**COLORADO LEASE**

This Lease (“Lease”) is entered into on the 30th day of November, 2021 by Boulder Meadows Manufactured Home Community (which will be referred to in this Lease as “We”, “Our” or “Landlord”) and

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(who will be referred to in this Lease as “Your” or “You”).

This Lease is a binding legal document. By signing it, You and the Landlord agree to everything it contains. You also agree to follow the Landlord’s rules and regulations which will be referred to in this lease as “Community Covenants”. The Community Covenants are contained in a separate document which we have given to you and are incorporated into this Lease. The following defined terms are used in this Lease and provide information required by Landlord.

|  |  |
| --- | --- |
| **Our Address and Telephone Number:** | 4500 19th Street |
|  | Boulder, CO 80304 |
|  | 303-442-6337 |
| **Your Address in Community “Homesite”:** | 4500 19th Street #  |
|  | Boulder, CO 80304 |
| **Your Telephone Number:** |       |

|  |  |  |  |
| --- | --- | --- | --- |
| **Home Description:** |  | **Home Financed By:** |       |
| Make: |       |  | Loan No.: |       |
| Model: |       |  | Telephone No.: |       |
| No. of Bedrooms: |       |  | Address: |       |
| Year: |       |  |       |
| Serial No. |       |  | **Home Insured By:** |       |
| Actual Length: |       |  | Telephone No.: |       |
| Actual Width: |       |  | Policy No.: |       |

**All Persons Occupying Home not named above:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name |  | DOB |  | Relation to You |
|  |  |  |  |       |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Pet:** [ ] None [ ] Dog or [ ] Cat | Height: |       |  | Weight: |       |  | Breed: |       |

**Commencement Date:** , 20

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Rent:** | **Additional Services:** | **Included****In Rent** | **Billed As****Additional Rent** | **You Must Obtain From Independent Supplier** |
| Base Rent | $ | 795.00 | per month | Water | [ ]  | [x]  | [ ]  |
| Incentive | $ |       | per month | Sewer | [ ]  | [x]  | [ ]  |
| Other |       | $ |       | per month | Gas | [ ]  | [ ]  | [x]  |
|  |       | $ |       | per month | Electricity | [ ]  | [ ]  | [x]  |
|  |       |  |       | per month | Basic Cable TV | [ ]  | [ ]  | [x]  |
| **Total Monthly Rent** | $ | 795.00 | per month | Rubbish Removal | [x]  | [ ]  | [ ]  |
| **Security Deposit** | $ | 795.00 |  | Other |       | [ ]  | [ ]  | [ ]  |

1. **LEASE:**

Landlord leases to You the Homesite commencing on the Commencement Date and continuing month-to-month until terminated as permitted by law or pursuant to the terms of this Lease. The Anniversary Date of this Lease will be considered the first day of the month following the Commencement Date, except when the Commencement Date is the first of the month. Persons Occupying Home may occupy the Homesite. If Anyone other than the Persons Occupying Home desires to occupy the Home or Homesite, they must apply for residency, shall be subject to our review procedures and must be approved for residency in writing prior to occupancy.

2. **PAYMENTS:**

You shall pay to Landlord at Our Address on or before the first day of each month the Total Monthly Rent. You shall also pay for the Additional Services set forth above when billed by Landlord. Payments shall be made by check or money order. The Total Monthly Payment for the first month, or pro-rated portion of the first month and Security Deposit are due when You sign this Lease. We will charge you Fifty Dollars ($50.00) for any check that is not honored by the bank for any reason. If the bank refuses to honor your check more than two times in any twelve month period, we may require You to pay Your Total Monthly Rent and the charge for Additional Services by cashiers or certified check or money order. Pursuant to C.R.S. § 38-12-105, effective October 1, 2021, 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. The Landlord may, without notice, from time to time, change any of the above charges or fees, including the Total Monthly Rent, charge for Additional Services, late payment and NSF check charge in accordance with applicable law.

3. **DEPOSIT:**

The Landlord may use the Security Deposit for any or all of the following purposes: (1) to satisfy any amount You owe under this Lease; (2) to pay for the repair of any damage You cause to the Home or Homesite; (3) for cleaning of the Home or Homesite. The Landlord will not pay you interest on the Security Deposit unless required by law. At the end of the term of this Lease, the Landlord will return the unused portion of the Security Deposit in accordance with state law.

4. **SERVICES AND UTILITIES:**

In addition to the Total Monthly Rent and other charges described in Paragraph 2, You will pay when due all charges for Additional Services set forth above and as stated in the Community Covenants. Upon sixty (60) days’ written notice, Landlord may change the manner, delivery charge and billing for any of the Additional Services.

5. **ACCEPTANCE OF HOMESITE:**

(a) You acknowledge that You have inspected the Homesite and accept it “**AS IS**”. You also acknowledge that neither Landlord nor anyone else has made any promise, representation, or warranty of any kind, orally or in writing, as to any aspect of the Homesite. In no event shall Landlord be liable to you for any defect in the Homesite or for any limitation on its use.

(b) You agree to only use the Homesite as a residence in strict conformance with the Community Covenants, as they may be amended from time to time. You agree not to use the Homesite for any illegal or immoral activities.

6. **INSTALLATION OF HOME:**

Landlord reserves the right to approve any Home before You place it on the Homesite. If We do approve Your Home for placement on the Homesite, You agree to install the Home through a properly licensed contractor in accordance with the Home manufacturer’s instructions, requirements imposed by law, the Community Covenants, and the Home & Homesite Standards. You are responsible for all damage caused to the Homesite by improper installation of the Home.

7.  **L ANDLORD’S RIGHT O F ENT RY UPON HO MSIT E :**

The Landlord may enter upon the Homesite to maintain utilities, to insure compliance with applicable codes, statutes, ordinances, administrative rules, and the Lease Contract and Community Covenants, and to protect the safety and welfare of the Community.

8. **IMPROVEMENTS AND ALTERATIONS:**

You shall maintain your Home and Homesite to comply with current legal requirements, Community Covenants, and the Home & Homesite Standards. You may not make any improvements, alterations, or additions to the Home or Homesite without the prior written consent of the Landlord.

9. **MAINTENANCE OF HOME AND HOMESITE:**

You must maintain your Home and Homesite in accordance with the Community Covenants and in a clean, attractive , and well-kept manner. If You fail to do so, Landlord may issue to You a written notice that it will charge You for Home or Homesite maintenance, and/or Landlord may terminate this Lease, unless the deficiencies and/or violations stated in the notice are corrected within seven (7) days. After seven (7) days from the date of the notice, Landlord, or its contractors, shall have the right to enter upon the Home and Homesite and perform the required Home and/or Homesite maintenance. You will be charged for this maintenance as provided in this Lease and/or Community Covenants. The charge for this maintenance will be treated as Additional Rent which You must pay on demand. Landlord may, without notice, from time to time change the charge for this maintenance.

10. **COMMUNITY COVENANTS AND STANDARDS:**

You agree to comply with all Community Covenants, Home & Homesite Standards, guidelines, and policies, as well as any amendments or additions thereto which are lawfully adopted by Landlord. You will be provided written notice of all additions or amendments sixty (60) days prior to the day the amendment or addition becomes effective. Your violation of any of the Community Covenants, Home & Homesite Standards, guidelines, or policies may be grounds for termination of this Lease.

11. **AUTOMOBILES, MOTORCYCLES AND OTHER RECREATIONAL VEHICLES:**

You must comply with all Community Covenants regarding the use, parking, or storage of vehicles. If Landlord provides recreational vehicle storage space for your use, you shall pay the monthly Recreational Vehicle Storage fee, if applicable, which shall be deemed to be Additional Rent, due and payable to Landlord monthly with the Total Monthly Rent.

12. **PET:**

No animals or pets of any kind shall be kept on the Homesite except one pet which you represent and warrant strictly complies with the Community Covenants.

13. **ASSIGNMENT/SUBLETTING:**

You may not assign this Lease or sublet the Home or Homesite. Landlord may assign this Lease without Your consent.

14. **SALE OF MANUFACTURED HOME:**

You may sell the Home within the Community only if the Home and Homesite have been inspected by Landlord and are found to be in compliance with the Home & Homesite Standards and the sale is in compliance with the Community Covenants. Prospective residents must apply for residency and be accepted for residency in the Community. All Rent and other charges owed by You under this Lease must be paid in full to Landlord prior to the closing on the sale of the Home.

15. **REMOVAL OF HOME:**

(a) You must notify Landlord in writing of your intention to remove the Home from the Homesite and to terminate this Lease at least thirty (30) days in advance of the date of removal. You will continue to be liable for Rent and other charges under this Lease for a period of thirty (30) days from and after the date the Landlord receives Your written notice. All Rent and other charges owed by You under this Lease must be paid in full prior to the removal of Your Home (b) Any personal property left behind by You after You vacate the Homesite shall be deemed abandoned and shall become the property of Landlord.

(c) Landlord may remove an abandoned Home from the community. A manufactured Home shall be deemed to be abandoned if (1) it has been unoccupied for sixty (60) days; and (2) no Rent has been paid for sixty (60) days; and (3) the manager of the Community reasonably believes it to be abandoned.

(d) If Landlord removes Your Home from the Homesite for any reason, You shall be responsible for all expenses incurred in removing the Home or other property from the Homesite and storing the Home and property.

16. **EVICTION:**

(a) Landlord may terminate this Lease and evict You as provided by law if You or anyone occupying Your Home defaults under this Lease or fails to abide by the Community Covenants, Home and Homesite Standards, guidelines, or policies or if any statements in your Application for Residency are materially false.

(b) 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 in the event the landlord is determined to be the prevailing party or pursuant to written agreement. 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.

17. **CASUALTY:**

In the case of fire or other casualty to Your Home, You are responsible to promptly repair the damage or, if the damage cannot be promptly repaired, remove the Home from the Homesite. If the Home must be removed from the Homesite, this Lease shall automatically terminate. You are responsible for payment of Rent until the Home is removed from the Homesite, plus an additional one month’s Total Monthly Rent as liquidated damages caused by the early termination of this Lease. Your failure to promptly repair or remove a fire damaged Home shall be cause for termination of this Lease.

18. **INSURANCE:**

You are responsible for insuring Your Home and personal property. In addition, You must obtain a manufactured Home comprehensive insurance policy insuring against loss, damage, and liability for personal injuries which may occur within the Home or occur on the Homesite, and You must name the Landlord as an additional insured and furnish a copy of the policy to Landlord.

19. **INDEMNIFICATION**:

You agree to indemnify and hold Landlord and Landlord’s officers, directors, shareholders, members, partners, agents, and employees harmless from all claims, demands, obligations, or liabilities of any kind or nature, including, but not limited to, attorney’s fees and costs of defense, for damage or injury to any person, or to the property of any person arising from Your use and occupancy of the Community, or from Your failure to keep the Home and Homesite in good and safe condition or from Your negligence or the negligence of those persons occupying Your Home, Your guests, and Your visitors. You agree to pay for all damage to other residents of the Community, their occupants and guests, and their property which may be caused by Your failure to keep the Home and Homesite in good and safe condition or such negligence.

20. **LIABILITY OF LANDLORD:**

Except for Landlord’s failure to perform, or grossly negligent performance of, a duty imposed by law, Landlord, its officers, directors, shareholders, members, partners, agents, and employees, will not be responsible or liable to You, other occupants, or any guests or visitors for any personal injury, loss, or damage to property or for any other loss or injury whatsoever, including damages which arise from bursting, leaking, or broken gas, water or sewer pipes, or electrical wiring and including any loss or damage occasioned by acts or omissions of other residents of the Community, occupants, visitors, or their guests. Landlord shall not be liable for any damage or injury resulting from the use of the Community playground, recreational facilities, or common areas unless such damage or injury is caused by Landlord’s failure to perform a duty or grossly negligent performance of a duty imposed by law.

21. **NOTICES:**

You shall send all notices and other correspondence to Landlord by first class mail addressed to Our Address or delivered personally to the Landlord’s manager at Our Address. All notices which the Landlord is required by law to provide to You will be delivered to the Homesite by mail, personal service, or by posting on the Home. For delivery to any different address, You must provide written notice to the Landlord.

22. **CONDEMNATION:**

Landlord shall be exclusively entitled to any payment or award for the taking of any portion of the community in which the Homesite is located under the power of eminent domain, except that You will be entitled to any payment or award attributable solely to the loss of or damage to Your Home or personal property. If, during the term of this Lease, eminent domain (condemnation) proceedings are instituted which result in your partial or total eviction from the Homesite, this Lease shall automatically terminate on the date You are to leave the Homesite.

23. **MODIFICATION OF LEASE:**

This Lease represents the final agreement between You and the Landlord and with the exception of changes in Rent and other charges may not be modified or amended, except in writing, signed by both Landlord and You.

24. **MISCELLANEOUS PROVISIONS:**

(a) Landlord’s failure to enforce any provision of this Lease or the Community Covenants on any occasion shall not be deemed a waiver of Landlord’s right to enforce the provisions on future occasions.

(b) Each of the rights provided in this Lease shall be cumulative.

(c) In any provision of this Lease, the singular shall include the plural, the plural the singular, the male the female or neuter, the female the male or neuter, the neuter the male or female as the circumstances may require.

(d) If this Lease is signed by more than one person, then the liability of the persons signing the Lease shall be joint and several.

(e) This Lease shall be interpreted according to the laws of the state where the Homesite is located.

(f) If any provision of this Lease or any document incorporated into this Lease is ruled invalid or otherwise unenforceable, the remainder of the Lease or other document shall not be affected and each other term and provision shall be valid and enforceable to the fullest extent permitted by law.

25. **NON-UNIFORM PROVISIONS:**

Notwithstanding anything to the contrary in this Lease, the following provisions shall apply:

(a) All amounts paid, regardless of whether they are designated for Rent, shall be applied first to the oldest amount due to Landlord. All amounts due under this Lease for services or utilities shall be deemed Rent.

(b) Nothing in Paragraph 9 shall prevent the Landlord from enforcing its eviction rights under State law if You violate the provisions of this Lease.

(c) Landlord may terminate this Lease and evict You for any reason provided by Colorado law as well as for the reasons stated in Paragraph 16.

(d) The purpose for the Community Covenants is to promote the convenience, safety, or welfare of the homeowners, protect and preserve the premises from abusive use, and make a fair distribution of services and facilities available for home owners generally.

(e) The sale of a Home which is intended to remain on the Homesite may be subject to reasonable upgrading to meet the Community Covenants and Home & Homesite Standards.

(f) A decision by the manager of the Community may be appealed to Uniprop, 280 Daines Street, Suite 300, Birmingham, Michigan 48009.

**LANDLORD:** Boulder Meadows

Manufactured Home Community

Glenn Couch

Regional Vice President/Authorized Community Manager

Signature Date

**RESIDENT(S):**

Print Name

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

Signature Date