

HIDDEN LAKE MOBILE HOME PARK RENTAL LEASE AGREEMENT

1. **PARTIES.** THIS LEASE AGREEMENT (“Lease”) is entered into this _____ day of _____, 20____, by and between HIDDEN LAKE MOBILE HOME PARK (“Community”), and the person(s) identified in Paragraph 2(c) below.

2. **DEFINITIONS.** The following words shall have the listed meanings when used in this Lease:

(a) **Community.** Community shall mean the HIDDEN LAKE MOBILE HOME PARK, a family, all-age community.

(b) **Landlord.** Landlord means the owner of Community or its agents or representatives authorized to act on its behalf, which includes any Management Company selected by it, and the Community Manager. In this Lease, the words “we”, “our” and “us” refer to the Landlord.

(c) **Resident.** Resident means the person who lawfully occupies the premises within the Community under a fully executed Lease Agreement. Each Resident must be a party to the Lease Agreement. In this Lease, the words “you” and “your” refer to the Resident.

The following, whether one or more, are the “Resident” under this Lease (*all must sign this Lease*):

Full Name	Birth Date	Age	Full Name	Birth Date	Age
_____	____/____/____	____	_____	____/____/____	____
_____	____/____/____	____	_____	____/____/____	____
_____	____/____/____	____	_____	____/____/____	____

We have relied upon the above information (and the information regarding additional occupants of the Premises at the end of this Lease) in agreeing to enter into this Lease, and you hereby confirm the accuracy of that information.

(d) **Premises.** Premises means the property leased in this agreement. You understand that the Premises do not have any fixed boundaries, lot lines or square footage and that the actual size and dimensions of the Premises may vary from time to time (it may be reduced or enlarged without adjustment in Rent), during the Lease term or any extensions of the Lease, in our sole discretion. You agree to abide by those boundaries and lot lines which are established by us from time to time during the Term and agree that we may relocate any of your improvements on the Premises which are not within legal setbacks after relocation of the boundaries, at our expense.

(e) **Occupant.** Occupant means any person, other than you, who is approved to reside at the Premises and whose name and information are provided on the last page of this Lease, or whose name is later added to this Lease in a writing signed by us, in our sole discretion.

(f) **Guest.** Guest means any person who satisfies the requirements in Paragraph 4 of this Lease.

(g) **Rental Application.** Rental Application means the criteria to be provided to prospective residents in compliance with the Colorado Rental Application Fairness Act.

3. **TERM.**

Month-to-Month Term. Check if applicable. If this box is checked, in consideration of the Rent reserved herein to be paid by you and of the other covenants, agreements and conditions to be observed by you, we do hereby lease to you, and you rent from us, the Premises located at 62650 LaSalle Road, #____, Montrose, CO 81401 (“Premises”) in the County of Montrose, State of Colorado, to be used and occupied only by you and approved Occupants as your private residence, and for no other purpose, for the term beginning on the _____ day of _____, 20____ (“Commencement Date”), and thereafter on a month-to-month basis, commencing on the first day of each month. We assume no liability for the failure or refusal of a previous occupant of the Premises to vacate the Premises on or before the Commencement Date.

Fixed Year Term. Check if applicable. If this box is checked, in consideration of the Rent reserved herein to be paid by you and of the other covenants, agreements and conditions to be observed by you, we do hereby lease to you, and you rent from us, the Premises located at 62650 LaSalle Road, #____, Montrose, CO 81401 (“Premises”) in the County of Montrose, State of Colorado, to be used and occupied only by you and approved Occupants as your private residence, and for no other purpose, for the term beginning on the _____ day of _____, 20____ (“Commencement Date”), and ending one (1) year following on the _____ day of _____, 20____. We assume no liability for the failure or refusal of a previous occupant of the Premises to vacate the Premises on or before

the Commencement Date.

4. **DESCRIPTION OF THE PARTIES/OCCUPANTS.** This Lease is entered into by and between us and you only. Only the individuals identified as Resident in paragraph 2 above, and those identified as Occupants at the end of this Lease may occupy the Premises. No other person may occupy the Premises without our prior written approval, which we may withhold in our sole discretion. We have no obligation to accept, review or approve any application(s) for new or additional residents or occupants at the Premises who were not approved on the Commencement Date.

You may have guests at the Premises on the following terms: (i) so long as the total number of occupants, including the Guest(s), does not violate the terms of Paragraph 5 below; and (ii) so long as no individual is a Guest at the Premises in excess of 30 days in any calendar year; and (iii) so long as any guest who will visit the Premises in excess of 14 days in three months is registered as a guest at the Community Office on or before the first day of his/her visit; and (iv) so long as the guest is not a fugitive, a felon, a parolee, or a former resident or occupant of the Community who has been evicted from the Community.

You agree to personally occupy the Premises on a full-time basis throughout the term of the Lease, and agree that occupancy by any other person, including an Occupant, does not satisfy this requirement. You agree that your failure to comply with this occupancy requirement is a material breach of this Lease and is a basis for its termination.

5. **RESTRICTION ON TOTAL OCCUPANTS.** The number of persons residing on the premises shall not exceed two (2) persons per bedroom plus one (1), including any guest who stays longer than 14 days in a month, unless local, county, state or federal law or ordinances are more restrictive, in which case the most restrictive rule shall apply.

No person may reside at the Premises without first satisfying all qualification criteria then in effect in the Community. All Occupants of the Premises must independently qualify to reside in the Community by satisfying, among other requirements, a criminal background investigation. If any prospective resident or occupant fails or refuses to submit to such an investigation or does not otherwise satisfy the Community's then existing qualification criteria, he/she shall immediately vacate the Premises and the Community.

Prior to being accepted as a Resident, anyone intending to reside in the Community must deliver a fully completed Rental Application to the Community office. The Rental Application must be satisfactory to and approved by us in our sole discretion. If an authorized occupant becomes a fugitive, a felon, sex offender or a parolee during his or her tenancy, he/she must complete a new background check to determine if the offenses require the removal of the occupant from the community.

In the event an application is denied, Community will provide the prospective Resident with a written notice of the reasons for denial, specifying the specific failed screening criteria, pursuant to C.R.S. § 38-12-904.

6. **RENT.** You agree to pay to us monthly the following amounts via the electronic, automated or online payment method designated by Landlord, through, without limitation, automatic withdrawals, one-time payments or cash pay cards, and without notice, demand, abatement, deduction or offset. Payment may also be made at the community office via check, certified funds, or money order. **(We cannot accept cash payments. Payments made by this method may be rejected. Landlord's election to accept a check or money order shall not constitute a waiver of Landlord's right to demand subsequent payments to be made the electronic, automated or online payment method designated by Landlord).**

Rent	\$ _____	Initial Unit Rent (subject to increase)
Fees	\$ _____	Pet Rent (subject to increase, as allowable by law)
	\$(to be determined monthly)	Water (subject to increase)
	\$(to be determined monthly)	Sewer (subject to increase)
	\$ _____	Trash (subject to increase)
Other	\$ _____	
Total	\$(to be determined monthly)	Total Rent (per month)

Our acceptance of Rent from any person/entity other than you shall not establish any rights, interest or tenancy in or to the Premises in that person/entity. Notwithstanding the foregoing, we are not obligated to accept Rent other than from you.

All charges for damages, guest charges, site condition charges, utility charges, trash service charges, water and sewer charges, attorney fees, court costs, administrative charges and fees, insufficient funds charges, charges for service of notices and the costs and expenses of legal process, and any other charges identified in this Lease or in the Rules and Regulations, shall be deemed additional Rent due and payable with all monthly Rent. In addition, any and all charges or costs imposed by any local, state or federal statute, rule, ordinance or regulation in any way related to the Premises shall be assessed against you and deemed additional Rent due and payable with all monthly Rent.

7. **LATE CHARGES/INSUFFICIENT FUNDS FEES** Late fees will be assessed in conformity with all applicable law. All Rent is payable, in advance, without notice, demand, abatement, offset or deduction, via any payment method designated by Landlord, or before the first day of each month. Rent is considered late if not received after the first day of each month. Your obligation to pay Rent is an independent covenant. The late payment of Rent and other sums due

from you will cause us to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. These costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on us by the terms of any mortgage or trust deed covering the Premises. Rent, including additional Rent, must be received and fully paid before the close of business on the first day of the month. A late charge equal to \$50.00 or five (5) percent of your past due rent, whichever is greater, including additional Rent, will be assessed on the eleventh day of the month if a balance remains unpaid. If late payments continue on subsequent months, late fees will be charged once per month for the maximum allowed by applicable law. Tenant must also pay owner a N.S.F. Charge of \$35 for each check returned due to insufficient funds in Tenant's account or for any other reason the bank gives for returning a check.

Nothing in this paragraph obligates us to accept Rent after the first (1st) day of the month as allowable by law, nor do we waive any legal rights which may be available upon your default by inclusion of the late fee provision in this Lease. You agree to pay all legal expenses, including attorney fees, incurred by us in the eviction process and in the collection of Rent and other charges even if the matter settles before trial as allowable by law and pursuant to Section 9 of this lease.

Your failure to receive a Rent notice/invoice from us does not postpone, delay or discharge your obligation to timely and fully pay all amounts due under this Lease. If you do not receive an invoice or bill, it is your responsibility to determine the amounts due including, without limitation, by visiting or calling the Management Office.

8. **ATTORNEY FEES.** In the event the Landlord files a legal action due to any violation of state law (such as non-payment of rent) or breach of the Lease or breach of Community Rules and Regulations, Landlord shall be entitled to collect, in addition to any other amounts due, its attorneys' fees and costs. You agree to pay all legal expenses incurred by the Landlord in the eviction process (to collect rent and secure possession), to enforce the parties' Lease, or to enforce Community Rules and Regulations, even if the matter settles before trial. Landlord shall be deemed the prevailing party even if the matter settles before trial. Provided that, if Resident is not at fault, no such attorneys' fees and costs will be assessed. Attorneys' fees and costs which are due, including the cost of service of legal process, shall be deemed additional Rent, due and payable at the time Rent is due and payable, and if necessary, can be collected from Resident's security deposit.

9. **PARTIAL PAYMENTS/PAYMENTS AFTER TERMINATION.** Our acceptance of any payment from you or on your behalf after service of a legal notice, institution of a legal proceeding to enforce this Lease or entry of judgment in any such proceeding shall not be deemed a waiver of our rights under such notice or in such proceeding.

Accordingly, we may receive and collect, and you agree to pay, all sums of money due under the terms of this Lease without us waiving any of our rights. Our acceptance of money from you or on your behalf in such cases shall not reinstate, continue or extend the term of this Lease, or constitute a waiver of any breach of or default under this Lease, or negate any notice given to you prior to the acceptance of your payment. This Lease may be reinstated, continued or extended only by written agreement signed by us (our endorsement on and/or deposit of a check, money order or other form of payment shall not constitute our agreement, acquiescence or approval).

Any payment of less than the full amount of Rent for any month, regardless of endorsements or notations to the contrary in any accompanying correspondence, shall be deemed a partial payment, and not an accord and satisfaction. We are not required to accept partial payments and may reject partial payments in our sole and absolute discretion.

10. **UTILITIES AND SERVICES.** Your base water charge will be determined according to the usage reflected on the water meter at the Premises. Water usage will be billed \$3.50 per 1,000 gallons when usage exceeds 3,000 gallons. Water and sewer rates shall in all cases be calculated, and additional service and other charges shall be assessed in compliance with the laws of the State of Colorado. To the extent permitted by law, we may allocate charges for line loss, off-space and other consumption to you. The monthly trash service and recycling service charge ("**Trash Charge**") is included as rent. Management reserves the right to bill you for basic trash removal services at the Premises (excess use and special services rates may result in additional charges which shall be additional Rent). Management will provide reasonable written notice if Trash Charge billing is altered. The "**Services Fee**", charged to the extent permitted by law, reflects the costs incurred by us in the administration, metering, monitoring and billing of water and sewer charges in the Community. In addition, you agree to pay any other and further fees and charges now or hereafter assessed by any governmental or quasi-governmental entity affecting the Premises or the Community ("**Governmental Fees**"). Governmental Fees assessed without reference to a specific rental unit within the Community shall, as permitted by law, be apportioned among all residents and billed to you pro rata. The Services Fee, Governmental Fees, Trash Charge and all water/sewer charges shall be paid with and as Rent on the first day of each month after taking possession of the Premises and constitute additional Rent. If you dispute water/sewer usage, upon your written demand to us we will have the water meter at the Premises tested by a licensed plumber we select. If the test reveals no error in the meter which disfavors you, you agree to reimburse us for all costs incurred in the testing process, which costs will be billed to you as additional Rent. An invoice from the plumber who performs the inspection shall be conclusive evidence of the amount to be reimbursed by you to us. You are solely responsible for arranging and paying for other utility services to the Premises not provided by Landlord.

Community may, at its sole discretion, upon sixty (60) days' notice to Resident, elect to charge Resident for any of the utilities which have been previously provided to resident that previously were provided without charge. Community, may, at its sole discretion, upon sixty (60) days' notice to Resident, may change the methodology of utilities to be charged, as permitted by law.

11. **RENT INCREASES.** Rent may be increased by us upon sixty (60) days' written notice to you, or as otherwise permitted by law.

12. **SECURITY DEPOSIT.**

(a) You have placed a Security Deposit (deemed additional Rent) with us in the amount of \$_____. The Security Deposit may be deposited in an interest-bearing account and we may retain all interest earned thereon, as permitted by Colorado law.

(b) The Community may retain the Security Deposit for, among other reasons, nonpayment of rent, abandonment of the Premises, nonpayment of utility and other charges, repair work, cleaning contracted by us or you, payment of a re-letting fee, for our attorney fees, or for any other fee, cost or expense permitted by law and/or provided for under this Lease or the Rules and Regulations of the Community. Breach of the Lease and/or Rules does not cause a Security Deposit forfeiture. All monies retained from the Security Deposit will be identified and itemized on the Security Deposit Accounting Form sent to the resident at the last known address. To guarantee refunds are received, resident is urged to supply a forwarding address at the time he or she vacates the premises. Subject to these deductions, the Community will return the unused portion of the Security Deposit to the resident within 60 days after the premises have been vacated.

(c) All N.S.F. check charges, late charges, termination fees, uncollected damage charges, unpaid Rent and utility charges, administrative charges, attorney fees, court costs and similar charges will be considered additional Rent, and such charges will be automatically deducted from the Security Deposit.

(d) You cannot use the Security Deposit to pay Rent.

(e) We may, before the end of the Lease term, apply all or any portion of the Security Deposit to amounts due by you under the terms of this Lease and/or the Rules and Regulations. If the Security Deposit is so applied, within five (5) days after we give you a written demand you agree to deposit certified funds with us in an amount sufficient to fully restore the Security Deposit. Your failure to do so shall be deemed a failure to pay Rent.

(f) Nothing herein shall be construed as a limitation upon our right to pursue claims for damages not specifically listed in this Lease or as a limitation on your liability for damages that may exceed the Security Deposit or any reletting fee.

13. **NOT A SECURITY COMMUNITY.** You acknowledge that the Community is not a "security" Community. We have not made any representations or warranties to you that the Community is secure from theft or other criminal acts. The fact that we conduct criminal background or other investigations at the time of residency application or thereafter does not establish in us the obligation or duty to do so. We have no duty to keep the Community free from persons with a criminal history of any sort including, without limitation, sex offenders. If, from time to time, we provide any security services, those services are only for the protection of our property and will not constitute an assumption by us of a duty to provide security for you. You acknowledge that we do not provide and have no duty to provide security services for your protection, for the protection of your property, or for the protection of Occupants and Guests. You assume all responsibility to protect your home, person, Occupants, Guests and property from injury, theft or other criminal acts that may be perpetrated by any resident or occupant of the Community (including guests of other residents) or other persons.

14. **PHYSICAL IMPROVEMENTS AND SERVICES.**

(a) Maintenance. Resident agrees to maintain the Premises in good condition including walls, appliances, carpeting, draperies, blinds, windows, and plumbing fixtures, (hereinafter referred to as "Improvements"). Resident acknowledges that all of the Improvements are in good and usable condition, with an indefinite useful life remaining, at the commencement of this lease except as noted on the Inspection Report. The Improvements in the Premises, including any carpet and floor coverings, would not have to be replaced in the foreseeable future due to ordinary wear and tear. If, upon the move out of the Resident, it is necessary to replace any Improvement due to damage by the Resident beyond normal wear and tear, Landlord may replace any Improvement and the Resident agrees to pay the full replacement cost regardless of the age or actual value of the Improvement at the beginning of this lease. In the event of damage to or failure of any Improvement in the Premises, Resident agrees to report the damage or failure to Landlord in writing as soon as practical. Landlord shall not be responsible for any inconvenience to Resident occasioned by the damage or failure, provided Landlord pursues the repair or replacement with reasonable diligence. Landlord's obligation to repair is separate from Resident's obligation to pay rent and Resident may not withhold rent pending repair or replacement of Improvements in the Premises.

Resident agrees to keep all areas of the Premises reasonably clean, sanitary and free from all accumulation of debris, filth, rubbish and garbage and shall insure appropriate extermination in response to the infestation of the rodents or vermin and shall insure an adequate number of appropriate receptacles for garbage and rubbish, which shall be kept in good repair by Resident.

Resident shall promptly notify the Landlord in writing of any damages or repairs needed to the Premises and shall be liable for any and all damages or repairs caused by the action or inaction of the Resident(s), their guests and/or invitees. Resident

shall be responsible for maintaining the Premises in the condition in which they were received, including liability for broken windows, doors and other portions of the Premises.

Resident agrees to cooperate with Landlord in remediating damages and shall not prevent or delay the Landlord from curing any condition for which the Landlord is responsible under the lease agreement and/or the law. Landlord is not liable for the actions or inactions of tenants in other units or of third parties not under the direction and control of the Landlord.

(b) Hazardous Substances. You agree not to bring any hazardous substances into the Community or onto the Premises. You agree to give us immediate written notice of the release of any hazardous substance. The term hazardous substance includes, but is not limited to, any substance or waste which is, or in sufficient quantities or concentrations may be, harmful to human health or the environment due to flammability, toxicity, reactivity, or corrosiveness, or which is prohibited by law.

15. **CARE AND CONDITION OF PREMISES.** Resident shall use customary diligence in maintaining the Premises, and not damaging the Premises or the common areas of the community. Resident shall maintain the residence in a clean, sanitary, neat, safe, fit, habitable, and undamaged condition, shall not permit any unlawful or wasteful activity on the Premises, and shall comply with all applicable laws regarding public health and safety. Resident shall dispose of all ashes, rubbish, garbage and any other waste in a clean and safe manner on a regular basis. Resident must use plumbing fixtures and facilities, electrical, sanitary, heating, ventilating, air conditioning, and any other mechanical systems and appliances in a safe and reasonable manner, and in the manner and for the purposes for which they were designed. Without Community's prior written consent, Resident shall not make any alterations to the Premises, place stickers, deface or permit the defacing of any part of the Premises; use or install any shades, awnings or window guards; tamper with, install or remove any existing alarm systems, locks, air-conditioning units, space heaters, antennas, additional phone or cable TV outlets, satellite dishes or additional fixtures. Resident shall not drill any holes into the walls, woodwork, or floors of the Premises. If Resident makes or installs any decorations, alterations, additions, or fixtures without Community's prior written consent, Resident agrees to remove, correct, repair, or replace at Resident's expense. Unless authorized by statute or by Community's prior written consent, Resident shall not perform any repairs, painting, wallpapering, carpeting, electrical changes or modifications to electrical appliances, or otherwise alter the Premises in any manner. In order to prevent damage in the Premises and to the community, Resident shall at all times provide appropriate or reasonable climate control, ventilation, and lighting in the unit based on the circumstances to, among other things, retard and prevent mold and mildew in humid conditions and to avoid freezing pipes in cold weather. For similar reasons and others, Resident shall promptly notify Community of any air conditioning or heating malfunctions, visible moisture accumulation, mechanical, plumbing, or mold growth.

16. **IMPROVEMENTS.** No changes may be made to or upon the Premises without our prior written consent, which consent may be withheld in our sole discretion. Notwithstanding any written approval by us, you agree to indemnify, defend and hold us, the Landlord and the Community harmless from any liability or obligations of whatsoever kind or nature resulting from the construction and/or existence of an improvement and from liability or injury incurred on or about the improvement.

17. **TERMINATION OF TENANCY.**

(a) Tenancy in the Community may be terminated upon such grounds, with such notice and in such manner as is permitted under Colorado law and/or provided for under this Lease and the Rules and Regulations of the Community. You agree to return the Premises to us in a clean and rentable condition which shall include, without limitation, your removal of all other personal property from the Premises and Community. All personal property on the Premises are collectively referred to as the "**Personal Property**". You must complete all cleaning and repairs at the Premises within 48 hours of vacating the Premises, or termination of tenancy, whichever occurs first.

(b) You shall be deemed to have abandoned all Personal Property if the Personal Property remains on the Premises for more than thirty (30) days after the first to occur of: (i) you vacating the Premises; (ii) the termination of the Lease for any reason; or (iii) the entry of an order for possession of the Premises in our favor by any court of competent jurisdiction.

(d) You understand that we will assess, in addition to all other amounts due us, a re-letting fee equal to one month's Rent upon termination of possession, prior to termination of the lease if you move from the Community without first giving us a proper 30 day written notice to vacate. You will still be liable to us for the Rent for the Premises so long as any other Personal Property remains on the Premises even though you have provided us with a 30 day notice to vacate.

(e) Upon issuance of a writ of restitution, we may remove you from the Premises and elect: (i) to remove your Personal Property from the Premises to the curb; (ii) to store its contents on the Premises, and to change its locks (providing you access to the contents as required by law); or (iii) to dispose its contents and all other Personal Property as provided herein upon abandonment.

18. **ENTRY ONTO PREMISES.** We have the right to enter upon the Premises, including the home, for maintenance of utilities, for maintenance of and site condition work at the Premises when you fail to maintain and/or repair the Premises, and for the towing and/or disabling (by immobilizing or otherwise) of vehicles, at any reasonable time. We will make best efforts to provide you forty-eight (48) hours' notice when we intend to enter the premises. We may not

provide notice in the event of emergency repairs. We may enter the Premises to perform inspections, to read meters, and to post or serve any notice under this Lease or pursuant to law. Further, if we reasonably believe the Premises presents any danger to persons or property (including to its occupants), we have your authorization to schedule inspections of the interior and/or exterior of the Premises by the governmental authority with jurisdiction to determine code compliance, and you agree to submit to all such inspections upon demand, to pay all inspection costs and to immediately make all required repairs at your sole cost and expense. In the event of any emergency or other incident in or at the Premises, or in the event you have abandoned the Premises, we shall have absolutely no duty to enter the Premises, no duty to report or to notify, and no duty to you or your property except to the extent the emergency is the result of our willful or wanton acts. Maintenance will enter the home every six (6) to eight (8) weeks for the purposes of changing furnace filters. Resident will receive forty-eight (48) hours' notice prior to entry onto the premises.

19. **PERMISSIBLE USE.** Except as may otherwise be provided in the Community's Rules and Regulations, your Premises shall be used solely and exclusively as your residence. Any other use, including but not limited to use of the Premises for business or commercial purposes constitutes a material violation of this Lease and the Rules and Regulations. Resident may not use the home as a short-term rental similar to, but not limited, AirBnB and VRBO.

20. **INDEMNITY AND HOLD HARMLESS.** You agree to indemnify, defend and hold us, the Landlord and the Community harmless of and from any claims, loss, damage, injury or breach of contract, of whatsoever kind or nature (including attorney fees, costs and expenses) resulting from your actions or failure to act and of and from the actions and failure to act of your agents, employees, family members, Occupants or Guests.

21. **HOLDING OVER.** Subject to Paragraph 3 hereof, if you remain in possession of the Premises with our permission after expiration of the term of this Lease and have not executed a new Lease Agreement, your continued possession shall be deemed a month-to-month tenancy terminable in accordance with the provisions of Colorado law and subject to the terms of this Lease.

22. **MEDIATION.** You agree that before you bring any claim or charge against us, the Landlord or the Community, or before you assert any counterclaim against us, the Landlord or the Community, that you will first try, in good faith, to settle your claim, charge or counterclaim by non-binding mediation in accordance with the rules of the American Arbitration Association, before resorting to litigation or other dispute resolution procedure. Your obligation to mediate shall not be a basis for the stay of any claim, counterclaim, action or proceeding of Landlord or the Community.

23. **OPPORTUNITY TO REMEDY.** We will NOT be in default of any of our obligations to you until after you have given us notice. You agree to give us immediate written notice of any alleged default detailing what you believe we need to do in order to fulfill our obligations. Your notice must be specific and clear and must be mailed to us (Paragraph 19) by either registered or certified mail (return receipt requested). We will have at least 90 days, or such longer period of time as is reasonably necessary after receipt of your notice, to address your concerns. If we address the matters raised in your notice within the time allotted, we will have no liability whatsoever to you for any expense, cost, injury or damage to you. If you fail to promptly give us written notice of an alleged default, or if you fail to give us reasonable opportunity to address the alleged default(s), we will have no liability to you for any expense, cost, damage or injury you suffer. If we fail to address your allegations within a reasonable time after receipt of the notice, but not less than 90 days, your claim(s) will then be subject to mediation under Paragraph 22 of this Lease.

24. **NON-LIABILITY OF MANAGEMENT.** Our obligations under this Lease do not constitute personal obligations of our, the Landlord's or the Management Company's individual employees, representatives, agents, partners, directors, officers, shareholders, members or managers. You agree to look solely to the Premises and to none other of our, the Landlord's or of the Management Company's assets for satisfaction of any liability in respect to this Lease. You will not seek recourse against our, the Landlord's or the Management Company's individual employees, representatives, agents, partners, directors, officers, shareholders, members or managers, or against any of their personal assets for satisfaction of any debt owed to you. You agree to look solely to the Premises in this regard.

25. **NO ACCORD AND SATISFACTION.** The receipt and retention by us of any payment tendered by you in connection with this Lease shall not constitute an accord and satisfaction, notwithstanding any accompanying statement, instruction or other assertions to the contrary, unless we expressly agree to an accord and satisfaction in a separate writing which we have signed. We may receive and retain any and all payments so tendered, notwithstanding any accompanying instructions by you to the contrary. We are entitled to treat any such payments as being received on account of any item or items of Rent, interest, expense or damage due to us in such amounts and in such order as we may determine in our sole discretion.

26. **NOTICES.** All notices required or permitted under the terms of this Lease (other than notices prescribed by statute which shall be effective as provided by Colorado law), must be in writing and shall be effective upon (a) personal delivery to the respective party, or (b) one (1) calendar day following depositing the same in the United States Postal Service, postage prepaid. Your address, for purposes of receiving notices, shall be the address of the Premises. In addition to the above, personal delivery to you can be accomplished by posting such notice on the Premises. Notices of default given by you to us must be sent to both the on-site manager and to HIDDEN LAKE MOBILE HOME PARK MOBILE HOME PARK at the address: 62650 LaSalle Road, Montrose, CO 81401. All other notices to Landlord shall be sent only to the on-site management office at the Community. The on-site address for the Community Manager is HIDDEN LAKE MOBILE HOME PARK MOBILE HOME PARK (Office), 62650 LaSalle Road, Montrose, CO 81401. Legal

notices shall be served at the Premises as required by Colorado law, and any agreement to provide notice elsewhere shall be ineffective.

27. MISCELLANEOUS.

(a) Our waiver of, or our failure to take action because of any breach of a term, covenant or condition contained herein or because of the violation of any Community Rule or Regulation shall not in any way sanction any subsequent breach or violation. Our acceptance of Rent after a breach by you shall not be a waiver of that breach. All of your covenants herein and in the Rules and Regulations, and all of our rights to enforce them shall survive the expiration and/or termination of this Lease.

(b) In any action or proceeding to enforce the Lease or the Rules and Regulations, or in any action or proceeding in which we defend against any claim, counterclaim or charge by you, the prevailing party shall be awarded its reasonable attorney fees, costs and expenses. If a collection agency is hired to recover any amounts due to us by you, then reasonable collection costs, including attorneys' fees, shall be awarded to the prevailing party. The prevailing party in any appeal shall also be awarded its attorneys' fees, costs and expenses incurred in those proceedings. We shall be entitled to an award of our attorney fees incurred in any bankruptcy proceeding you may file or have filed against you. Our attorneys' fees, costs and expenses are due and payable by you as additional Rent.

(c) Time is of the essence in this Lease. Each provision of this Lease is separate, distinct and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the legality and enforceability of all other provisions shall not be affected.

(d) We may reasonably amend the Rules and Regulations which are a part hereof, upon sixty (60) days' written notice to you. You acknowledge that this Lease taken together with the Rules and Regulations of the Community, constitutes the entire agreement between the parties regarding the rental of the Premises. All negotiations or stipulations which preceded or accompanied the execution of this Lease and the Rules and Regulations are conclusively deemed to have been superseded by this Lease and the Rules and Regulations. All files and information provided to and/or kept by us with respect to you and your tenancy are our sole property.

(e) Neither this Lease, nor the Premises, nor the tenancy in Community may be assigned by you without our prior written permission, which permission may be withheld in our sole discretion for any reason or for no reason. **You may not sublet the Premises.** Any assignment or subletting by you in violation of this paragraph will be null and void and shall be considered a material breach of this Lease for which we may elect to terminate the Lease. Except as limited by the prohibitions against assignment and subletting herein, this Lease shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, assigns and successors in interest.

(f) You agree by signing this Lease that you have carefully inspected the Premises, the surrounding neighborhood, and all of the Community's services and facilities and have found them to be acceptable, in good repair, and you accept them as they are. You have completed your own investigation of the Community, the neighborhood, and the Community's services and facilities, if any, and have not relied upon any representation by us or by any of our agents in making your decision to enter into this Lease.

(g) You agree that the Rules and Regulations of Community (as the same may be modified or amended from time to time) are an integral part of this Lease Agreement and are incorporated herein by this reference. A default under the Rules and Regulations shall be a default under this Lease. In the event of a conflict between the provisions of this Lease and those contained in the Rules and Regulations of the Community, the provisions contained in the Rules and Regulations of the Community shall govern.

(h) In the event that this Lease is signed as Resident by more than one person, then the liability of the persons signing shall be joint and several. Your promises, covenants and agreements contained in this Lease and in the Rules and Regulations shall survive the termination of this Lease. ***Whenever by the terms of this Lease, our approval or consent is required, our approval or consent may be withheld in our sole and absolute discretion.*** Every reference to you in this Lease includes you and your agents, contractors, invitees, licensees, guests, other occupants, representatives, heirs, successors and assigns.

(i) At all times during the term of the Lease (and all renewal terms), you agree to maintain in full force and effect a renter's insurance policy with liability coverage of at least \$100,000.00 per occurrence and have Hidden Lake Mobile Home Park listed as an Interested Party with a third-party insurance company. Prior to receiving possession of the premises, Resident agrees to provide a copy of the policy declarations page as evidence of coverage and to keep coverage in place during the term of the Rental Agreement and any subsequent renewals and will not terminate coverage until Resident vacates the property.

(j) The use, possession, cultivation, growth, manufacture, delivery, dispensation, promotion, storage or sale of marijuana, marijuana-related products, and the use, possession, cultivation, growth, manufacture, delivery, dispensation, promotion, storage or sale of any drug (including, without limitation, any synthetic drug) or other substance which is illegal under either local, state or federal law on the Premises or in the Community are strictly prohibited, as is the manufacture, promotion, sale, dispensation, storage or use of drug-related paraphernalia, and shall constitute a material breach under the terms of, and are agreed to be grounds to immediately terminate your Lease.

(k) It is mutually agreed that the parties hereto shall and they do each hereby waive their respective rights to trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, resulting from or in any way related to or connected with the Lease and/or the Rules, the relationship of landlord and tenant, your use or occupancy of the Premises, and any emergency statutory or any other statutory remedy.

(l) In the event the Resident seeks protection under the federal bankruptcy law or is otherwise determined to be a debtor under the federal bankruptcy law or other law affecting creditors' rights, Resident must provide Community with at least five (5) days prior written notice of such action or determination.

UNDERSIGNED RESIDENT(S) HAVE READ THIS LEASE THOROUGHLY AND BY SIGNING YOU ACKNOWLEDGE AND AGREE TO ALL ITS TERMS AND CONDITIONS. FURTHER, THE UNDERSIGNED ACKNOWLEDGE THAT WE ADVISE YOU (S) TO HAVE YOUR OWN LEGAL COUNSEL REVIEW THIS LEASE AND PROVIDE YOU WITH ADVICE CONCERNING THE TERMS CONTAINED HEREIN.

DATED this _____ day of _____, 20____.

RESIDENT:

LANDLORD:

Print Full Name

Hidden Lake Mobile Home Park

Signature

By: _____
Resident Manager

Print Full Name

Signature

Print Full Name

Signature

Additional persons who will reside on the Premises (No signature required, print name):

OCCUPANT (Full Name)	OCCUPANT (Date of Birth)	AGE (at Signing)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EQUAL HOUSING OPPORTUNITY: WE DO BUSINESS IN ACCORDANCE WITH THE STATE AND FEDERAL FAIR HOUSING LAWS. IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, HANDICAP OR DISABILITY, FAMILIAL STATUS, SOURCE OF INCOME, NATIONAL ORIGIN, ANCESTRY OR FOR ARBITRARY REASONS UNDER STATE LAW – DISCRIMINATORY ACTIONS OF THE MANAGEMENT, TENANT(S), RESIDENT(S), GUEST(S) OR OTHERS MAY BE REPORTED TO OWNER’S AGENTS, OR THE DEPARTMENT OF FAIR EMPLOYMENT AND

HOUSING. MANAGEMENT WILL NOT AT ANY TIME UNLAWFULLY ADMINISTER, ENFORCE OR EXPRESS ANY PREFERENCE WITH RESPECT TO EXISTING OR PROSPECTIVE TENANTS, RESIDENTS, OR GUESTS BASED ON PROTECTED CLASS STATUS AS DEFINED UNDER SUCH LAWS. NO SUCH UNLAWFUL ACTIVITY BY OTHER PERSONS WHETHER RESIDING IN OR DOING BUSINESS IN THE PARK OR OTHERWISE IS PERMITTED; ANY UNLAWFUL DISCRIMINATION KNOWN OR REASONABLY SUSPECTED MAY BE REPORTED TO APPROPRIATE GOVERNMENT AUTHORITIES FOR PROSECUTION.

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