



**wehner property
management co.**

280 S MADISON ST
DENVER, CO 80209
Tel (303) 320-8517 Fax (303) 393-9503

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, dated this _____ day of _____, 2009, between Wehner Property Management Company as agent for the Owner, hereafter designated as Owner, and _____ as Resident(s).

1 DESCRIPTION AND TERM: Owner hereby leases to Resident, and Resident hereby leases from the Owner, the premises known as _____, Apartment No. _____, and parking stall No. _____, City of _____, County of _____, State of Colorado, subject to the terms and provisions hereof, for the term beginning on the _____ day of _____, 2009, and ending on the last calendar day of _____, 2010.

2 RENT:

A Resident agrees to pay to Owner the gross rental amount of \$ _____, for rent for the full term aforesaid, in equal consecutive monthly payments of \$ _____, commencing on the _____ day of _____, 2009. Gross rental shall be \$ _____ premises rent, and \$ _____ parking. The rent for the last month of occupancy shall be collected during the term as follows: \$ _____ on _____; \$ _____ on _____; \$ _____ on _____; \$ _____ on _____.

B It is agreed that if occupancy of the premises occurs prior to the first day of a month, the first rental payment shall be \$ _____, for the period from _____, 2009, through _____, 2009, and the proration amount of \$ _____, shall be due _____ for the period from _____, 2009, through _____, 2009. The rental payment shall be due and payable without notice, in advance on the first day of each month during the term of this Agreement at Wehner Property Management Company, 280 S. Madison Street, Denver, CO 80209 in the form of a check or money order.

C Resident agrees to pay Owner any amounts owed to Owner for repairs due to tenant(s) or their guests negligence, or due to violations of any rules and regulations.

3 USE: Resident agrees that the premises are to be used and occupied by Resident and member of Resident's immediate family only, consisting of 1 adults and 0 child(ren), as a private dwelling premises, and for no other purpose. Any additional persons occupying the premises for more than 10 days must have the prior written consent of Owner, and additional rent may be charged if permission is granted. Resident further agrees not to make any alterations, decorations, or additions in or to the premises without prior written consent of the Owner; and to keep the premises in a clean and sanitary condition. The resident will not use the premises in an unlawful manner, or in such a way as to invalidate or be in conflict with the owner's insurance policies.

4 LATE AND RETURNED CHECK CHARGES: Resident understands and agrees that if the total rent is not received by the 5th of each month, there will be a **\$30.00** late charge in addition to the full rent due. If a check is returned by Resident's bank for any reason, Resident understands and agrees that there will be a \$25.00 Returned Check Charge in addition to the full rent and late charge due.

5 UTILITIES: Owner shall pay for (if checked):

_____ Electricity, _____ Gas, _____ Water & Sewage, _____ Garbage, _____ Basic Cable. Resident shall pay for all other utilities and related deposits and for all charges on Resident's utility bills. Resident shall not allow electricity to be disconnected by any means (including nonpayment of bill) until the end of the lease term or renewal period. Changes or installation of utility lines, meters, sub metering or load management systems, and similar electrical equipment serving the premises shall be the exclusive right of Owner, provided such work is done in a reasonable manner. Utilities shall be used only for household purposes and not wasted. Resident agrees to pay the utility transfer fee upon occupancy and also upon vacating the premises. At the end of occupancy, Resident will have utilities put in name of Owner, % Wehner Property Management Company.

6 RECEIPT OF MONIES BY OWNER: Resident and Owner hereby agree that all monies received by the Owner or his agents shall first be applied to any and all charges due other than rent and the balance of any monies received shall be applied toward current rent then due.

7 SECURITY DEPOSIT:

A Resident has deposited with Owner the sum of \$ _____ as security against the breach by Resident of any of Resident's covenants and agreements contained herein, including without limitation: damage to the building of which the premises is a part, common areas and buildings owned by Owner and surrounding or adjacent to the building of which the premises is a part, furniture, fixtures, appliances, and carpet; abandonment of the premises, nonpayment of rent, late charge, insufficient check charges, and attorney's fees. Resident agrees this Security Deposit shall not be applied to any rent or other charges prior to the date resident vacates premises.

B Resident and Owner agree that within sixty (60) days after termination of this Rental Agreement or surrender and acceptance of the premises whichever occurs last, Owner shall provide Resident at his last known address with a written statement listing the reasons for any and all charges against the security deposit, and refund the balance of the security deposit (if any) therewith.

C The security deposit shall be returned to Resident only after each and all of the following conditions have been met:

- 1 The full lease term must have expired or been terminated without default by Resident, and Resident must not have held over. "Holding Over" is defined as retaining possession of the premises after either party has given thirty (30) days' written notice of termination.

Sample

- 2 Prior to date of termination or expiration thirty (30) days' written notice must have been given by Resident to owner or his Representative.
- 3 There are no unpaid charges, damages, or rentals due by Resident hereunder.
- 4 The premises, including designated kitchen appliances, have been cleaned thoroughly, in accordance with Owner's written MOVE-OUT POLICY. If Resident fails to clean in accordance with the written MOVE-OUT POLICY reasonable charges to complete such cleaning shall be deducted.
- 5 After inspection by owner's representative, appropriate charges will be deducted for any unpaid damages or repairs to the premises or its contents (beyond reasonable wear); insufficient light bulbs; stickers, scratches, burns or holes, etc., on the walls, doors, floors, draperies, carpets and/or furniture, etc.; to replace all broken or cracked glass.

D The security deposit or other like amounts received by Owner from Resident pursuant to this Rental Agreement will be held and disbursed subject to the terms of this Rental Agreement and law. In the event Owner appoints his agent, broker or manager to hold and disburse funds, Resident hereby consents to such appointment. In the event of a sale of the premises by Owner, upon Owner's compliance with the applicable law, Resident will look solely to the successor Owner, or said Owner's agent, broker or manager, as the case may be, for satisfaction of all claims relating to said security deposit, and shall not look to original Owner.

E The security deposit shall be held by the Owner or his agent, broker, or manager without interest to the Resident. Any interest earned shall accrue to the Owner, agent, broker or manager.

_____ **8 PETS: ABSOLUTELY NO PETS OR ANIMALS OF ANY KIND PERMITTED** (Birds, Fish, etc.). No animals of any kind shall be kept or harbored in the leased premises, unless the same in each instance is expressly permitted in writing by the Owner, and such consent, if given shall be revocable by the Owner at any time.

_____ **9 MOTOR VEHICLES:** Resident and Owner agree that any abandoned, unlicensed, derelict, and/or inoperable vehicles parked on the premises may be towed off the premises by the Owner at the vehicle owner's expense after posting a 72 hour notice in a conspicuous place on the vehicle indicating the Owner's intent to tow the said vehicle. Resident further agrees not to store and/or park any trailer, camper, boat, or any other similar recreational vehicle on the premises without the written consent of the Owner. Resident agrees not to store and/or park any commercial or public vehicle on the premises under any conditions. Resident further agrees not to make any repairs of the aforementioned motor vehicle and/or recreational items on the premises without the written consent of the Owner. Resident further agrees to park only the vehicles described on the rental application on the premises.

_____ **10 RULES AND REGULATIONS:** Resident, Resident's guests and occupants shall comply with written apartment and/or premises rules (including community policies), which shall be considered part of this lease. Owner may make reasonable rules changes if in writing and distributed to all units in the apartment community or to the occupant of a single premise. Changes are effective immediately. Resident shall be liable to Owner for damages caused by Resident or Resident's guests or occupants. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress.

_____ **11 DISORDERLY CONDUCT:** Resident agrees not to permit or suffer any disorderly conduct, noise, vibration, odors or other nuisance about the premises, having a tendency to annoy, or disturb any persons occupying adjacent premises and to use no machinery or any other apparatus which would damage the premises or annoy other Residents.

_____ **12 PAYMENT OF FUTURE RENT:** In the event of the failure of the Resident to pay any rents or other monetary obligations due hereunder, the Owner, besides other rights and remedies he may have, at his option, may either terminate this lease or from time to time without terminating this lease relet the premises. Upon such reletting, all rentals and other sums received by the Owner from such reletting, shall be applied, first, to the payment of debt other than rent due to Owner; second, to any unpaid installments of the last month's rent; third, to costs and expenses of re-letting; and fourth, to past due rent, with the residue, if any to be held by the Owner and applied as payment of future rent as the same become due and payable hereunder. No such re-entry or retaking possession of said premises by the Owner shall be construed as an election on his part to terminate this lease unless written notice of such intention be given to the Resident. The tenant's (resident) obligation to pay rent shall continue for the full term of this lease, notwithstanding a judgment for possession decreed by a court of competent jurisdiction.

_____ **13 ASSIGNMENT:** Resident shall not assign this agreement or sublet the premises of any part thereof, and shall not allow any person to occupy the same other than persons to whom the premises is rented under this Agreement without prior written consent of the Owner.

_____ **14 ACCESS:** Resident shall allow Owner access at all reasonable times to the premises for the purpose of inspection, or to show the premises to prospective purchasers, mortgages of the premises building, or to any other person having a legitimate interest therein, or to make necessary repairs, maintenance, or improvements. Owner shall, whenever practicable, give Resident 24 hours notice prior to entering the premises. Resident agrees that in case of emergency or apparent abandonment, Owner may enter the premises without consent or prior notice of Resident.

_____ **15 RE-RENTING OR SALE:**

_____ Resident agrees that Owner shall have the right to show the premises to prospective future tenants at reasonable times for a period of 30 days prior to expiration of this tenancy, or upon having received written notice from Resident of an intention to vacate. The Owner shall, whenever practicable, give Resident prior notice of a showing.

A If the Owner elects to sell the property during this tenancy the tenant will co-operate as follows:

- 1 The tenant will allow the property to be shown at all reasonable times, and without the necessity of being present for a period of 30 days prior to the expiration of the of the tenancy.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(BDT20-5-09) (Mandatory 7-09)

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT AGENCY OR TRANSACTION-BROKERAGE.

**BROKERAGE DISCLOSURE TO
TENANT**

DEFINITIONS OF WORKING RELATIONSHIPS

For purposes of this document, landlord includes sublandlord and tenant includes subtenant.

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

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

Transaction-Broker: A transaction-broker assists the tenant or landlord 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 tenant's financial ability to perform the terms of a transaction and, if a residential property, whether the tenant 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.

RELATIONSHIP BETWEEN BROKER AND TENANT

Broker and Tenant referenced below have NOT entered into a tenant agency agreement. The working relationship specified below is for a specific property described as:

or real estate which substantially meets the following requirements:
N/A

Tenant understands that Tenant shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified by Tenant.

CHECK ONE BOX ONLY:

Multiple-Person Firm. Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

One-Person Firm. If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

CHECK ONE BOX ONLY:

Customer. Broker is the landlord's agent and Tenant is a customer. Broker is not the agent of Tenant.

Broker, as landlord's agent, intends to perform the following list of tasks:

Show a property **Prepare and Convey** written offers, counteroffers and agreements to amend or extend the lease

PREPARED BY: Russ Wehner, Owner

BDT20-5-09. BROKERAGE DISCLOSURE TO TENANT

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Tenant(s) _____

07/01/09 09:01:14

Customer for Broker's Listings - Transaction-Brokerage for Other Properties. When Broker is the landlord's agent, Tenant is a customer. When Broker is not the landlord's agent, Broker is a transaction-broker assisting in the transaction. Broker is not the agent of Tenant.

Transaction-Brokerage Only. Broker is a transaction broker assisting in the transaction. Broker is not the agent of Tenant.

If Broker is acting as a transaction-broker, Tenant consents to Broker's disclosure of Tenant's confidential information to the supervising broker or designee for the purpose of proper supervision provided such supervising broker or designee shall not further disclose such information without consent of Tenant, or use such information to the detriment of Tenant.

THIS IS NOT A CONTRACT.

If this is a residential transaction, the following provision shall apply:

MEGAN'S LAW. If the presence of a registered sex offender is a matter of concern to Tenant, Tenant understands that Tenant must contact local law enforcement officials regarding obtaining such information.

TENANT ACKNOWLEDGMENT:

Tenant acknowledges receipt of this document on _____ .

TENANT _____

BROKER ACKNOWLEDGEMENT

On _____ , Broker provided

_____ (Tenant) with this document via _____ and retained a copy for Broker's records.

Brokerage Firm's Name:

Wehner Property Management Co.
280 S Madison Street
Denver, CO, 80209
Phone: 303-320-8517 Fax: 303-393-9503

By: _____

Signature

Date



wehner property management co.

280 S MADISON ST
DENVER, CO 80209
Tel (303) 320-8517 Fax (303) 393-9503

Lead-Based Paint Disclosure (Rentals)

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

Unit# at Street Address City State Zip

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

Penalties for failure to comply 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.

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.
- Known 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

- (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.
- (f) Tenant has received the pamphlet "Protect Your Family from Lead in Your Home".
- (g) I hereby give accept my lease after receiving this disclosure.

Real Estate Licensee's Acknowledgement

Each real estate licensee signing below acknowledges receipt of the above Landlord's Disclosure, has informed Landlord of Landlord's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

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

Tenant _____ Date _____

Tenant _____ Date _____

Wehner Property Management Co. _____ Date _____