

A-1 MOUNTAIN PROPERTY MANAGEMENT
TENANT LEASE OF PROPERTY

This Tenant Lease of Property made and executed this _____, 2007 between A-1 Mountain Property Management, LLC (Agent) dba Columbine Brokers, Inc., Homeowner; _____ and Tenants; _____ is entered into by the parties with respect to (Address) _____
County of _____, State of Colorado.

Term: The term of this Tenant Lease shall commence at 12:00 P.M. on _____, 2007 and shall terminate at 12:00 P.M. on _____ 2008. Monthly rent shall be \$ _____ per month, due and payable on the 1st of the month.

DEPOSITS:	DUE:	PAID:	BALANCE:	DUE DATE:
Security and Cleaning Deposit	\$ _____	\$ _____	\$ _____	_____
Non-Refundable Pet Deposits (Specify)	\$ _____	\$ _____	\$ _____	_____
Other (i.e. monthly rent or pro-rated rent)	\$ _____	\$ _____	\$ _____	_____
Application Fee	\$ _____	\$ _____	\$ _____	_____
Total	\$ _____	\$ _____	\$ _____	_____

Within sixty (60) days following the termination of this Tenant Lease of Property, the Owner shall return the Security and Cleaning Deposit to Tenant, less any sums which may be applied to unpaid rent, late charges, late payments, return check charges, unpaid utility charges, cleaning, shampooing carpets, un-returned keys, replacement of batteries or light bulbs, or to repair any damage to the premises or contents thereof caused by Tenant or his/her family or invitees, excepting ordinary wear and tear. An additional thirty (30) days may be used by Owner when estimates or actual repairs and/or costs cannot be obtained within the first sixty (60) days after termination of the lease or surrender and acceptance of the property (whichever occurs last). Upon vacating the dwelling by Tenant, whether by virtue of termination of this Tenant Lease of Property or upon the proper notice as in this Lease provided, the Tenant shall return the keys to the manager of the dwelling. **Rent shall be charged until the keys have been returned;** however, surrender of keys shall not relieve Tenant of his/her responsibility to meet the terms of this Lease. Should Tenant vacate prior to the last day of the Lease, resident will be held responsible for paying rent either up through and including the last day of the Lease or until the unit is re-rented, whichever is first, administration charges associated with the re-leasing process, and advertising costs. **No Security and Cleaning Deposit shall be returned to any Tenant occupying the unit for less than the original term of this Lease of Property.** Following inspection of the unit, the Security and Cleaning Deposit, or a portion thereof, shall be mailed to Tenant at his/her last known address within 60 days. Tenant agrees to leave a forwarding address with the Owner upon vacating the unit. In the case of a collection process, an additional undetermined amount of time may be required for settlement. It is understood that the Security and Cleaning Deposit **CANNOT be used as the last month's rent.** For convenience, **all security and cleaning deposits and rental payments shall be made payable to A-1 Mountain Property Management, 28628 Aspen Dr., Conifer, CO 80433.**

Notwithstanding the foregoing, Tenant specifically releases A-1 Mountain Property Management, LLC from any and all claims or demands with respect to the security and cleaning deposit, and shall be between the Owner and Tenant. Any dispute relative to the security and cleaning deposit, A-1 Mountain Property Management, LLC shall not be a party thereto.

Interest will NOT be paid on deposits. The security deposit obtained herein, in the amount of \$ _____ shall at all times during

the term hereof remain in the original amount of \$_____. In the event that Owner deems it appropriate or necessary to utilize portions of the security deposit in order to satisfy any obligations of the Tenant as set forth herein, Tenant upon seven (7) days written notice from Owner shall deliver to Owner an amount equal to any portion of the security deposit expended for such purposes, in order to restore the security deposit to its original amount as stated herein.

RENT: Tenant agrees to pay Agent as rent for the Premises the sum of \$_____ per month in advance, upon the 1st day of each month. Tenant hereby acknowledges that if payment of rent and any other sums due hereinafter are not received by Agent within three (3) days after such payment is due, then without any requirement for notice to Tenant, Tenant shall pay to Agent a late charge of \$50.00. In addition, Tenant shall pay Agent the sum of \$50.00 as a returned check charge for any check returned to Agent for non-sufficient funds. Moreover, Agent may exercise other remedies to collect damages for a returned check as provided under applicable law. Said money is to be used as bookkeeping charges. If paying by cash, you must have a receipt from A-1 Mountain Property Management signed by a representative of A-1 in order to get credit if there is a discrepancy.

UTILITIES: Tenant agrees to have all utilities put into their name and address at the beginning of tenancy. Tenant shall be responsible for and shall pay all utilities and utility deposits used by Tenant in connection with resident's occupancy of the Premises including but not limited to propane, electricity, telephone service, water/sewer, trash removal, and replacement of wood if wood stove is used. If services are interrupted as a result of Tenant's negligence, then Agent shall not be held liable. Tenant shall be responsible for payment of all disconnect and connect charges assessed against the property.

MAINTENANCE, SERVICE AND EXPENSES:

A. Maintenance - Tenant shall maintain the Premises in good order, condition and repair including but not limited to the generality of the foregoing, all plumbing, heating, ventilating, electrical, lighting facilities and equipment with the Premises, walls (interior), ceilings, floors, carpeting, linoleum, windows, doors and appliances located within the Premises and the surrounding yard and outbuildings. Agent reserves the right to maintain and repair any part of the Premises which the Tenant is not diligently attempting to maintain or repair within a reasonable time following Agents written notice to Tenant of the condition which requires maintenance or repair. Agent shall have the right to collect the costs of such maintenance or repair from Tenant.

B. Tenant shall not cut any trees, shrubs or bushes on the Premises without the Agent's prior written approval.

OCCUPANCY: The Premises shall be used and occupied only by Tenant in a careful, safe and proper manner as a residential dwelling for ____ adults and ___ children, and for no other purpose whatsoever unless written consent from the Owner or the Agent is first obtained. In the case of another adult or child occupying the premises for more than 30 days the rent will be increased by \$50.00 more per individual.

MULTIPLE OCCUPANCY: It is expressly understood that this Tenant Lease is between the Owner and each Tenant. Each Tenant is individually responsible for performance of this Tenant Lease and liable for full payment of the rent. It is expressly understood that if the Tenants fail to perform any of the promises, or covenants to be performed by them, the Owner may enforce its rights.

HOUSE RULES: In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by any and all house rules and/or association regulations whether issued before or after the execution hereof, including but not limited to, rules with respect to noise, safety and tranquility of others, odors, disposal of refuse, pets, parking and use of common areas.

PETS: TENANT SHALL NOT KEEP ANY PETS IN OR AROUND THE PREMISES WITHOUT PRIOR WRITTEN CONSENT OF AGENT, which Agent may withhold for any reason in Agent's sole discretion.

SUBLETTING: Tenant agrees that they will not sublet the Premises, or any part thereof, nor assign its interest in this Lease, or any interest herein without the prior written consent of Agent, which may be withheld for any reason in Agent's sole discretion.

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ALTERATIONS:

A. The Premises are being leased to Tenant in an "AS IS" condition. By taking possession of the Premises, Tenant will be deemed to have accepted the Premises in its condition on the date of possession of occupancy and to have acknowledged that there are no items needing work or repair. Tenant acknowledges that neither Agent nor its agents or employees have made any representation or warranties as to the suitability or fitness of the Premises for any particular purpose, nor has Agent or its employees agreed to undertake any alterations or construct any Tenant improvements to the Premises except as expressly provided in this Lease.

B. Agent shall have the right at reasonable, mutually agreed times or within 24 hours if tenant cannot be reached, to enter the Premises to inspect the Premises, to show the Premises to prospective tenants and purchasers pursuant to "Showing Of Premises" paragraph of Tenant Lease, to make repairs, additions and alterations to the Premises and to maintain the Premises, except in the case of an emergency in which case no prior notice is required.

C. Tenant shall not make alterations in, or additions to the Premises without first obtaining the written consent of Agent, which Agent may withhold for any reason in their discretion. All additions or improvements made by the Tenant shall be deemed part of the Premises and a permanent fixture thereon and shall remain upon and be surrendered with the Premises as a part thereof at the end of the term of this Lease, by lapse of time, or otherwise, or at the option of the Agent, shall be removed and the Premises restored to its original state at Tenant's sole expense.

D. Tenant shall keep Premises free from all and any liens arising out of any work performed, materials ordered or obligations incurred by Tenant. If Tenant becomes insolvent, voluntarily bankrupt, or if a receiver or assignee or other liquidation officer is appointed for the Tenant, Agent may terminate Tenant's right to possession under this Lease at the Agent's option. If Agent makes any payment on behalf of Tenant, Tenant shall reimburse Agent for that expense plus interest at the same rate as for delinquent rent with the reimbursement to be made within ten (10) days after receipt of billing.

INSOLVENCY: In the event Tenant is adjudicated as bankrupt or makes an assignment for the benefit of his creditors, this Tenant Lease of Property shall cease and terminate, at the option of the Owner, and said premises shall be surrendered to Owner, who hereby reserves the right, in either of said events, to repossess said premises. This does in no way release Tenant of any obligation or responsibilities under the "Tenant Lease of Property", nor change or eliminate financial responsibilities.

DEFAULT: If the rent, or any part thereof, shall be in arrears, or if the Tenant defaults in the performance of any of the terms hereof, the Owner may, at its election, either (1) declare the term hereof ended and re-enter and resume possession of the premises, change the locks and keys to the premises, and remove all persons and property there from by force or otherwise (or exercise its rights under paragraph "Tenants Property" hereof), without being liable to prosecution or in damages therefore; or (b) declare the entire unpaid rent immediately due and payable and bring suit therefore at once. If Tenant remains in possession of the premises after termination thereof, he/she shall be deemed guilty of forcible entry and detainer of said premises under the statute, thereby waiving all notice, and shall be subject to eviction and removal. No re-entry by Owner or Agent or its employees shall be deemed an acceptance or surrender of this Tenant Lease. If the term is ended as above provided, or if Tenant abandons or vacates said premises before the end of the term of this Tenant Lease, Owner may, at its option, enter said premises and re-lease the same on such terms and conditions as it may see fit, making such changes to said premises as Owner deems necessary or desirable for the purpose of such re-leasing, and if a sufficient sum is not realized each month (after payment of all the expenses of such changes and the expense of such re-leasing), to equal the monthly rental agreed to be paid by Tenant by the terms of this Tenant Lease, the Tenant agrees to pay such deficiency each month after Owner has once made written request thereof. Any furnishings, appliances, or miscellaneous items left in the dwelling or on the premises, after a default status is declared, will become the property of Owner/Agent. Under Colorado Statute 13-40-107.5 "substantial violation" Section 3C it stipulates that any illegal substances found on the property or in possession of persons/tenant will constitute a default status and owner/agent can take possession of the property immediately to protect the premises. Any paraphernalia or drugs found on the property will be confiscated and turned into the local authorities. Owner may bring suit for and collect rent, assessments, damages and any other charges in the event of default as aforesaid, without prior notice and without entering into possession, such right to sue and such right to forfeit and re-enter being cumulative and not exclusive. Tenant agrees to pay Owner for all costs, including reasonable attorney's fees and interest on unpaid rentals or other charges, at the rate of 18% per annum, in any court action brought by Owner to recover any rent, damages, or other charges due and unpaid under the terms hereof or for the breach of any of the terms and conditions to be performed by Tenant or to recover possession of the premises, whether or not such court actions shall proceed to judgment.

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VACATING THE PREMISES: It is NOT the responsibility of the Agent to inquire if Tenant is going to renew the lease. It is the responsibility of the Tenant, and Tenant agrees to notify Agent at least 30 days before the final day of this lease of Tenant's intentions to vacate or re-lease the property.

TENANTS PROPERTY: As security for the faithful performance of all of his/her obligations under this Tenant Lease, including the payment of rent, Tenant hereby grants Owner a security interest in all Tenant's property in the premises now or hereafter, and in the event of a default by Tenant, Owner may exercise all rights of a secured party under the "Uniform Residential Landlord and Tenant Act". If this Tenant Lease is terminated or if Tenant leaves the premises or is evicted there from leaving property therein, Owner may,

in addition to all other rights, deliver such property to any person or persons who represent written evidence satisfactory to Owner that such person is entitled to possession thereof, and Owner shall incur no liability of any nature whatsoever to Tenant, its heirs, personal representative or assigns, or to the Owner of the property, by reason thereof. In addition, neither Owner or Agent is responsible for any damage caused to Tenant's appliances, TV's, computers, etc. due to an "Act of God" including, but not limited to, lightning, fire, floods or wind.

SHOWING OF PREMISES: Upon prior reasonable notice to Tenant, (when possible a 24 hour notice will be given with the exception of an emergency) Agent may gain access to the Premises during reasonable hours of the day. If the Premises is for sale, Tenant agrees to cooperate with showings to prospective buyers and to maintain the Premises in a manner that will present the property best. Failure to do so will constitute a breach of this Lease. Premises shall be kept in SHOWABLE CONDITION at all times.

RIGHT OF INSPECTION: In the case of an emergency (i.e. propane leaks, well, septic problems, fire, flash floods etc.), and non-emergency and/or deemed appropriate by the situation and at Agent's discretion, no notice may be given to enter the premises. Agent will make every attempt to contact Tenant. Agent has the right to inspect the premises and take pictures for any destruction, neglect or abuse being done to the property or its contents that the Agent becomes aware of, or to make any necessary repairs. A 24 hour notice will be given when possible. If in the attempt to give notice and Agent is unable to contact the Tenant directly, any phone message will suffice as proper notice.

ATTORNEY'S FEES: In the event that any legal action is brought by either party to enforce terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee, expert witness fees, accounting fees and court costs.

WAIVER: No failure of Owner to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of partial payment of rent be deemed a waiver, nor shall any acceptance of partial payment of rent be deemed a waiver of Owner's rights to the full amount thereof. If the proceedings shall at any time be commenced for recovery of possession as aforesaid and compromise or settlement shall be effected either before or after judgment whereby Tenant shall be permitted to retain possession of said premises, then such proceedings shall not constitute a waiver of any condition or agreement contained herein or of any subsequent breach thereof or of this Tenant Lease.

NOTICE: When giving any notice pertaining to this lease here within shall be in writing. Notice to Tenant may be delivered personally to the Tenant or placed in an obvious place at the demised premises. Notice to Owner shall be delivered personally to him/her or to an authorized employee of A-1 Mountain Property Management, LLC, or sent by Certified mail addressed to Owner, in care of the main office of A-1 Mountain Property Management, LLC, 28628 Aspen Drive, Conifer, CO 80433, or such other place as Owner may designate in writing. Notice shall be deemed delivered upon date of postmark.

OWNER APPROVAL: Preparation of this Tenant Lease by Owner or Agent and submission of same to Tenant shall not be deemed an offer to Tenant to lease. This Tenant Lease shall become binding upon Owner and Tenant only when approved by Owner and fully executed by both parties.

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BINDING EFFECTS: It is further agreed, that the conditions and agreements contained in the within agreement to be performed by the respective parties, are binding on, and may be legally enforced by, the said parties, their heirs, executors, administrator, successors and assigns respectively.

Item 1. Lessee is responsible for all personal trash removal and general up-keep.

Item 2. If a wood-burning stove and wood is supplied, Lessee is responsible for replacement of one (1) cord of wood, split and stacked in designated areas before leaving premises or termination of "Residential Lease".

Item 3. If fireplace or wood burner is present then before leaving premises or termination of "Residential Lease", the wood burning chimney will be swept by a professional chimney sweep at the expense of the Tenant.

Item 4. If propane is a heat source, Lessee is responsible for 100% of used propane. Replenishing the propane tank will be done at the end of lease term and/or before leaving the premises or termination of "Residential Lease". The expense will be deducted from the deposit.

- Item 5. All carpets will be cleaned/shampooed before leaving the premises or termination of "Residential Lease" at Lessee's expense. Any damage to the carpets or linoleum tile will be replaced/repared at the Lessee's expense and to the Lessor's satisfaction.
- Item 6. All spackling, touch-up or repairs for prepping painted surfaces (walls, ceilings, etc.) and painting will be the responsibility of the Lessee at the satisfaction of the Lessor before leaving the premises or termination of the "Residential Lease".
- Item 7. Appliances will be furnished by Lessor. Maintenance is responsibility of Lessee as described under "Rules and Regulations" #4 of the "Residential Lease", if not covered by manufacturer's warranty.
- Item 8. If septic system is sewer source, at the end/termination of the "Residential Lease," 100% of the expense to clean out/pump the septic tank will be deducted from the Lessee's deposit. Lessee agrees to use single-ply/septic paper in all bathrooms.
- Item 9. For each pet, a non-refundable fee is required. **NO CATS ALLOWED/UNLESS AUTHORIZED BY HOMEOWNER. If any violation of the lease concerning the amount of pets originally allowed occurs, there will be a double non-refundable deposit (\$200 per pet) required.**
- Item 10. All or any legal fees for default per the "Default" section of the "Residential Lease" will be charged, billed or held from deposit and is the responsibility of the Lessee.
- Item 11. All maintenance and/or repairs of the "Addendum" and "Rules and Regulations" will be charged, billed or held from deposit of the Lessee.
- Item 12. Lessee agrees not to renovate, construct, destruct and/or remove any structures or landscaping (trees, bushes, etc.) without written authorization from Lessor.
- Item 13. Lessee has been recommended to obtain renters insurance for their own behalf. Liability of any personal property damage, personal injury and/or an insurance claim will not be invoked on Lessor. Lessor will not be held liable for any and/or all insurance issues or claims.
- Item 14. Lessee agrees to return all garage door openers, keys, trash cans and hand tools (i.e. shovels, broom and ice scraper) provided by Lessor in good condition. Non-return of any of the above items in good condition will be deducted from the Lessee's deposit.
- Item 15. Lessee agrees under all Laws/Conditions/Obligations in the "Residential Lease and Addendum" that if rental payment for each month, in the sum of \$_____ is not received by the 3rd of each month, a \$50.00 late charge will be assessed and is due immediately along with late rent amount for a total of \$_____. A "Three Day Notice" to vacate the premises will be posted and all service fees will be at the expense of the Tenant.

OTHER PROVISIONS: The "Tenant Lease of Property" is active for 11 months of tenancy and if all conditions are met then the "Residential Lease Agreement to Purchase" will be activated for a period of one month for the sole purpose of purchasing the house. Upon approval of homeowner, tenants can request an additional 6 months to obtain lending. Tenants have to prove "due diligence" for the extension to obtain better financing opportunities. The "Residential Lease Agreement to Purchase" will be activated per the Good Faith Statement". If there is excessive wear and tear or odors due to the animal, tenant will be responsible for repairing/replacing damaged areas. Propane level at move-in is at _____%.

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RULES AND REGULATIONS

1. Tenants are responsible for all snow and ice removal from the premises. If power equipment, shovels, scrapers or any other tools are supplied by Agent/Homeowner for use on the premises all of the equipment and/or tools will be returned in good working condition as given. If not returned in good working condition then replacement/repair will be at the expense of Tenant.
2. Tenant shall not destroy the lawn, forest area or planting areas for any purpose whatsoever. Tenant is responsible for all the grounds up keep. If Tenants have pets on the premises then all animal feces **MUST** be removed consistently throughout the term of the lease and at the end of the lease. If not cleaned or animal feces not removed, Tenant will pay cleaning expense.
3. If there is a septic system on the property, tenant agrees **NOT TO** flush anything down toilets other than human waste and toilet paper. Kotex, Tampax, disposable diapers, prophylactics, food rubbish rags, will clog the drain and cost the Tenant a plumbing bill. It is required for you to use single-ply toilet paper for minimal damage to drains/septic system. Tenant is responsible for frequent maintenance to the septic by adding yeast and conditioner each month for the duration of Tenant lease.
4. The Tenant shall leave the **stove, refrigerator**, trash compactor, dish washer and other appliances in the residence in a clean and sanitary condition so that it can be immediately used by the next occupant. Failure to comply will result in a cleaning charge to the Tenant. If appliances are abused or neglected Tenant will be responsible for replacement and/or repair.
5. No animal shall be kept in or about the Premises without the written consent of the Owner or Agent.
6. No water beds without the written consent of the Owner or Agent.

- 7. Garbage shall be properly deposited in wildlife-proof trash receptacles/cans for trash pick-up and/or removed from the premises.
- 8. Tenant is responsible for providing batteries in smoke alarms and for keeping smoke alarms and fire extinguishers in working condition.
- 9. Tenant and guests shall use every consideration towards neighbors with regard to refraining from excessive noise or any annoyances. Special consideration should be given between the hours of 10:00 p.m. and 8:00 a.m.
- 10. Any objectionable disturbances of any kind, taking place on the premises, involving either Tenants or their guests, will, in all fairness to other Tenants, result in Owner's or Agent's taking immediate action to quell the disturbance, and if necessary, to repossess the Premises.
- 11. If subject property is for sale, Tenant agrees to cooperate with showings to prospective buyers and to maintain the premises in a manner that will present the property to its best advantage. Failure to do so will constitute a breach of contract.
- 12. It is understood that the Owner and the Agent reserve the right at any time to change or rescind one or more of these rules and regulations to make such other and further reasonable rules/regulations as may from time to time be necessary for the safety, care and cleanliness of the premises, and for the preservation of good order therein. Any constructive criticism by which the service rendered may be reasonably improved and will be welcomed.

ENTIRE AGREEMENT: The foregoing constitutes the agreement between the parties and may be modified only in writing signed by both parties. The preceding "Rules and Regulations" have been made a part of the agreement before the parties execution hereof.

THE UNDERSIGNED PARTIES HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS "TENANT LEASE OF PROPERTY" AND ABOVE "RULES AND REGULATIONS" AND ACKNOWLEDGES RECEIPT OF A COPY HEREOF.

DATE: _____ DATE: _____

AGENT: _____ RESIDENT: _____

RESIDENT: _____

AGENT: A-1 MOUNTAIN PROPERTY RESIDENT: _____

MANAGEMENT, LLC
 28628 ASPEN DRIVE / CONIFER, CO 80433
 (303) 816-9356
 (A-1TenantLease.Blank)