

THE CAMBRIDGE
UNFURNISHED APARTMENT LEASE
(2-1-10 Version)

This Lease is between Good Realty Management, LLC (agent for the Owners), as Landlord, and _____ as Tenant(s). Additional authorized tenant is _____.

In consideration of the rent and deposit identified below, apartment number _____ at 1560 Sherman St., Denver, CO 80203 is rented, unfurnished as itemized under Additional Provisions, for use as a private residence, and/or legal home-based business by tenants listed above only.

The apartment is hereby leased from twelve o'clock noon on _____ to twelve o'clock noon on _____. Tenant agrees to provide not less than 30 days advance notice of intention to vacate in writing. The lease amount is \$_____ per month. Rent is due on the _____ of the month.

The Tenant deposited \$ _____ with the Landlord on _____, which is security upon lease termination for any rents/fees/penalties due, for any services ordered but not paid, for any cleaning, for any property damage or missing items, or damage and loss of rent due to illegal activities or a breach of the Lease covenants. Deposit monies not so required will be returned to the Tenant(s) who sign the lease within sixty days after possession is returned to the Landlord. Deposit monies retained will be fully itemized in writing within that sixty day period. At no time shall the Tenant use the Deposit in lieu of rent. The Tenant acknowledges that the Apartment was clean prior to occupancy, and agrees to leave the apartment clean upon move-out.

The Tenant agrees:

1. To pay the rent on time each month. Fees for late payment are \$10 per day (EVEN IF ONE DAY), and returned checks will be charged \$50. Certified check or money order will be mandatory after one bounced check. Rent may be paid by check, certified check or money order (NO CASH) payable to Good Realty Management, LLC. Rents received three (3) or more days late must be made via a certified check or money order and must include late fees.
2. To comply with all rules for the building in consideration of other tenants, such as:
 - a. No loud noise, TV, stereo or musical instrument such as to disturb others.
 - b. No defacing of the apartment or the building for any reason. This shall include hanging items in the window or setting items on the sill so as to be viewed from others outside of the building.
 - c. Trash and recycling to be taken to the location designated by Landlord.
 - d. Bikes to be parked in designated common areas and not to be taken to unit for any reason.
 - e. NO SMOKING in units or any other area of the building including under canopy or in front patio or anywhere within 30' of the building. Smoking anywhere in the building or other areas noted will result in a penalty. See list of penalties and amounts on Page 3.
 - f. NO BURNING of any odorous materials such as fragrant candles or incense in units or any other area of the building.
 - g. Apartment to be kept in good condition as when rented (loss by fire or accident excepted -unless due to Tenant negligence), and except for normal wear and tear. Initial _____
 - h. In every way to cooperate with all tenants to maintain a truly up-scale residence. _____

3. To use the apartment for no purpose in violation of the laws of the US, Colorado, or the City and County of Denver; to comply with any and all fire regulations; to make no marks on walls or woodwork or make any modifications of the apartment; to store no inflammable or odorous materials; to keep the hallways clear at all times; to install no additional locks without the prior written permission of the Landlord, and to avoid any disorderly conduct in consideration of other Tenants. Even minor modifications (such as showerhead changes) will be subject to a minimum penalty. To notify Landlord, in writing, when a battery change is needed on a smoke alarm.
4. To neither hold nor attempt to hold the Landlord or the Landlord's service representatives personally liable for any injury or damage to person or property, or for any injury arising from the acts of any co-Tenant.
5. To allow the Landlord or his representatives and service personnel access to the Apartment at any time to make needed repairs or to inspect the apartment. When showing the apartment, notice of as little as 15 minutes is common and must be respected by the Tenant.

SUBLET

6. Should the Tenant need to sublet the unit for any reason, Tenant may pay a \$300 fee and Landlord shall make a good faith effort to re-rent the premises. This fee shall in no way relieve the Tenant of his/her obligations throughout the remaining Lease period. The Tenant may also try to negotiate a buyout payment to the Landlord to terminate the Lease.
7. The building is subject to a Lien, which has certain prior claims to which this Lease must be subordinate.
8. If the apartment is left vacant, and any part of the rent unpaid, the Landlord may at his discretion re-rent the apartment as he sees fit; making such changes, repairs and alterations as deemed necessary. The Tenant shall be liable for any balance remaining on the Lease.
9. Upon termination for any reason, the Tenant agrees to surrender all keys. Lost building, apartment, or mailbox keys will be charged \$25 each. Keys tendered: Bldg , Apt , Mailbox , Stairwells .
10. The Tenant has relied solely on the statements herein written, and not on the statements of the Landlord or his agents, and that no agent of the Landlord has a right to change the terms and conditions of this Lease between the Landlord and the Tenant, unless in writing and signed by both parties.
11. To not use the Loading Zone for parking at anytime, day or night, 7 days a week.
12. The Landlord's Building Manager/Rep may or may not live onsite. When the Tenant loses keys or locks himself out of the building/unit, if a Landlord representative must provide access to the building/unit for the Tenant, a \$50 upfront cash payment must be made to the Landlord's rep. There is no Guarantee on the time the Landlord Rep will respond to the Tenant's request and when between 9 p.m. and 7 a.m., the Tenant may need to stay overnight elsewhere at his/her cost.

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The Parties also agree as follows:

1. The Landlord has reserved the right to alter the appurtenances of the leased premises as he sees best, and to lease any other portion of the building.
2. Utilities – water, heat, and electricity –are paid by the Landlord. Expanded Cable and WiFi services are paid for by the Landlord. Telephone services are the responsibility of the Tenant.
3. The Landlord retains right to change cable or internet services without Tenants approval.
4. The Landlord will operate the building in an attempt to maintain apartment temperatures between 64 and 80° F. Tenants must comply with the Landlord’s instructions in order to maintain this comfort range. In the heating season the Tenant will maintain a minimum temperature in order to prevent pipe freezing. For the 01, 02, 03, 04, 05, 09, and 10 units, this equates to a setting of 2 on the radiator knobs. For the 06, 07, 08, and 11 units, this equates to a HEAT setting AUTO and at a 70° temperature point. Should the Tenant violate this minimum temperature requirement and such action results in damages to the unit or to the plumbing or other infrastructure, the Tenant shall be liable for the costs to remedy such damages. The landlord also reserves the right to completely seal the operable unit windows between Oct. 1 and March 31.
5. The Landlord shall not be liable for any claim of damages of any kind due to interruption of water supply, power, loss of elevator service or refrigeration.
6. Although cleaning of the hallways and common areas are the responsibility of the Landlord, apartment cleaning is the responsibility of the Tenant.
7. As to any furnishings, artwork, and draperies, included, the Tenant assumes responsibility for their good care and to return them in the condition found, less reasonable wear and tear. Cost of repair and cleaning is the responsibility of the Tenant. The Tenant shall not attempt to clean any flat panel television or flat panel television screen and Tenant will request Landlord to do so, if so desired.
8. Pets are allowed only with Landlord approval and payment of additional charges
9. Lease renewals must be in writing and signed by both parties.

SAMPLE

Option To Renew

10. The Tenant shall have an Option to Renew for one year if the Tenant has not been in breach of any Lease covenant. The Landlord shall have the discretion to keep the Tenant in this unit or to relocate the Tenant to another unit (at same rate) that is comparable in size and features. The rate for this apartment is as follows: 365 + Days \$ _____\mo.
11. If at any time, the Tenant is in arrears as to the rent or in breach of any Lease covenant, the Landlord may take any action of eviction or other redress as allowed by Colorado Law. If Landlord does retake possession of he premises for any such reason, Landlord shall be permitted (but not obligated) to re-rent the same for such rent, and upon such conditions as Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and Tenant shall be liable for the balance of the rent herein reserved until the expiration of this Lease. Tenants payment obligations under this paragraph shall be fully and immediately payable, and other revenue from

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any future rental of the same premises shall be applied toward Tenant's total obligation or refunded to Tenant if/when any overpayment situation occurs.

- 12. Guests of Tenant must be made known to Landlord in writing, before the guest enters the building. Any stay longer than eight (8) nights (consecutive or not) will require a credit card payment of \$25/night/guest, or the addition of the Guest onto the Lease as a Tenant.
- 13. If the premises are rendered untenable by reason of fire, or other disaster, the Landlord will agree with the Tenant for such modification of rents as is required, assuming the Tenant was not in negligence.
- 14. Should a dispute arise as to this Lease, the prevailing party will be entitled to redress for legal and other fees from the losing party.
- 15. Penalties shall occur after one written warning. No written warning will be given when the infraction is discovered at any time after moveout. Penalties are as follows:

Noise	\$50	Parking in Loading Zone	\$50
Not allowing unit access	\$50	Bike taken to Unit	\$50
Use of profanity	\$50	Smoking/burning of odorous materials in unit	\$200
Violation of Pet Addendum	\$50	Smoking – any other area	\$100
Minor Modifications in Unit	\$50		

The Landlord's option of charging penalties shall not preclude the Landlord from also taking legal action per #10 above.

_____ Tenant _____ Date

_____ Tenant _____ Date

_____ Landlord _____ Date

