs are not permitted on the Premises under any circumstances. Tenant shall insure that alcoholic beverages are only served to non-intoxicated persons and those who are of legal drinking age.

f. Abide by all governmental laws and regulations, covenants, restrictions, rules or regulations of a homeowners' or condominium owners' association and not use the Premises for any purposes prohibited by law, covenants of the subdivision, area or homeowner's or condominium owners' association (HOA), or restrictions on the title to the property. Tenant agrees to promptly reimburse Landlord for any damage or loss caused by Tenant's failure to abide by such laws and regulations. Tenant agrees to promptly pay all fines and related costs for violation of government or HOA rules and regulations. Tenant consents to the public filing or recording of this Lease by Landlord or Owner. Additionally, Tenant agrees to participate in any City or school recommended programs relating to neighborhood complaints or similar violations.

g. Use a minimum of small nails or picture hooks (no large nails, screws, tacks, etc) to hang pictures and personal effects and accept responsibility for damages caused, if any. No holes are allowed in any ceiling.

h. Give prompt notice to Landlord of any maintenance or repairs required. Email is the preferred method of communication, however the Landlord may also be contacted by telephone. Landlord shall be contacted in advance for approval before any maintenance is performed. Landlord shall be contacted prior to contacting any repair persons or the City or County Building Departments.

i. Test smoke alarms on the Premises at least once a month to assure they are working properly, replace any batteries as often as necessary, and immediately report any defects to Landlord in writing. Tenant shall be responsible for providing batteries for the smoke detectors.

j. Tenant shall not store or hang rugs, towels, wash, clothes or other such items on railings or other portions of balconies, terraces, walkways or patios. Balconies, terraces, walkways, and patios shall not be used to store furniture, equipment, trash, miscellaneous junk or debris. Any such items deemed improperly stored or hung by the Landlord, City of Fort Collins, County of Larimer or otherwise, will be removed at the expense of the Tenant. Tenant shall receive (1) one written warning from Landlord before items are disposed of at the expense of the Tenant. If permitted by the Land Use Code, outdoor furniture in good repair and plants are acceptable.

k. Place no liquid filled furniture on the Premises, unless prior to occupancy, Tenant obtains the express written consent of Landlord and provides to Landlord written proof of insurance acceptable to Landlord.

l. During freezing weather, Tenant shall keep the Premises heated to at least 62 degrees, keep cabinet and closet doors open, and drip hot and cold water faucets. This is especially important during holiday periods, extended absences or other times when the Premises are not occupied for a period of time. Tenant shall further be responsible for the removal of all exterior garden hoses during the winter months (anytime the temperature is predicted to be at or below freezing) to prevent freezing of the pipes. Failure to do so shall make Tenant liable for any and all damage to the Premises caused by Tenant neglect.

m. Tenant agrees that information requested about Tenant's occupancy of the Premises, by law enforcement, or for governmental or business purposes may be provided by Landlord, future landlords and/or property managers and designated agents, without liability.

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n. Except for those windows that are noted in writing as being cracked or broken when Tenant moves in, Tenant agrees to be responsible for any windows that become cracked or broken on the Premises during the Lease Term. Tenant also agrees to never place sheets, blankets or rugs over the windows to act as window coverings, without the advance written consent of the Landlord.

o. Toilets, sinks and washbasins are to be used only for the purpose for which they are intended. Tenant agrees to pay for clearing the drains of any and all stoppages except those, which the plumber who is called to clear the stoppage, will attest in writing, were caused by defective plumbing, tree roots or acts of God.

p. Tenant shall pay for any damage to the leased Premises or to the appliances and fixtures therein caused by an act of Tenant, by any member of Tenant's family, or by a guest of the Tenant.

q. Tenant shall be responsible for any and all damage to the Premises caused by theft, burglary, vandalism, break-ins, or accidents on the leased property. If Tenant provides Landlord with a police report within 30 days, Tenants shall only be responsible for insurance deductible of the Landlord's insurance carrier, as it relates to insurance for any physical damage to the property.

r. Tenant shall pay for vendor service calls not approved by Landlord or later determined to be unnecessary.

s. Tenant agrees that they will not themselves engage in any illegal activities on the Premises, nor will they allow others to engage in any illegal activities on the Premises insofar as they have the power to stop such activities.

t. Tenant agrees that they will do nothing to the Premises nor keep anything on the Premises that will result in an increase in the Landlord's insurance policy or an endangering of the Premises, nor will they allow anyone else to do so. Tenant shall not cause or permit any hazardous material to be brought upon, kept or used on or about the Premises.

u. For insurance purposes, no charcoal barbeque grills are permitted; however, gas grills in good repair are acceptable if they are used in a safe manner consistent with the manufacturer's directions.

v. Tenant shall not have or store anything in public view that is unsightly or offensive to the public in any way, including, but not limited to, storing appliances, sofas, and old newspapers (more than 3 days out of print) outside.

w. Tenant shall be responsible for relighting pilot light as needed and hereby states that he/she has experience and is competent to do so.

x. To foster prompt and efficient communication, Tenant shall assign one individual to be responsible for the coordination of information between the Tenant and the Landlord. Contact person's name, email address and telephone number shall all be provided to the Landlord via email within the first week of the Lease Term. The designated contact person shall communicate with Landlord via email, mail or telephone. Any messages to landlord shall contain the contact person's name and telephone number, as well as the address and unit number of the Premises. For security reasons, the Landlord is unable to discuss any portions of the Lease with any person other than a party to the agreement, unless express written permission has been obtained.

If any obligation or responsibility stated above is neglected, omitted, or otherwise not kept by the Tenant, Landlord may act, at its sole discretion and without obligation, for and on behalf of the Tenant. Such actions shall also incur the cost of additional management fees. Except as otherwise expressly identified, such action by Landlord may be taken upon providing reasonable notice to Tenant either before or after action, as Landlord deems appropriate. Tenant shall reimburse Landlord for any expenses reasonably incurred to fulfill Tenant's obligations within 5 days of receipt of written notice of the same. Landlord is under no obligation to act on behalf of the Tenant.

10. Public Nuisance Ordinance. Tenant acknowledges that they are aware of the Fort Collins Nuisance Ordinance that was passed April 4, 2000. Under this new Ordinance, you as Tenant(s) can be ticketed (issued a citation) by the Fort Collins Police Department for creating any nuisance. A nuisance is defined as any excessive noise that may disturb neighbors or passers-by, cars on the lawn, having non-working cars on the property, unsightly trash on the property, barking dogs or weeds. Tenant and their invitees agree to keep the outside of the property clean and neat at all times, to respect their neighbors, and to keep noise levels low so as not to disturb the neighbors.

The Nuisance Ordinance may require the Landlord to take appropriate action to correct the behavior of the Tenant(s). Should the Landlord have to take such action(s), Tenant agrees to reimburse the Landlord for any costs incurred as a result of Tenant being in violation, including but not limited to compensation to the Landlord at the rate of \$65 per hour for extraordinary management time.

Tenant agrees to notify Landlord within 24 hours of receiving a ticket or other citation for any nuisance complaint. Receiving a nuisance ticket or other citation may not necessarily require eviction or the payment of fines. However, for first and second offenses, the Landlord may at their sole discretion assess a fine to the Tenant in an amount up to 50% of the original ticket or citation at the time it was issued. The Landlord will pursue eviction proceedings if a third ticket or citation is issued. In the event of eviction, the Tenant shall be responsible for rent until the Premises is re-rented, any difference in the rent amount, and all other associated costs, including but not limited to, legal costs, clean-up and advertising.

In the event that the City updates the Public Nuisance Ordinance and/or institutes Landlord Licensing during the term of this Lease, Tenant agrees to cooperate with Landlord to insure compliance.

11. Maintenance and Repair. Lessees shall, at their sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term of this Lease and any renewal thereof. In particular, Lessees shall keep the fixtures in the house or on or about the Premises in good order and repair. Major maintenance and repair of the Premises, not due to Lessee's misuse, waste or neglect or that of their employee, family, agent or visitor, shall be the responsibility of Landlord or his assigns. Any repairs or maintenance which Landlord authorizes and agrees to pay for shall be paid for by the Landlord, or reimbursed by the Tenant if it is later determined that such repairs or maintenance were required because of a breach of Tenant's obligations hereunder or the negligence or intentional acts of Tenant, its guests or invitees. Any delay in repair shall not release Tenant from any obligation for paying rent when due. Landlord has the right to shut off equipment and/or services when reasonably necessary for repairs and Landlord is not responsible for damages caused by disruption of services, unless caused by the gross negligence of Landlord.

12. Abandonment. If, at any time during the Lease Term, Tenant is gone from the Premises for more than 10 days, and Tenant has not previously notified Landlord via email of their intention to be away, and any part of the rent reserved is not paid, then the Landlord may, without being obligated to do so, and without terminating this Lease, retake possession of the Premises and rent the same for such rent, and upon such conditions as the

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Landlord may think best, making such change and repairs as may be required, giving credit for the amount of rent so received, less all expenses (including management fees) of such changes and repairs, and the Tenant shall be liable for the balance of the rent reserved herein until the expiration of the Term of this Lease. If Tenant leaves any personal property on the Premises after Tenant has vacated, then such property shall be immediately and conclusively deemed abandoned. The Tenant specifically authorizes Landlord to dispose of such personal property in whatever manner the Landlord deems appropriate. Tenant shall be responsible for hauling/dump fees. Landlord shall not be liable in any way for any destruction, conversion or disposition of such personal property.

13. Sale of Premises. If the Premises are sold, transferred or otherwise conveyed, Landlord or any subsequent owner may elect to terminate this Lease effective as of the date of transfer of title or at any time thereafter. However, such election will require that the Tenant be given at least 60 days written notice prior to the date of termination, and that Landlord or subsequent owner pay the Tenant (only after Tenant has vacated) the equivalent of one month's rent hereunder as a termination fee (which shall not be applied to the last month's rent due by Tenant). The termination fee shall be first offset against any money owed Landlord hereunder at the time Tenant vacates the Premises, with the remaining to be provided to Tenant along with the return of the Security Deposit, if any remains after deduction of amounts authorized by Section 16 hereunder. Following a transfer of title, Tenant agrees (i) to look solely to the successor owner for satisfaction of all claims relating to Landlord's remaining obligations hereunder, including for a return of any Security Deposit, (ii) that Landlord shall be released from any further liability hereunder (subject to applicable Colorado law), and (iii) that the new owner shall thereafter become the new "Landlord" hereunder.

14. Entry by Landlord. Landlord, or Landlord's designated agent, shall have the right to enter the Premises for any reasonable purpose, including but not limited to, inspecting the Premises for damages or needed repairs or improvements, inspecting the Premises to determine Tenant's compliance with the terms of this Lease, making repairs or improvements, exhibiting the Premises to prospective tenants, purchasers, or lenders. Tenant understands that Landlord usually will commence showing the Premises to prospective tenants 120 or more days before the expiration of the Term, but may show the Premises to prospective tenants, purchasers, or lenders at any time. Tenant shall not do anything to hinder or sabotage such showings, and hereby gives Landlord and/or its agent permission to place "for rent," "for sale" or similar signage on or about the Premises at anytime during the tenancy. Such entry may be made without prior notice if Landlord reasonably believes that an emergency exists (such as fire or a broken pipe), to prevent commission of a crime, or to assist law enforcement and other governmental personnel and that immediate entry is required. Landlord may enter for any other reason after giving reasonable notice. Such notice may be given by phone, by email, by leaving a message on an answering machine, by delivery of a written note or otherwise.

15. Sublease/Assignment. Tenant shall not assign this Lease or sublet the Premises to another person without the advance written consent of Landlord, which consent may be withheld in the absolute discretion of the Landlord. Any such assignment or subletting shall not relieve the Tenant from continuing liability for rent or other obligations under this Lease, unless a written novation is received or a new lease agreement is executed for Tenant. Subject to Landlord's standard practices and policies, which are subject to change from time to time without notice, as a condition precedent for Landlord to consider any such assignment or sublease, Tenant shall first tender \$150 as a service charge (for each individual for whom approval is sought) to be kept by Landlord if such assignment is approved, and \$125 of which shall returned to the Tenant if such sublease or assignment is not approved for any reason. Prior to approval and before acquiring any rights hereunder, any prospective tenant shall fill out a rental application form supplied by Landlord or Landlord's agent, and shall agree to be bound by the terms and conditions in this Lease, pursuant to an Assignment and Assumption of Lease. Landlord shall have no obligation to refund any rent or damage deposit to any Tenant assigning or granting sublease or assignment rights hereunder. Any adjustments shall be made between the existing Tenant and assignee or sublessee.

16. Motor Vehicles. Tenant agrees to keep a maximum of one vehicle per occupant on the Premises. These vehicles shall be operable, currently licensed and insured. Tenant agrees to advise their visitors about parking and to take responsibility for where their visitors park. Tenant agrees that Landlord is never responsible for the safety of, or damage to, any of the automobiles owned by Tenant or Tenant's guests. Tenant agrees that any abandoned, unlicensed, derelict, inoperable and/or wrongfully parked vehicle on the Premises may be towed off the Premises by Landlord or hired agent at the vehicle owner's or Tenant's expense after posting a 72-hour notice in a conspicuous place on the vehicle indicating Landlord's intent to tow said vehicle. Tenant further agrees not to store and/or park any trailer, camper, boat, ATV, or other similar recreational item on the Premises or the adjacent street, without the prior written consent of Landlord. Tenant agrees not to store and/or park any commercial or public vehicle under any circumstances.

17. Security Deposit:

a. Landlord shall make a thorough check of the Premises before returning Tenant's Security Deposit. Regardless of the condition that Tenant accepted the Premises in, Tenant is expected to leave the Premises in a fully rentable manner, ready for the next occupant to move in. Any necessary cleaning expenses shall be deducted from Tenant's Security Deposit. Return of the Security Deposit is subject to the following:

1. The full Term of the Lease has expired.
2. All payments required hereunder have been made by the Tenant, including, but not limited to, unpaid late charges, delinquent rents, outstanding utility charges, advertising, subleasing fees, finders fees, check in or out fees, utilities and tenant repair charges.
3. There is no damage to the Premises beyond ordinary wear and tear.
4. All of the Premises, including but not limited to, range, oven, exhaust fan, refrigerator, HVAC grills, bathroom fixtures, interior windows, window ledges, dishwasher, garbage disposal, kitchen sink, mirrors, closets, light fixtures, cabinets, cupboards, and closets are empty and clean, cobwebs have been removed and woodwork/walls wiped.
5. All floors are scrubbed and carpets professionally cleaned (by Landlord approved company).
6. There are no burns or spots on carpeting, or indentation or scratches in wood or flooring.
7. All debris, garbage, rubbish and discards, including abandoned furniture, are removed from the Premises (inside and out) at the time the Tenant turns over possession to Landlord. It is not acceptable to leave any trashcans of rubbish or debris on the Premises to be picked-up after possession is returned to Landlord.
8. All burned out light bulbs and missing drapery hooks have been replaced.
9. Pet excretions have been removed from the yard, lawn mowed or snow removed from walkways, if applicable. Any pet damage has been repaired.
10. There are no pests on the Premises (i.e. bugs, mice, and spiders) that require extermination.
11. Stove and refrigerator have been thoroughly cleaned, inside and out. The refrigerator has been moved out, cleaned under, and then replaced. Burner pans have been thoroughly cleaned and replaced by Tenant.
12. There are no dirt spots or marks of any kind on the walls. All nails have been removed and holes repaired.
13. Walls, decks and stairs outside the Premises have been left clean.
14. Shower and bathtub and their enclosures have been scrubbed and rinsed clean.
15. All keys and garage door openers have been returned at the time possession is turned-over.

I/WE HAVE READ AND UNDERSTAND THE ABOVE _____ (initials)

16. A forwarding address and phone number has been left with Landlord in writing.
17. If the Premises are not ready for checkout at the scheduled appointment time, or if the Tenant misses any other scheduled appointments with the Landlord, Agent, repair/maintenance persons, etc. during or after the Lease term, Tenant shall be assessed a \$25.00 rescheduling charge which will be deducted from the Security Deposit and/or billed to the Tenant account.

b. The cost of labor, materials and management time for cleaning and repairs and for pursuing delinquent payments shall automatically be deducted from the Security Deposit if Tenant has not complied with any of the above provisions or other terms of this Lease. The Landlord shall return any portion of the Security Deposit due Tenant and/or an accounting for the application of any unreturned deposit, within 60 days after the later of termination of the Lease or surrender by Tenant and acceptance of the Premises by Landlord. Tenant shall not be entitled to earn interest on the Security Deposit. Any Security Deposit will be refunded by check, mailed to the forwarding address or last address known (generally the address of the property), and made payable to all persons (joint tenants) as last approved in writing by the Landlord for occupancy of the Premises, including without limitation, remaining original lessees and any assignees or persons granted rights hereunder (no exceptions). Although Landlord is unable to issue individual refunds, Tenant may request a Landlord provided form to have the Security Deposit refund check made payable to a single individual and mailed to a specified address for further distribution. All questions regarding security deposit dispositions shall be communicated via email; no phone calls please.

18. Keys. At move-in Tenant shall receive a total of at least keys for the following locks: a. Front Door b. Back Door c. Garage d. Mail Box e. Electronic Opener f. Other Keys: **n/a**. Locks are re-keyed after Tenant vacates the Premises. Tenant agrees to a re-key charge, not to exceed \$100 deducted from the Security Deposit. Receipt shall be provided. Landlord retains the right to charge Tenant for additional locks requested by Tenant in excess of those in normal use. Tenant shall not change or install additional locks without the advance written consent of, and providing a duplicate copy of the key(s) to, Landlord. Only a Landlord approved locksmith shall complete such installations. A lockout fee of \$25.00 shall be due and payable to Landlord for responding to lockout calls, but Landlord makes no guarantee for availability of such service. Tenant understands that if Landlord is not available, Tenant shall contact a locksmith at his or her own expense.

19. General Provisions.

a. Attorney's Fees, Costs and Damages. The prevailing party in any action to enforce or interpret the terms of the Lease shall be awarded reasonable attorney's fees and costs, plus compensation at the rate of \$25 per hour for any time spent by the prevailing party in pursuing such action. Tenant further understands and agrees that if Tenant is in breach of its/their financial obligations hereunder, Landlord may turn the non-payment matter over to a collection agency, whether or not suit is filed, at the Landlord's sole discretion. If turned over to a collection agency Tenant understands that the commission fee charged by collection agencies can be 30% to 50% or more, of the amount a collection agency actually receives in payment from the Tenant, whether the collection agency files a lawsuit or makes demand on the Tenant outside of the court process. As additional consideration under this Lease, Tenant agrees to reimburse/pay Landlord for the commission percentage charged by any collection agency, in addition to the unpaid rent or damages due under this Lease, and other fees and costs, if any. If possession is terminated by reason of a default of Tenant hereunder, prior to the expiration of this Lease, then the Tenant, at the option of the Landlord, shall remain responsible for the rent and all other sums due until the expiration date of this Lease, subject however, to the duty of Landlord to attempt to re-let the Premises and mitigate its damages. Tenant shall also be liable for a charge of one (1) month's rent to cover the cost of marketing the Premises for a new prospective Tenant to fill the vacancy. In the event of any default by the Tenant which would support the issuance of any demand for payment or compliance as authorized or required under C.R.S. 13-40-101 et seq. (and in addition to other attorney's fees and costs), then the Tenant shall pay Landlord \$35.00 for the costs of the service of the same. Failure of Landlord to collect such fees at the time they are incurred shall not release the Tenant from liability for such fees. The remedies provided for herein shall be cumulative and shall be in addition to and not exclusive of any other remedies available under Colorado law.

b. Severability. If any portion of this Lease shall be found invalid or unenforceable, the remaining provisions shall continue to be valid. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be modified and deemed valid to the extent of the scope or breadth permitted by law.

c. Related Parties. The City of Fort Collins code permits not more than three (3) unrelated adults and not more than two (2) unrelated adults and their children to occupy a single family dwelling, pursuant to section 29-132. Tenant acknowledges this requirement (if the Premises are within the City) and agrees not to violate such ordinance. In the event this ordinance is violated, Tenant shall be solely responsible for penalties imposed as a consequence of the violation. If the City of Ft. Collins requires that one or more occupants move out, it shall not terminate this Lease.

d. Binding Nature of Agreement. The Tenant understands that the execution of this Lease entails an important decision that has legal implications. The owner of the premises and/or the principal(s) of the Landlord hereby disclose that they are an attorney and/or a licensed real estate broker, and that they are representing their own interest and not that of the Tenant. The Tenant acknowledges that he/she has not received any advice from Landlord, but that Landlord has advised Tenant to seek his/her own legal and real estate advice regarding the execution of this Lease.

e. Waiver. No assent on the part of Landlord, expressed or implied, to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or other breach or default or of any continuation of such breach, or as a waiver of any other term in this Lease.

f. Joint and Several Liability. All Tenants and Guarantors agree that they are jointly and severally liable for all obligations due under this Lease.

g. Agent Acting for Landlord. Tenant understands that from time-to-time an agent may act for and on behalf of Landlord and/or Owner. Any rights exercisable by the Landlord herein may also be exercised by an agent and/or Owner on behalf of Landlord.

h. Entire Agreement/Amendment. This Lease, including the following documents, which are all attached hereto and incorporated herein by reference: the Guaranty of Lease, Lead Based Paint Disclosure and Pet Agreement (if checked), contains the entire agreement between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements or understandings, oral or written, are merged herein. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

i. Headings. Captions in this Lease are inserted for convenience and reference only and do not define, describe or limit the scope or the intent of this Lease or any of the terms hereof.

j. Jurisdiction and Venue. The laws of the State of Colorado shall govern the validity of this Agreement, any amendments hereto, the

construction of its terms and the interpretation of the rights and obligations of the parties hereunder, with jurisdiction and venue for any claim asserted to be in Larimer County, Colorado.

k. Signature of Landlord. Upon return of this Lease to Landlord with the signatures of all prospective residents and Guarantors, this Lease shall constitute only an offer to lease the Premises by Tenant pursuant to the provisions herein and subject to subsequent acceptance by Landlord. This Lease shall not grant to Tenant any rights in the Premises until signed by the Landlord below and until a fully signed copy is delivered to the Tenant.

l. Counterparts. This Agreement may be executed in several counterparts. When executed in counterparts, each counterpart shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument notwithstanding the date of execution shall be deemed to bear date as of the date written above.

20. Miscellaneous Provisions.

a. If Landlord requires a lease guarantor, at Landlord's sole discretion and option, then Tenant shall return a notarized Guaranty of Lease for each Tenant party identified below before **February 1, 2006**. Notwithstanding any other provisions herein, Tenant shall not be allowed occupancy of the Premises unless and until all Guaranty of Lease forms have been received and accepted by the Landlord.

b. Tenant agrees that execution of this Lease agreement by Landlord is contingent upon verification, approval and acceptance of applicant's rental and employment references and receipt of signed Guaranty of Lease from qualified parties. This Lease agreement may be voidable at Landlord's option for any falsifications on the above and/or if the Guaranty of Lease forms have not been provided within 30 days of Lease start date.

c. This Lease shall be subordinate to the lien of any existing mortgages or deed of trust, and all deeds of trust that may be made a lien of the Premises in the future. The Tenant agrees to execute and deliver such further instrument(s) subordinating this Lease to the lien of any such deeds or trust as may be desired by the holder thereof, and the Tenant hereby appoints the Landlord as Tenant's attorney -in-fact, irrevocably, to execute any such instrument on behalf of the Tenant.

d. Satellite dishes or exterior wiring for cable television are only permitted with the express written consent of the Landlord in advance. All work done related thereto shall be done by a licensed, insured and bonded contractor. Insurance and/or other professional certifications shall be provided to Landlord upon request.

e. In the event of condemnation of the Premises, this Lease shall automatically terminate and all condemnation proceeds, if any, shall be paid to the Landlord.

f. If any storage space is provided by the Landlord, it is understood that the storage space is only to accommodate the Tenant, and the Tenant uses the same at the Tenant's own risk, upon the express stipulation and agreement that the Landlord shall not be liable for any loss of property stored in such storage space or any damage or injury of loss whatsoever.

g. If the Premises are furnished, the inventory of said furnishings and personal property is hereto attached and hereby made a part hereof as fully and to the same extend as though enumerated herein, and Tenant acknowledges that all of said items, except as noted on Landlord's copy of the inventory, are in good order and condition, and Tenant agrees to pay all costs of repairing any damage, cleaning, laundering, or replacing same, ordinary wear and tear excluded.

h. Landlord will not exterminate the property for pests (i.e. bugs, fleas, mice, spiders) unless such infestation exists at the time of move-in, as documented on the Tenant's move-in checklist. Tenant shall pay for all exterminating costs for pests after Tenant has occupied the Premises for 30 days.

i. Tenant acknowledges that certain federal, state or local laws may allow for the seizure of the Premises in the event of Tenant's criminal use of the Premises (including, without limitation, the sale or harvesting of unlawful narcotics and drugs from the Premises) and Tenant agrees to indemnify, defend and hold Landlord harmless from any violation, loss, liability, seizure, and claim (including reasonable attorney fees and costs) incurred as a result of the violation of said laws by Tenant and/or the guests or invitees of Tenant.

j. Tenant and Guarantor(s) hereby authorize Landlord to obtain a credit report on all parties to this Lease, including Guarantor(s). This authorization extends after the conclusion of the Term of this Lease, in the event the Landlord is attempting to collect non-paid amounts.

k. Facsimile signatures shall be binding as if they were original signatures until originals can be obtained.

21. Additional Provisions (If Any):

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective as of: **November 29, 2005**.

TENANT:	DATE:
_____	_____
_____	_____
_____	_____
_____	_____

LANDLORD:
Aggie Properties, LLC,
a Colorado Limited Liability Company

By _____
As Property Manager

Mailing: 2649 E. Mulberry, Suite 10
Fort Collins, Colorado 80524

Web: www.AggieProperties.com
E-Mail: Renals@AggieProperties.com
Phone: (970) 212-RENT (212-7368)
Fax: (970) 212-7290

Lead-Based Paint Disclosure (Rentals)

Attachment to Residential Lease or Rental Agreement for the Property known as:

PROPERTY ADDRESS HERE **Fort Collins** **CO** **80521**
Street Address City State Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 for each violation.

Disclosure for Target Housing Rentals and Leases
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention, an additional copy of which may be found online at <http://www.epa.gov/earth1/r6/6pd/lead/leadpdf.pdf>.

Landlord's Disclosure to Tenant and Real Estate Licensee(s)

(a) Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.

(b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Landlord has knowledge of lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(c) Records and reports available to Landlord (check one box below):

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Tenant's Acknowledgment

(Initial)

_____ (d) Tenant has read the Lead Warning Statement above and understands its contents.

_____ (e) Tenant has received copies of all information, including any records and reports listed by Landlord above, if any.

_____ (f) Tenant has received the pamphlet "Protect Your Family From Lead in Your Home."

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

LANDLORD:

Aggie Properties, LLC,
a Colorado Limited Liability Company

By _____
As Property Manager Date

Tenant _____ Date

Tenant _____ Date

Tenant _____ Date

Tenant _____ Date

I/WE HAVE READ AND UNDERSTAND THE ABOVE _____ (initials)

Fort Collins Neighborhood & Building Services

281 N. College Ave., P.O. Box 580; Fort Collins, CO 80522-0580; Phone: 970-224-6046

DISCLOSURE STATEMENT REGARDING OCCUPANCY LIMITS

Initial the applicable statement:

A certificate of occupancy for use as a boarding house has NOT been issued for this dwelling. The maximum permissible occupancy of this dwelling unit under Section 3.8.16 of the City of Fort Collins Land Use Code is:

1. one (1) family as defined in Section 5.1.2 (see below*) and not more than one (1) additional person; or
2. two (2) adults and their dependents, if any, and not more than one (1) additional person.

*Family shall mean an individual living alone or any number of persons who are all related by blood, marriage, adoption, guardianship or other duly authorized custodial relationship, and who live together as a single housekeeping unit and share common living, sleeping, cooking and eating facilities.

~~_____ A certificate of occupancy for use as a Boarding House has been issued by the City of Fort Collins for this dwelling unit. The maximum permissible occupancy based on the certificate of occupancy is _____ boarders.~~

Date: **November 29, 2005**

Seller/Lessor Name: **Aggie Properties, LLC**

Seller/Lessor Signature: _____, **As Property Manager**

Address: **2649 E. Mulberry, Suite 10, Fort Collins, Colorado 80524**

Phone number: **(970) 212-7368**

Property Address: **PROPERTY ADDRESS HERE, Fort Collins, Colorado 80521**

Buyer/Tenant Name, Signature, and Phone Number:

Name: _____ Signature: _____ Phone: _____

Name: _____ Signature: _____ Phone: _____

Name: _____ Signature: _____ Phone: _____

Name: _____ Signature: _____ Phone: _____

Name: _____ Signature: _____ Phone: _____

Name: _____ Signature: _____ Phone: _____

Name: _____ Signature: _____ Phone: _____

You may be required to provide this fully executed disclosure statement to the City pursuant to City Code Section 5-264. Failure to retain the statement is a civil infraction punishable by a fine of not more than \$1000, in addition to any costs, fees or surcharges assessed by a court or referee.

I/WE HAVE READ AND UNDERSTAND THE ABOVE _____ (initials)

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.

DEFINITIONS OF WORKING RELATIONSHIPS

For purposes of this disclosure, seller also means "landlord" (which includes sublandlord) and buyer also means "tenant" (which includes subtenant).

Seller's Agent: A seller's agent (or listing agent) works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

Disclosure: Aggie Properties, LLC functions as a "Seller's [Landlord's] Agent."

Buyer's Agent: A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent including the buyer's financial ability to perform the terms of the transaction and if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

Transaction-Broker: A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

THIS IS NOT A CONTRACT.

I acknowledge receipt of a copy of this Definitions form on **November 29, 2005** .

Tenant Date

Tenant Date

Tenant Date

Tenant Date

On **November 29, 2005**, Broker provided with this Definitions form at **PROPERTY ADDRESS HERE** and retained a copy for the Broker's records.

Brokerage Firm's Name: **Aggie Properties, LLC**

DD 25-5-04. DEFINITIONS OF WORKING RELATIONSHIPS