

2019 LEASE CONTRACT

In Good Faith, this Lease Contract is entered into on this date 2/1/19, **BETWEEN** J & D Property Management, LLC herein known as the Landlord, Broker, Lessor, Owner, Management, and / or Property Manager, is the sole and exclusive agent of the Owner of the premises **AND** the following listed person (s) herein known as the TENANT(S) or Lessee

(Print) Tenant Name: Patrick Lorenzo Apodaca

SS#: ***-**-5196

Tenant Name: Elisha AnnJeanette Garcia

SS#: ***-**-1178

1. DESCRIPTION OF PREMISES: in consideration of rents to be paid and covenants to be performed by Tenants, the Lessor does hereby demise and lease, joint and severally to the Tenants. Whereby the Tenants take and hold, as a private residence, in its current condition and for no other purpose, the real property and premises, the rental unit described as a: 4 Plex, in the County of Pueblo, State of Colorado, commonly known as and located at the following Address: 1007 Carteret Ave #1, Pueblo, CO 81004,

2. FIXED TERM. Lease **Begins:** 12:00 PM (Noon) February 1, 2019 and **Ends:** 12:00 PM (Noon) on April 30, 2020.

3. RENT: Tenant agrees to pay the total sum of \$ 10,500.00 for the full almost 14 month term of the lease.

(a) Such rent is **payable in advance** or in **installments of \$ 750.00 per month**, one garage space is included - until the end of the lease term.

(b) Without notice and prior to taking possession of the property, rent is due and payable as follows;

\$ 750.00 RENT for period February 1, 2019 – February 28, 2019.

\$ 750.00 SECURITY DEPOSIT, X partial or ____ whole amount, see p 5.

\$ 9750.00 RENT, for period 8/1/18 – 6/30/19.

(c) **DUE DATE of Rent:** The tenants understand and acknowledge that the monthly **RENT IS DUE ON 25TH OF EACH MONTH**, in advance for the following month and is **considered late if funds (full or in part) are received after 6 pm on the 1st day of any month.**

(d) **ALLOCATION OF FUNDS RECEIVED:** Any monies received from Tenant shall be allocated first to the payment of utilities and other expenses including late fees and other charges, incurred by the Tenant. The remaining balance shall then be applied to the outstanding rent due. Tenants agree and acknowledge **acceptance of partial rent does not act as waiver of Tenant's duty to pay the rent in full.**

(e) **INSUFFICIENT FUNDS:** Tenants shall be charged a fee of \$40.00 for any check returned for non-sufficient or cancelled funds. Tenants agree and acknowledge that a returned check is a failure to pay rent and will result in Late Rent Fees.

(f) **ADDITIONAL ADULT PERSONS** In the event the Tenant(s) wish to add an additional adult person to the Lease, thus modifying the Lease Contract, the monthly rent will be increased by \$ 50.00 per month.

(g) **PAYABLE TO:** Management will provide an individual checking account number for the rent payment to be made. The date that payment is credited to the account will be the determining factor of when the rent payment is paid.

4. LATE RENT. Rent is considered late if the full rental amount, or portion thereof is not received on or before the 1st day of said month, (even if the 1st day of any month falls on a Saturday, Sunday or Holiday). The addition of late fees are as follows and the total amount due is now considered late rent. **Late Rent schedule is as follows: Received on the 2nd through the 6th a total amount of late rent due is original or renewal rent +\$50 = 700.00. Received after the 6th a total amount of late rent due is original or renewal rent +\$200 = 850.00.**

Tenants agree and acknowledge that late fees are now considered late rent payable upon notice or maybe accumulated without notice and deducted from the security deposit. At the discretion of the Landlord a "Notice to Pay or Quit" will be posted at the property and a **\$75 posting fee** will be incurred by the Tenants. If the account is not made current according to the terms of the Notice, the Lessor may initiate legal action for eviction. **IF EVICTION** process starts, tenants agree to reimburse a minimum charge of \$300. If Tenant is **EVICTED** then a re-lease fee of one full month's rent will be charged to the Tenant. The posted Notice shall not be construed as a waiver of Lessor's right under this lease to evict the Tenants for nonpayment of rent. **NOTE:** Tenants agree that any expense authorized by the landlord shall not be deducted from the rent and would deem the rent to be considered late, incurring late fees and other fees as appropriate.

5. SECURITY DEPOSIT: Tenant will deposit with Lessor TOTAL AMOUNT of \$750.00 to hold as security for the execution of this Lease Contract: to secure the full and timely payment of rent *and* for making of necessary repairs and/or cleaning, as called for under this lease and at the sole discretion of the Landlord, except for "normal wear and tear" of the rental property.

(a.) **RECEIPT** is hereby acknowledged of deposit monies in the amount of \$ 550.00 upon signing this lease. \$200.00 will be paid by 2/19/19. Tenant agrees to pay a late fee of \$50.00 plus \$10.00 a day if the balance of the security deposit is not received by the agreed upon date, by Lessor, according to the payment schedule described above and understands that these fees are not considered part of the security deposit and are not refundable. **Proportionality of Security Deposit:** The security deposit is assumed to have been paid and **attributed equally** between tenants name on the lease unless otherwise specified here N/A.

(b.) **Intent of Security Deposit.** Tenants understand that the property is being **reserved and held** for their use and will be taken off the market or shown to prospective tenants. If for any reason, the tenants do not or cannot take possession, the entirety of the security deposit will be forfeited. After taking possession, tenant agrees that the security deposit shall not be construed as, nor shall be applied to last month's rent as payment of such. **Initial Here X** _____

PAEG EG
PAEG EG

(c.) **The Security Deposit will be held**, at the Owner's discretion, by either the Landlord or the Owner and the Tenant may request the name and address of the person holding the security deposit. Lessor or the Owner shall not be required to keep this deposit in a separate fund but may commingle the security deposit with its own funds and/or may forward all or part the deposit to the owner.

(d.) **Time & Manner of Return of Deposit.** The security deposit, plus applicable interest and less applicable charges, shall be returned to the tenants with an itemized statement, by depositing in the US Mail, no later than **sixty (60) days** after the termination of this lease "Returned" means deposited in US Mail, not "received by tenant." (1) At the sole discretion of the landlord the security deposit may be sent certified mail and **a \$25.00 charge will be deducted from the security deposit to cover the cost.** (2) One check will be made payable to all parties named on the Lease, unless the correct paperwork is received prior to the move-out date. Should tenants request the security deposit to be divided by the Landlord and mailed to more than one roommate, there will be an additional fee of **\$10.00 per check** issued.

(e.) **Security deposit may be used to repair or replace** anything that the Lessor has determined that was the negligence and/or fault of the Tenant, during the term of this lease. Tenant agrees to reimburse the security deposit account within 30 days of the cost being accrued if requested by the Landlord. The Tenant may also be liable for losses in excess of the deposit and agrees to pay such losses..

(f.) If Tenant **abandons** the leased premises or if the tenant's right of possession is terminated by the Landlord for reasonable cause, prior to the expiration of this Lease Contract, the entire amount of the security deposit, shall be forfeited. The Tenant agrees they are responsible for the amounts in excess of the security deposit if loss and damages has occurred. See also Paragraph 25.

(g.) All **locks will be re-keyed or replaced** at market rate, expense to be incurred by the tenant and will be deducted from the Security Deposit, unless otherwise agreed upon if deemed necessary by the Landlord. See also paragraph 14.

(h.) Tenant must **provide a forwarding address** to which the security deposit will be sent, otherwise it will be sent to the last known address of residency on file (which is the subject address of this Agreement). If the tenant fails to forward mail through the post-office, and subsequent mail accumulates at the property, tenant agrees to pay \$25 administrative fee for picking up, forwarding or returning-to-sender the accumulated mail.

(i.) All **correspondence must be in writing** regarding the security deposit return. See p. 43 on DISPUTE RESOLUTION

(j.) **All Repairs charged at minimum \$40 per/hour.** Restoration for any repairs, beyond normal wear and tear will be billed at a minimum of \$40/hour, including but not limited to handyman repairs, yard work, cleaning, painting etc.

(k) **Unpaid balances** will accrue at a rate of 2%/month.

(l) If the Tenant "**Sub-Lease**" as described in Paragraph 6. If the Lessor has received a proportional deposit from the "Sub-Tenant" and has written permission from the staying roommates, the Lessor will return proportional amounts of security deposit plus interest less applicable charges, to the outgoing Tenant within 60 days of vacating, otherwise the security deposit will be returned within 60 days to the original tenant at the end of the lease term

6. ASSIGNMENT OR SUBLEASING: Tenant will not sublet any part of the premises or assign this Agreement without the written permission of the Landlord. Only those Tenants named on this lease may reside in the leased premises. Tenant agrees not to allow any other persons to occupy said premises hereby rented except in the case of casual visits of friends or guests. Tenant shall not allow more than two overnight guests to stay on the premises more than seven (7) days per month without written consent of Lessor. The same guest may not return for thirty (30) days following his or her visit. **Subleasing is permitted under the following conditions:** Tenant receives written approval from Lessor for each subletting or change of roommate, Lessor has ample time to receive a Rental Application & fee, conduct background check and has received an adequate security deposit. Expense for background check and any advertising associated with the subleases shall be the responsibility of the Tenant/Sub-Tenant. Lessor, at any time, has the discretion to place its own advertising in local papers to help the Tenant(s) lease their premises, but the cost of the advertising will be billed or deducted from the Tenant(s) security deposit. Lessor may deny any Tenant(s) from sub-letting his/her premises unless the Tenant(s) account is paid in full and satisfied. Tenant agrees to give Lessor a thirty (30) days of their request to sublet and understands they will be charged a **minimum of \$100.00** for each sublet, assignment, or roommate change that requires the lease to be changed or released. Tenant agrees that it is their sole responsibility to find a suitable person(s). In the event, it is necessary for the Lessor to solicit prospective subrenter and shows the rental unit, the re-leasing fee will be **\$300.00**.

7. SERVICE & LEGAL NOTICE. Notice to one tenant shall be deemed notice to all tenants. Verbal, email, US Postal Service or by conspicuous posting is deemed a valid notice to the Tenant. Written notice other than email shall be delivered to the other party personally, or sent by first class mail, postage pre-paid, or conspicuously posted, as at the premises, at Tenant's permanent address or previous known address. Notice for nonpayment of rent, fees or eviction provided by this lease shall be in writing and shall be delivered to the other party personally, sent by first class mail, postage prepaid, or securely and conspicuously posted on the front door of the premises, or mailed to the Tenant's last known address. If legal notice, such as "Notice to Perform Covenant" "Notice to Pay or Quit", "Notice to Pay or Vacate" is given under the authority of this Lease Contract, tenant agrees to pay a Posting fee of \$75.00. Tenants may send their rent checks or any other written notices to the address provided. Unless otherwise specified in this lease, verbal, email, written or voice message warnings, notice of noncompliance or notice to perform covenant are deemed valid.

8. OCCUPANCY / ZONING. Only those named on this lease may reside in the leased premises. Tenant agrees not to allow any other persons to occupy said premises except in the case of casual visits of friends or guests no more than 7 days. Initial Here X PAEG EG

9. DELIVERY OF POSSESSION: If the tenants named above are unable to enter and occupy the leased premises at the time and date provided for above, due to a Hold Over of a previous tenant, or the premises are neither ready for occupancy or delayed, the tenant shall not hold the Landlord responsible or liable for damages, costs and/or inconvenience, hotel cost etc, but during such period of delays the rental herein may be abated at the discretion of the Lessor.

10. USE OF LEASED PREMISES: Tenants agree to the following rules and restrictions of his or her use of the leased premises:

(a.) **Exterior:** Tenant shall not place anything on balconies, patios, front/back steps, in windows (including unapproved shades or drapes), or elsewhere which might affect the pleasing aesthetic exterior appearance of the building/yard that would negatively detract from the appearance of the premises without written consent from the Lessor describing the items. Restricted items include, but are not limited to upholstered furniture, non-operable or non-licensed motor vehicles, motorcycles, bicycle parts, flags, signs, laundry, etc. Upon notice, tenants agree to and shall remove anything from balconies, patios, front/back steps, windows, yard or elsewhere which, in Lessor's sole opinion, would adversely affect the exterior appearance of the building.

(b.) **Government & Private Regulations:** Tenant shall occupy and use the premises in compliance with all federal, state, local, and municipal orders, statutes, ordinances, homeowner's association covenants, conditions, rules and regulations and shall further comply with all reasonable rules, and regulations, of the Lessor whenever promulgated. For properties that may apply, the tenant agrees to abide by any Homeowner's Association Covenants and Bylaws. The tenant agrees to be responsible for contacting the HOA association and obtaining documents and will not hold Landlord liable for any changes made by the HOA that may affect the tenant.

(c.) **Trash:** Tenants are responsible for the removal of trash from their leased property. Tenants shall not permit or allow any rubbish, waste materials, or other products to accumulate upon the premises, and shall maintain the same, void of offensive smells, in a reasonably clean and sanitary condition at all times. Where applicable, tenants shall provide their own trash containers and trash bags.

(d.) **Mutual Enjoyment & Use:** Tenants shall not interfere with the lawful and proper use and enjoyment of the building or any part thereof by Lessor, its agents, or employees, or of other leased units in the building or common areas of the building. Tenant shall not suffer or permit the playing of radio, television, records, or musical instruments, nor the making of any other sounds or noises, at levels loud enough to be heard by Tenants in other units or at such level as to be heard in adjacent buildings or to become a nuisance or disturbance to any persons. In addition, and subject to the conditions above, tenants may conduct private parties within their own unit as long as it does not exceed the maximum number of occupants as stated by local municipalities fire codes and does not disturb other tenants in building.

(e.) **Storage:** Tenant agrees not to store or repair any automobiles, trailers, boats, motorcycles, scooter, trampoline, or campers or other motorized vehicles inside or on the premises; to not store any hazardous waste, motor oil, paints, or solvents on the premises without written permission with the exception of small amounts of touchup paint: to not dump or dispose of any hazardous waste including paint, motor oil on the premises, to not store any items of any nature on the outside of the building or in any passageway that may obstruct the free and safe passage or would negatively affect the general look of the property without prior written consent from the Lessor. Tenants agree that they will not store paper, cloth, laundry, paints, solvents or anything that may be flammable near, beside, on top of or below any fireplace, furnace, or hot-water heater. Tenants are not allowed to have a freezer, refrigerator, "Kegerator", or a refrigerator that holds a keg or any other items in or outside the premises. Prohibited are large video Arcade games in or outdoors of the premises. If motor oil or other hazardous material is required to be removed by the landlord, the tenants agree to pay the charge of \$40.00 per incident of removal.

(f.) **Visitors:** Tenants understand that only two one overnight guest is permitted on the premises at one time without Lessor's written consent as long as the guest does not stay on the premises more than seven (7) days per month. Tenants understand and agree they are financially responsible for the actions of their guests known or unknown

(g.) **Barbecue grills** are only allowed on a balcony, patio or wooden deck, which is **not situated** under an overhang but are subject to or prohibited as described in any **HOA rules-and-regulations**. Grills or hot plates are **prohibited** from indoor use at all times. The outside use of a grill is done so at the tenant's own risk and responsibility.

(h.) **Satellite Systems vs Cable.** Satellite systems are not allowed if cable access is available. Tenants are only allowed to have "Satellite Systems" installed on the premises with prior notice of installation to the Lessor and approval of placement within the guidelines of any applicable Homeowner's Associations covenants or guidelines. Tenants are responsibility for cost or repairing roof or siding damages as a result of the installation or removal of such systems. Tenants are **not to go onto the roof** of the building for any reason and at no time, nor shall they hire or contract any persons to go onto the roof without written permission from the Landlord.

(i) No liquid furniture of any kind, including but not limited to waterbeds is allowed on or in the premises without prior written consent.

11. STORAGE AREAS: Where storerooms are provided, tenants understand the Lessor furnishes the storage space gratuitously, and the usage of such space, for any purpose, is done so at the tenant's own risk. The tenants shall not, under any circumstance hold Lessor liable for any loss, damage, injury or expense whatsoever, which may occur in connection with the usage of the storage space. Tenants have use of one garage space located behind building. _____.

12. PARKING Where applicable or otherwise noted, tenants are only allowed to park within the complex, in designated parking spaces. Unauthorized cars will be towed at owner's expense. Motorcycles are to be parked in assigned stalls only. Inoperable vehicles without current registration will be towed at owner's expense. Operable vehicles (automobiles, motorcycles, and 3/4 ton or smaller trucks only) are hereby authorized to park on space specifically assigned and Tenant hereby agrees to park only where assigned. Tenants further agree that any violation of these terms shall constitute consent to have said vehicles or articles removed, towed, or impounded at Tenant's expense, regardless if Tenant has a parking permit or not. Parking at your unit is provided and checked as follows: X on-street, _____ off-street unassigned, first come first served basis, and not guaranteed, or assigned in Parking Space _____. In the event the premises has a garage with a garage door opener(s), the tenant is responsible for their return or agrees to pay for the market cost of replacement and associated costs.

Other provisions: _____.

13. UTILITIES: Tenant agrees to pay for 100% of the following listed utilities indicated below with "yes". Where applicable the tenants are responsible for transferring the utilities into their name from the beginning date of this lease and for the duration of the lease term (not the day of vacancy), unless otherwise agreed upon. Gas **NO**; Electricity: **YES**; Water/sewer: **NO**; Trash Removal **NO**. If the Tenant fails to transfer the utilities into their name, the Lessor will pay the utilities, bill it back to the Tenant. Any utilities not paid by the tenants will be deducted from the security deposit plus a \$25 administrative fee, per month that the utilities are not transferred into tenants name. Where applicable and for certain units, where a portion of the utility is centrally billed to the Lessor, the itemized bill will then be billed to the tenant quarterly. Lessor shall not be liable for damages occurred for the failure of utilities or services occasioned by strikes, breakage of equipment, failure of source of supply, acts of God, or by any act or cause beyond the control of the Lessor. Tenant shall Hold Landlord/Lessor harmless from all costs or expenses resulting from Tenant's failure to pay any utility bill or power failure due to nonpayment of utility charges, failure of appliances, interface, or failure of provider. Initial Here X _____

EG
EG

PAEG
PAEG

14. ENTRY: During all reasonable times of the term of this lease, Lessor or its agents may enter the premises for purposes of inspection, preventive maintenance schedules, cleaning, repairs, improvements or to show the same to prospective new Tenants or potential purchasers. Tenant agrees to allow signs to be displayed on the premises for the purpose of advertising for lease, pre-lease or for sale. Tenant agrees to cooperate, not to hamper in any way the showing, repair or inspection the property and keep premises in a clean or orderly fashion.

15. LOCK OUT / LOCK CHANGE: Tenants may not change, install, or modified locks on interior or exterior doors without written permission and at the cost of the Tenant. Any expenses incurred because of an unauthorized lock change will be charged back to the Tenants plus \$25 administrative cost. There will be a minimum charge of \$100.00 for a Tenant lockout and LOST KEYS will be replaced at a \$25 per key. LOST GARAGE DOOR OPENERS will be replaced at the market rate of replacing such item plus \$25 for administrative cost. See also Paragraph. 5(h)

16. CARE OF PREMISES: Tenant shall occupy the premises and shall keep the same in good repair and clean condition, at his/her own expense, except for normal wear and tear. Tenant is responsible for promptly reporting any items that are not in good working condition, defective or potentially defective items. This includes, but is not limited to, nonfunctioning windows, screens, fireplaces, leaky faucets, toilets and appliances. Should any damages occur resulting from the negligence in reporting defects in the rental unit, the tenants will be held financial responsibility.

(a) Tenant **shall not make any alterations of any kind to the premises** without the written consent of Lessor (including, but not limited to painting, improvements, holes in the walls, repairs, addition or destruction or removal of structures etc.), and Tenant shall not commit or suffer to be committed any waste upon the premises. Tenant agrees to pay the full cost of repainting, repair, restoration and or clean up of such modifications made without permission of the Landlord. Any improvements, approved or not remain with the property and become property of the owner. Unless agreed upon in writing, any cost for improvements will not be reimbursed to the tenants.

(b) Tenants agree to and acknowledge **they are responsible for cost of service calls for any clogged drains, toilets, sinks, and the like**, due to normal use or negligence of the tenant. Tenants are responsible for unplugging their own toilets and regularly using a drain cleaner in showers and sinks (i.e. Liquid Drano). In any event, the tenant must contact the Landlord. Tenants agree not to flush anything except bodily waste and toilet paper down the toilet; not to flush or dispose of sanitary products (EVEN TAMPONS), napkins, paper towels, facial tissues, diapers or condoms. In the event a Tenant's refrigerator should stop working, the Lessor is not responsible for the cost spoiled perishables.

(c.) If a **window is broken or screen is damaged or lost**, the Tenants must notify the Landlord at time of occurrence. If a window is broken by persons other than the Tenants or guests of the Tenants, a police report must be filed by the Tenants within a (24) twenty-four hour period of its occurrence, otherwise the Tenants will be charged 100% for its replacement. A copy of the report must be sent to the Landlord within a week after the report has been filed.

(d) **Smoking is not allowed** inside the premises, and all Tenants are responsible for keeping the outside of the premises clean of cigarette butts. Should the Landlord find over approximately 5 cigarette butts on the premises, the Landlord has the discretion to have it cleaned up at the expense of all the Tenants living on the premises. There will be a minimum of 1 hour charge for clean up, at \$40/hour. Colorado passed a law permitting the use of marijuana. Despite this law, the Landlords have determined that the use, possession, distribution or manufacture of marijuana on or in the premises is NOT permitted for any reason, including but not limited to recreational use or medical purposes. The tenant shall be in default of this lease if anyone has been using marijuana on or in the premises and will forfeit their deposit as well as immediate eviction.

(e) Tenants are responsible for picking up their **delivered newspapers every day**. If Tenants are to leave town for more than four days, the newspaper service MUST BE TEMPORARILY SUSPENDED. A minimum of \$40.00 to pick up four or more newspapers.

(f) Only appropriate **made-for-outdoor-furniture is allowed** on the exterior of the property, including porches, decks, and lawns. Tenant agrees that NO upholstered furniture will be stored outside. This type of furniture will be removed at Tenant's expense.

(g) **Winter Conditions:** Tenants agree to and understand it is absolutely imperative that Heat settings be set no lower than 55 degrees during the winter months, especially whenever the premises are vacant for an extended period of time, such as Christmas break. Tenants must remove hoses from the spigots in the fall and they must remain detached until May. In case of sprinkler system (checked below), tenants agree to regular adjust timer for efficient use of water, have the system winterized to avoid freezing and accepts financial responsibility if damage occurs as a result of not winterizing the system. The **Tenant will be held responsible for 100% of the cost of repairing any damage** incurred due to the Tenants negligence to adhere to this provision. Tenants are responsible for their own snow shovel, snow removal and any injuries or damage to property related directly or indirectly to the removal or non-removal of snow and ice. In the event of a broken pipe inside or outside where water can or could be leaking, the tenant is responsible for immediately turning the main shut-off valves to the closed position and calling the landlord immediately. Damages occurred by the failing to shut-off the water are understood to be the responsibility of the tenant due to negligence.

(h) Tenants agree to have **the carpets professionally cleaned by an Pre-approved carpet cleaning company, to be determined by the Landlord and "carpet protector, ie Scotch Guard" applied concurrent with the cleaning at least once per year and at the end of the term of the lease**. The tenants agree not to use "do-it-yourself" rented, owned or borrowed carpet cleaning apparatus. Tenants shall provide proof of such services with a copy of the invoice to the landlord. Otherwise the Tenant agrees and understands that the Landlord will arrange and have the carpets professional cleaned at the tenant's expense and will deduct the cost of the professional cleaning, carpet protector from the security deposit plus an additional **\$25 administrative fee**.

(i.) At the expiration of the term of this lease or the earlier termination thereof, Tenant shall **peacefully surrender possession** of the premises to Lessor in a clean condition and in good repair and working order. Clean includes free from dust, dirt, stains, food, excess paint etc. Items to be cleaned include, but are not limited to cleaning appliances inside, out, below and above, carpeting, walls, baseboards, windows (inside and out), drapes, blinds, ceiling fans, light fixtures, smoke alarms, bathrooms, replacing any burned out light bulbs with bulbs that are *appropriate* for that fixture. Tenants agree to remove any fluorescent bulbs which they may have installed during the tenancy. Tenants agree to pay **\$10/bulb** for any replacement bulbs (inside or out), for each bulb the Lessor replaces or changes. Additional repairs or cleaning, by the Lessor, except for normal wear and tear, shall be billed to the Tenants directly or deducted from the security deposit at the **minimum rate of \$40/hour**. The tenants, herein, give the Landlord authorization and permission to have the interior premises and/or the carpets "professionally cleaned", should it be determined the premises is "unsatisfactory" to show and market the premises to potential Tenants. The total cost to have the premises "professionally cleaned" will be charged to the Tenant and Tenant has 30 days to pay the cleaning charge.

(j.) **Yard and Outside Areas:** Where applicable, it is understand by the tenants they are leasing the yard and outside property up to and including the boundaries of the property. **Tenants are responsible for the routine care and maintenance of these areas, which includes, but not limited to the following area as follows:** Watering lawn, trees, bushes; Weeding lawn, rock area and flower beds; Mowing, Raking Leaves, Snow removal (sidewalks, driveway/parking areas); General clean up of trash and yard waste; winterization of sprinkler system/hoses. If the Landlord deems it necessary to water or mow the lawn and/or perform other tasks to maintain the integrity of the yard the **tenant will be billed a minimum of 1 hour at \$40.00 per hour**. Routine winterization and maintenance of sprinkler system is the tenant's responsibility. Any damage of the house from failure to do so is the tenants responsibly, ie damage from frozen pipes.

Initial Here X

PAEG

EG

17. COST OF REPAIR: Damages, replacement cost, or repairs (other than for normal wear and tear) that are caused by the negligence or willful acts of Tenant, members of Tenant household, guests, or unknown persons any resulting damages and repairs, cost of materials and labor shall be paid by the Tenant at a **minimum rate of \$40/hour**. If repairs or replacement charges are incurred while the Tenant is occupying the premises, the Tenant agrees to pay for these charges upon receipt of bill from the Lessor. Excessive damage to the premises by Tenant, members of Tenant's household, or guests shall be grounds for Landlord to evict Tenant and may result in criminal charges.

18. INDEMNITY: Tenant shall exonerate, hold harmless, hold blameless, protect, and indemnify Lessor from and against all losses, damages, claims, suits or actions, judgments and costs which shall arise or grow out of any injury to or death of persons arising from or in any manner connected with the exercise of any right granted or conferred hereby, or from Tenant's use, maintenance, operation, and/or repair of the said premises, buildings, improvements, and equipment thereon.

19. JOINT AND SEVERAL RESPONSIBILITIES: The term "Tenant" as used herein shall be construed to mean "Tenants" whenever used in this lease, and all such parties shall be jointly and severally liable for the performance of all promises, covenants, and conditions to be performed by the Tenant hereunder, including the covenant to pay rent in accordance with paragraph 3; Tenants understand that each Tenant shall be individually liable for all such performance of this lease and that all Tenants shall be liable until such performances are made. It is understood by and between the

parties, that in the event that one or more, but less than all, of the Tenants fails to perform any of the promises, covenants, or conditions, Lessor may, at its option, enforce its rights, with respect to such defaulting the tenant's several obligations. In the event such enforcement of Lessor's rights results in the termination of this lease, with respect to one or more, but less than all, of Tenants hereunder, and/or the eviction of one or more, but less than all, of the Tenants hereunder, Lessor reserves the right at its election, to insist upon full performance of the joint and several obligations of the remaining Tenants.

20. PARENT OR (CO-SIGNER) LIABILITY/RESPONSIBILITY AGREEMENT: If Tenant is dependent on their parents or another party (i.e., guardian, trust fund, Corporation etc.) for rent and utility payments, a **Parent Co-Signer Liability/Responsibility Agreement (Addenda D)** maybe required. This party accepts the liability for rent and all other obligations created under this Lease. Tenant fully understands and agrees that this Lease is revocable if the Lessor has not received a signed Addendum D within three (2) weeks after having signed this Lease Contract. If after the 2 week period has expired and Lessor has not yet received Addendum D and if the tenant has not taken possession of the property yet, the Lessor has the right to void the Lease, place the rental unit back on the market and/or the Tenant will **forfeit 50% of the total security deposit** plus any loss of rent, associated advertising costs or damages which may have occurred. Otherwise, after the 2 week period has expired and Lessor has not yet received the Addendum D then the tenants agree to pay a late fee of **\$300.00**. Initial Here X PAEG EG

21. LANDLORD'S LIEN: In the case of Abandonment, Court Eviction and Writ of Restitution due to nonpayment of rent or abandonment, Lessor shall have a first lien paramount to all others on every right and interest of Tenant in and on any furnishings, equipment, fixtures, or other personal property of any kind belonging to Tenant, or the equity of lessee therein, on the leased property, including motor vehicles in the parking areas. Such lien is granted for the purpose of securing the payment of rents, charges, liens, penalties, and damages herein covenanted to be paid by Tenant, and for the purpose of securing performance of all of Tenant's obligations under this lease. Such lien shall be in addition to all rights of Lessor given under statutes of the State of Colorado, which are now or shall hereafter be in effect. Such lien shall be enforceable, at Lessor's option, either by the procedures provided for the enforcement of Lessor's liens in the Colorado revised Statutes, or by physical seizure of the property to which the lien applies, using such force as may be reasonably necessary, including, but without limiting the generality of the foregoing, entering the premises leased hereunder and changing the locks on the door or doors thereto. Upon such physical seizure of the property to which the lien applies, Lessor may proceed to sell such property at public or private sale, in any commercially reasonable manner, for the best cash price obtainable, after seven (7) days notice thereof in writing deposited in the U.S. Mail addressed to Tenant at the premises leased hereunder or last know address.

22. NON-WAIVER: Except to the extent that Lessor may have otherwise agreed in writing, no waiver by Lessor of any breach by Tenant of any of his obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent breach by Tenant, nor any receipt by Lessor of rent with knowledge of the breach of any terms, covenants, or conditions hereof, be deemed a waiver by Lessor of its rights of remedies with respect to such breach, or to subsequent breaches. It is agreed that restrictive endorsements or other legends on checks or other instruments of payment presented to Lessor in discharge of any of Tenant's monetary obligations hereunder shall be void and utterly without legal force or effect.

23. LESSOR'S RIGHT CUMULATIVE: Except insofar as is inconsistent with or contrary to any provision of this lease, no right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, now or hereafter existing at law or in equity or by statute.

24. HOLDOVER: At the expiration of this Lease Contract, tenants agree to peacefully surrender the leased premises. In the event the Tenant hold-over beyond the expiration date of this lease without the written consent of the Lessor the lease shall not be deemed renewed. Tenant shall be regarded as a Tenant at Sufferance and shall be liable for a **daily holdover charge in the amount of \$200.00 per day** until possession is returned to Lessor. Lessor may evict Tenant from the premises or undertake other legal action to regain possession for nonpayment of rent or breach of the Lease. Tenant shall continue to be liable for rent and be bound by the other provisions of this lease during the time Tenant remains in possession of the leased premises even though Lessor has chosen to seek eviction. If Tenant vacates but leave behind possessions, the remaining possessions are deemed to be abandoned and may be discarded as trash. Landlord shall not be obligated to store said belongings and shall have no duty or obligation with respect to said items so removed. Lessor will not be responsible to Tenant for any type or reimbursement for the personal property. Tenant will be responsible for any other losses suffered by Lessor and any person who had to wait for Tenant to vacate in order to move in such as hotel room, other costs and associated legal fees.

25. ABANDONMENT: If this Lease is terminated by the Lessor because of a contractual breach by Tenant or if Tenant abandons, quits or vacates the property voluntarily, the property may be re-leased by Lessor for such rent and terms as the Lessor determines to be reasonable and advantageous. Abandonment can be presumed if the unit has been found to be in a state that a reasonable person would think the tenants have moved out and are not returning. Tenant shall remain liable for any deficiency in rent, any damages which Lessor may have sustained by virtue of Tenant's use and occupation of the leased premises. Tenant agrees that all costs associated with the removal of personal property or automobiles will be their responsibility and are obligated to pay such expenses whether in advance, upon notice or deducted from the security deposit. Any personal belongings left on the premises after abandonment or the lease expiration date will be considered abandoned property and may be discarded, towed, disposed as trash. Tenants agree that no items left has any value and the landlord is not obligated to consider any item to have any value. The Lessor will not store any personal belongings for Tenant after lease expiration. Tenant will indemnify and hold the Lessor blameless in having Tenant's personal belongings discarded.

26. INJUNCTION: In addition to all remedies in this lease provided, Lessor shall be entitled to restrain, by injunction, the violation or attempted or threatened violation of any of the terms, covenants, conditions or provisions of this lease.

27. LEASE VIOLATIONS: NOTICE TO ONE IS DEEMED NOTICE TO ALL. Notification may be either verbal or written, text or email. If the tenant violates one or more of the covenants of this lease contract, the tenant may be subject to fines at the discretion of the Landlord as follows, **1st Notice: \$75.00: 2nd Notice: \$75 and so on. Each violation thereafter is \$75.00.** At the discretion of the Landlord may post a "Notice to Perform Covenant " after the first notice and a **\$75 posting fee** may be imposed in addition to fine. If the account is not made current according to the terms of the Notice, the Lessor may initiate legal action for eviction. Tenant understands and agrees that non enforcement of one condition of the lease does NOT negate, void or invalidate enforcement of others.

28. ATTORNEY'S FEES: In the case whereby the landlord seeks legal advice in connection with enforcing any part of the Lease Contract, including, but not limited to, owed rent, fines, fees, physical compliance or eviction. Per occurrence, Tenant agrees to reimburse the landlord upon notice for the total cost of reasonable attorney's fees and legal/mediation costs, and agrees the fees shall be deducted from the security deposit. Should either party

commence an action at law for any breach of any provision of this Lease Contract, the tenant agrees to bear the cost of attorney's fees and all other costs in connection therewith for both parties. In the event that J & D Property Management, LLC must retain a collection agency or law firm to collect past due balances owed to J & D Property Management, LLC, you agree to pay any and all collection agency fees, court costs, attorney fees or incidental costs associated with collecting.

29. SUCCESSORS IN INTEREST/AGENCY: This lease and all covenants, conditions, terms, and provisions hereof are binding upon and shall inure to the benefit of the successors and assigns of Lessor and the heirs, executors, administrators, and, to the extent herein permitted, upon and to the assigns of Tenant. Lessor may assign this lease to at anytime and is effective upon notice to tenant.

30. MEDICAL INSURANCE and INDEMNIFICATION: TENANTS AGREE AND ACCEPT SOLE RESPONSIBILITY FOR OBTAINING AND MAINTAINING MEDICAL INSURANCE FOR INJURY OR LOSS. TENANTS WHO CHOOSE NOT TO CARRY INSURANCE AGREE TO INDEMNIFY THE LANDLORD FOR ANY INJURY OR LOSS, MEDICAL CONDITION ASSOCIATED WITH OR RESULT OF RESIDING AT THE SAID PREMISE AND WAIVE ANY RIGHT TO SEEK COMPENSATION FROM THE LANDLORD.

31. PERSONAL PROPERTY or RENTERS INSURANCE: Tenants ARE TRONGLY URGED to purchase Renter's Insurance. TENANTS AGREE AND ACCEPT SOLE RESPONSIBILITY AND EXPENSE FOR OBTAINING AND MAINTAINING RENTERS PERSONAL PROPERTY INSURANCE, TO COVER TENANT'S PERSONAL PROPERTY IN THE CASE OF DAMAGE, LOSS OR ACTS OF GOD FROM THE MALFUNCTION OF ANY APPLIANCE, STRUCTURAL OF THE PROPERTY, WATER LEAKAGE, WIND DAMAGE OR THE LIKE. UPON REQUEST. Tenants agree to make no claim against Lessor for or on account of any loss or damage sustained by theft, fire, water, acts of God, acts of war, failure of appliances or power failure of any kind or for loss or damage to any personal property belonging to them or to their guests. Initial Here X PAEG EG

32. SEVERABILITY: The unenforceability of any provision or provisions of this lease shall not affect the enforceability of any other provision or provisions in this lease.

33. BROKER AGENCY RELATIONSHIP & NO CONTACT WITH OWNER: The Lessor is acting as the Owner's Agent as described in the Definitions of Working Relationships enclosed with the Rental Application. Tenants understands and agree they are prohibited from contacting the owner for any reason before, during or after the term of the lease unless specific permission is granted by the owner in advance, otherwise all concerns or issues concerning the property will be addressed through the Property Manager for the Owner. VIOLATION of this provision may result in eviction.

34. NO PETS or VISITING PETS OR ANIMALS (even temporarily) are permitted on the premises at any time, except for properly trained authorized service or companion or for SECIFICALLY NOTED HERE: NONE.

a) Tenant is responsible for the cost of damages done by their pet or any visiting pet any other flooring type to the flooring.; including carpet cleaning and special treatment for urine, total removal and replacement of carpet and pad if necessary, treatment, refinishing or replacement of hardwood, removal and replacement of vinyl flooring or the like.

b) Tenant hereby agrees to and authorizes Lessor to deduct fifty percent (50%) of the security deposit as a penalty if pets (including visiting pets) are found on the premises that are not noted above, even if the animals are removed by request. Tenants understand the presence of pets, cause damage by leaving dander, hair, urine and the like, thus contaminating the property and voiding the "pet free environment", resulting in lost future rents. Should damages be in excess of this amount, additional amounts may be withheld from deposit, or Tenant may be charged if damage deposit funds are not sufficient to cover actual damages.

c) If the Landlord has observed increase maintenance or damages caused and is likely to cause further damage, or presents a danger to humans or other animals, the provision allowing these pets may be revoked at the sole discretion of the landlord. The tenant agrees that the pets shall no longer be allowed to be housed at the property and will comply with the landlord's written request to permanently remove the pet within 48 hours and further to immediately repair any damages which may have occurred. If the tenants refuse to comply with the notice to have the pets removed, the Landlord is authorized to have the pets removed, the tenants agree they are in violation and breach of the Lease Contract, AND eviction proceedings may be commenced at the landlord's discretion. Any costs associated with the animals or clean up are to be paid by the tenants will be reimbursed by tenants at minimum rate of \$40/hour Initial Here X PAEG EG

35. CHECK-IN / CHECK-OUT SHEET: The tenants shall fill out and return with 21 days the original Check-In/Out sheet (I/O). Tenant shall indicate on this sheet in as much detail that is necessary to document the condition of the property or pre-existence of any damages that may have occurred prior to taking possession of the unit. Only photos received during the first 21 days will be considered valid. The tenant understands that the Check-In/Out sheet shall not be deemed conclusive evidence of the condition of the premises during the Check-out process.

Tenant acknowledges receipt of a Check in/out sheet at the time of signing of this. Initial Here X PAEG EG

36. ACCEPTANCE OF CONDITION OF LEASED PREMISES: Tenant understands and agrees that the leased real property is rented in "As Is" condition. No promise of improvement of premise is implied (ie, no new carpet, no painting is to be done etc.), unless reduced to writing as addendum to this contract.

37. TENANT'S ACKNOWLEDGEMENT OF SECURITY POLICY.

a) Tenant acknowledges that neither Owner nor Management has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures.

b) Tenant acknowledges that neither Owner nor Management warrants or guarantees the safety or security of Tenant(s) or their guests or invitees against the criminal or wrongful acts of third parties. Each Tenant, guest and invitee is responsible for protecting his or her own person and property.

c) Tenant acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Tenant(s) acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

38. RIGHT OF CANCELLATION DUE TO FRAUDULENT DATA OR SALE of PROPERTY:

a) If at the time of signing this Lease Contract, the Rental Application(s) were submitted, but not yet processed, at the Lessor's discretion has the right to cancel & void this Lease Contract within 10 days if negative characteristics or fraudulent data are found in the screening of credit, criminal or background check process. If the Tenant has not taken possession, then the full security deposit will be returned. Tenant will vacate premise within 5 days and security deposit will be returned less prorated rent and any damages.

b) The owner retains the right to list, show, sell the property and cancel this leasehold contract with a minimum 60 day notice from the final acceptance date of a purchase contract. Initial Here X PAEG EG.

39. ADDENDUM: Standard with this Contract are Addenda A (Smoke), B (Lead Based) C (Crime). or **Addendum D** (Parent Liability, see paragraph 20) may be attached. Any further Addenda to this Lease Contract are valid only if reduced to writing and signed by Lessor.

40. SERVICEMEMBERS RIGHTS: If TENANT is a member, TENANT waives any right under the Service Member Civil Relief Act, Public Law 108-189, 50 U.S.C App 501-596, as amended by Public Law 108-454, or as subsequently amended.

41. PHONE LISTING AND COPIES of LEASE: Tenants agree to notify the Landlord of their new phone number or subsequent changes to phone number within 10 days of installation or change. If tenants do not acquire a telephone, then a mobile or contact number will be made available. One copy of the lease is provided to the tenants, additional copies will be available for the cost of \$1.00 per page

42. INTERPRETING THIS LEASE CONTRACT: It is understood that the singular and plural may be interchanged in this Lease Contract. The word tenant or tenants are meant to refer to the party or parties who are subject to this Lease. Any oral promises from the Lessor or representative(s) of the Lessor will not and cannot be enforced, unless the oral promise(s) have been reduced to writing under the Special Provisions or Addendum of this Lease Contract. Sub-contractors of Lessor have no authority to make any promises at any time.

43. LEASE RENEWAL OR EXTENTION: This Lease Contract does not automatically renew and no notice is required for the tenants to vacate the premises at the end of the Lease term. At the Lessor's sole discretion, an offer to renew the lease with possible modifications may be offered to the tenant. The option to renew is only good if reduced to writing and signed by both parties 10 days after the offer is made either orally or in writing. It is the responsibility of the tenant to be available or make appropriate arrangements in order to secure the renewal or extension in writing within the time frame or the offer expires and is no longer valid.

44. MEDIATION, DISPUTE RESOLUTION & CONFIDENTIALITY: FOR THE PURPOSE OF GOOD-FAITH DISPUTE RESOLUTION TENANTS AGREE TO THE FOLLOWING: a) PRIOR TO ANY LEGAL COURT ACTION, COOPERATE IN THE PROCESS OF **MEDIATION**, THROUGH AN AGREED UPON MEDIATION SERVICE AT THE TENANT'S SOLE PRE-PAID EXPENSE; b) TENANTS AGREE THAT ALL TERMS, RESOLUTIONS OR INFORMATION RELATING TO THEIR TENANCY WILL REMAIN CONFIDENTIAL AND NO PUBLIC DISPARAGING REMARKS OR INTERNET POSTING SHALL BE MADE OR INSTIGATED. DIRECTLY OR INDIRECTLY. VIOLATIONS OF THIS CONFIDENTIALITY AGREEMENT MAY BE SUBJECT TO SLANDER AND LIBEL LEGAL ACTION OR SMALL CLAIMS COURT FOR \$7,500, SEVENTY FIVE HUNDRED DOLLARS LIQUIDATED DAMAGES c) NOTIFY AND SCHEDULE MEDIATION NO LATER THAN 120 DAYS AFTER THE RECEIPT OF THE SECURITY DEPOSIT ITEMIZATION SHEET. SHOULD THE 120 DAY PERIOD EXPIRE WITHOUT NOTIFICATION OR INTENTION TO MEDIATE, THE TENANT(S) ACCEPT AND AGREE TO THE CURRENT DISPOSITION AS FINAL AND AGREE TO BRING NO FUTURE LEGAL CLAIM OR DISPUTE CONCERNING THEIR TENANCY. Initial Here X PAEG EG.

BY WITNESS OF SIGNATURES, the Tenant(s) fully understand and agree to all the terms and conditions of this lease.

Tenant	Print	Date	<u>Patrick L Apodaca</u> <small>Patrick L Apodaca (Feb 4, 2019)</small>	Signature	Date	Time
Tenant		Date	<u>Elisha A. Garcia</u> <small>Elisha A. Garcia (Feb 4, 2019)</small>		Date	Time
Tenant		Date	X		Date	Time
Tenant		Date	X		Date	Time
Tenant		Date	X		Date	Time

Landlord, Lessor, Owner or Property Manager, J & D Property Management, LLC Date: Feb 4, 2019
J & D Property Management, LLC (Feb 4, 2019)

Member

J & D Property Management, LLC

ADDENDA A - Smoke Detector & Carbon Monoxide Detectors

Addenda A shall become part of the Lease Contract between the Landlord/Lessor/Owner and the Tenants designated on page one.

Addendum A - Smoke Detector(s) & Carbon Monoxide Detector Please READ carefully, this addenda places the duty and responsibility on the Tenant to regularly test these detectors and to report all malfunction of the same in writing.

- 1) **Smoke & Carbon Monoxide Detectors.** Tenant acknowledges that of this date, the unit is equipped with one or more smoke and carbon monoxide detectors. Tenant has inspected the detector(s) and finds them in good working order.
- 2) **Inspection & Repairs.** Tenants agree that it is his or her duty and responsibility to regularly test the detectors and agree to notify the Landlord of the any problem, defect, malfunction or failure immediately in writing. With seven (7) days of receipt of such written notification by the Landlord the Landlord/Lessor shall repair or replace detectors assuming the availability of labor and materials. Resident agrees to allow the Landlord to inspect and test the smoke detector(s) at least every six months.
- 3) **Maintenance.** Tenants agree that it is his or her duty and responsibility to regularly test the detectors, replace low or non functioning batteries and agree to notify the Landlord immediately in writing, if at any time the existing battery become unserviceable.
- 4) **Replacement.** Resident agrees to reimburse Landlord/Lessor, upon request, for the cost of a new detectors and the cost of installation thereof in the event the existing smoke detectors become damaged by the tenant or their guest.
- 5) **Entire Agreement.** The parties hereto acknowledge that this written addendum is the entire agreement of the parties relative to the detectors in the above referenced unit. Any agreement that in any way varies the terms of this Addendum shall be unenforceable and completely void unless such agreement is in writing and signed by all parties.
- 6) **Term.** The term of this Addendum shall be the same as the Lease Contract or any renewal or extension of the Lease Contract.

Condition of Rental Property Checklist

Instructions: Tenant(s) complete(s) this checklist within three days of moving in and tenant(s) and landlord or manager review property and completed checklist together and mutually agree on the condition of the property upon move-in by signing this form. Each party keeps a copy of signed checklist. Tenant(s) and landlord or manager uses the move-in checklist during the pre-move out inspection and again when determining if any of the tenant's deposit will be retained for cleaning or repairs after move-out. BE SPECIFIC and DETAILED when filling out the checklist.

1007 CARTERET AVE PUEBLO, CO 81004
Property Address and Apartment Number

J&D PROPERTY MANAGEMENT LLC
Landlord/Manager Name (Print)

Tenant Name (Print) _____

Tenant Name (Print) _____

Tenant Name (Print) _____

Tenant Name (Print) _____

Tenant Name (Print) _____

ITEM	CONDITION ON ARRIVAL	CONDITION ON DEPARTURE
LIVING ROOM		
Floor & Floor Covering		
Walls & Ceiling		
Door(s)		
Door Lock(s) & Hardware		
Lighting Fixture(s)		
Window(s) & Screen(s)		
Window Covering(s)		
Smoke Alarm		
Carbon Monoxide Alarm		
Fireplace		
KITCHEN		
Floor & Floor Coverings		
Walls & Ceiling		
Door(s)		
Door Lock(s) and Hardware		
Window(s) & Screen(s)		
Window Covering(s)		
Light Fixture(s)		
Cabinets/Inside Drawers		
Counters		
Stove/Burners, Controls		
Oven/Rangehood Inside, Outside, Fan		
Refrigerator		
Dishwasher		
Sink(s) & Plumbing		
Garbage Disposal		
Fire Extinguisher		

CONDITION OF RENTAL PROPERTY CHECKLIST

ITEM	CONDITION ON ARRIVAL	CONDITION ON DEPARTURE
DINING ROOM		
Floor & Floor Covering(s)		
Walls & Ceiling		
Light Fixture(s)		
Window(s) & Screen(s)		
Window Covering(s)		
Other		
BATHROOM #1		
Floors & Floor Covering(s)		
Walls & Ceilings		
Counters & Surfaces		
Window(s) & Screen(s)		
Window Covering(s)		
Sink & Plumbing		
Bathtub/Shower		
Toilet		
Light Fixture(s)		
Door(s)		
Door Lock(s) & Hardware(s)		
Inside Drawers		
BATHROOM #2		
Floor & Floor Covering(s)		
Walls & Ceiling		
Counters & Surfaces		
Window(s) & Screen(s)		
Window Covering(s)		
Sink & Plumbing		
Bathtub/Shower		
Toilet		
Light Fixture(s)		
Door(s)		
Door Lock(s) & Hardware(s)		
Inside Drawers		

CONDITION OF RENTAL PROPERTY CHECKLIST

ITEM	CONDITION ON ARRIVAL	CONDITION ON DEPARTURE
BEDROOM #1		
Floor & Floor Covering(s)		
Walls & Ceiling		
Window(s) & Screen(s)		
Window Covering(s)		
Closet(s), including Doors & Tracks		
Lighting Fixture(s)		
Smoke Alarm		
Carbon Monoxide Alarm		
Door(s)		
Door Lock(s) & Hardware		
BEDROOM #2		
Floor & Floor Covering(s)		
Walls & Ceiling		
Window(s) & Screen(s)		
Window Covering(s)		
Closet, including Doors & Tracks		
Lighting Fixtures		
Smoke Alarm		
Carbon Monoxide Alarm		
Door(s)		
Door Lock(s) & Hardware		
BEDROOM #3		
Floor & Floor Covering(s)		
Walls & Ceiling		
Window(s) & Screen(s)		
Window Covering(s)		
Closet, including Doors & Tracks		
Lighting Fixtures		
Smoke Alarm		
Carbon Monoxide Alarm		
Door(s)		
Door Lock(s) & Hardware		
HALL		
Smoke Alarm		
Carbon Monoxide Alarm		

CONDITION OF RENTAL PROPERTY CHECKLIST

ITEM	CONDITION ON ARRIVAL			CONDITION ON DEPARTURE
OTHER				
Heating System				
Air Conditioning				
Stair(s)				
Hallway(s)				
Lawn(s) & Garden(s)				
Patio, Terrace, Deck, etc				
Parking Area(s)				
Front/Back Porch				
Other				
Other				
Other				
# of Keys Received:	Door	Laundry	Mailbox	

Tenants acknowledge that all smoke alarms, carbon monoxide alarms, and fire extinguishers were tested in their presence and found to be in working order, and that the testing procedure was explained to them. Tenants agree to test all detectors at least once a month and to report any problems to Landlord/Manager in writing.

Comments: _____

MOVE-IN INSPECTION DATE: _____

J & D Property Management, LLC (Feb 4, 2019)

Feb 4, 2019

MOVE-OUT INSPECTION DATE: _____

Owner/Agent Signature

Member

J & D Property Management, LLC

Tenant Signature

Tenant Signature

Tenant Signature

Patrick L Apodaca

Patrick L Apodaca (Feb 4, 2019)

Tenant Signature

Elisha A. Garcia

Elisha A. Garcia (Feb 4, 2019)

Tenant Signature

Owner/Agent Signature

Tenant Signature

Tenant Signature

Tenant Signature

Tenant Signature

Tenant Signature

LEASE ADDENDUM FOR CRIME-FREE/DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia.
2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.
3. Resident or members of the household will not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless or whether the individual engaging in such activity is a member of the household.
4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the landlord, his agents or tenants.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** *A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease.*

It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

MANAGEMENT


J & D Property Management, LLC (Feb 4, 2019)

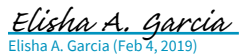
Member

by: J & D Property Management, LLC

Date signed: _____


Patrick L. Apodaca (Feb 4, 2019)

(Resident)


Elisha A. Garcia (Feb 4, 2019)

(Resident)

(Resident)

Date signed: _____

Resident(s) acknowledge receipt of this addendum by signature of this document.

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

LEAD-BASED PAINT DISCLOSURE (Rentals)

Attachment to Residential Lease or Rental Agreement for the Premises known as:

1007 Carteret Ave Unit 2

Pueblo

CO

81004

Street Address

City

State

Zip

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

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty up to \$11,000 (plus adjustment for inflation). The current penalty is up to \$16,000 for each violation.

Disclosure for Target Housing Rentals and Leases

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure to Tenant and Real Estate Licensee(s) and Acknowledgment

1. Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.

2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):

☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

☒ Landlord has knowledge of lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Property was built prior to 1978

3. Records and reports available to Landlord (check one box below):

☒ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

☐ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Tenant's Acknowledgment

4. Tenant has read the Lead Warning Statement above and understands its contents.

5. Tenant has received copies of all information, including any records and reports listed by Landlord above.

6. Tenant has received the pamphlet "Protect Your Family From Lead in Your Home."

Real Estate Licensee's Acknowledgment

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

Certification of Accuracy

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

Feb 4, 2019


J & D Property Management, LLC (Feb 4, 2019)

Landlord
Member

Date

J & D Property Management, LLC

Landlord

Date

Real Estate Licensee (Listing)

Date


Patrick L. Apodaca (Feb 4, 2019)

Tenant

Feb 4, 2019

Date


Elisha A. Garcia (Feb 4, 2019)

Tenant

Feb 4, 2019

Date

Real Estate Licensee (Leasing)

Date

MOLD PREVENTION

It is the goal J&D Property Management LLC (*Landlord*) to provide a quality living environment for its Residents. To help achieve this goal it is important we work together to minimize any mold growth in your Premises. That is why this Addendum contains important information for you, as well as responsibilities for both you and us.

ABOUT MOLD

Mold is found virtually everywhere in our environment - both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms, would reproduce by spores and have existed of practically from the beginning of time. Mold breaks down organic matter in the environment and uses the product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. When excess moisture is present inside a Premises, mold can grow. There is conflicting scientific evidence as to what contributes a sufficient accumulation of mold that could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

Preventing Mold Begins With You

In order to minimize the potential for mold growth in your Premises, you must to do the following:

- Keep your Premises clean - particularly the kitchen, the bathroom(s), carpet and floors. Regularly vacuuming, mopping, and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold.
- Immediately throw away moldy food.
- Remove visible moisture accumulating on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines, especially if the leak is large enough for water to infiltrate nearby walls. When showering, be sure to keep the shower curtain inside the tub and fully closed the shower doors.

In Order to Avoid Mold Growth

It is important to prevent excess moisture buildup in your Premises. Failure to pay prompt attention to leaks and moisture that might accumulate on Premises surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- Rainwater leaking from roofs, windows, doors and outside walls, as well as floodwaters rising above floor level;
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, refrigerators, A/C drip pans or clogged A/C condensation lines; and
- Leaks from plumbing lines or fixtures, washing machine hose leaks, leaks into walls from bad or missing grouting / caulking around showers, tubs or sinks.

If Small Areas Of Mold Have Already Occurred On *Non-Porous* Surfaces (such as ceramic tile, *Formica*, vinyl flooring, metal, wood or plastic), the Federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on type household biocide, such as *Lysol Disinfectant*, *Pine-Sol Disinfectant*, *Tilex Mildew Remover*, or *Clorox Cleanup*. Please note, only a few of the common household cleaners will actually kill mold. *Tilex* and *Clorox* contain bleach, which can discolor or stain. **Be sure to follow the instructions on the container. Do not clean or apply household biocides to (1) visible mold on *porous* surfaces, such as sheet rock walls or ceilings, or (2) large areas of visible mold on *non-porous* surfaces.** Instead, notify us in writing, and we will take appropriate action.

Resident Obligations Regarding Mold

Resident shall provide appropriate climate control within the Premises, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Resident agrees to clean and dust the premises on a regular basis to prevent the visible wished your accumulation on windows, walls, and other surfaces as soon as reasonably possible. Resident agrees to periodically inspect all sinks, bathtubs, toilets, shower enclosures,

refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, air-conditioners, and the connections, discharge lines and the area surrounding catch, to ascertain whether there are any water leaks or signs of water leaks. Resident agrees not to block or cover any of the heating, ventilation air-conditioning ducts in the Premises. Resident also agrees to immediately report to the Landlord: (1) any evidence of a water leak or excessive moisture in the Premises, as well as any storage room, garage, or other common area; (2) any evidence of mold or mildew-like growth that cannot be removed by simply applying a household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation, or air conditioning system in the Premises; and (4) any inoperable doors or windows.

Landlord's Obligations Regarding Mold

Upon written notification from Resident regarding signs of water leaks, water infiltration, or mold, or any failure malfunction in the heating, ventilation, or air-conditioning system in the Premises, Landlord shall, within a reasonable time frame, make necessary repairs to the Premises in accordance with the state law and the Lease, provided such damage was not caused by the misuse or neglect of Resident, or any occupants or guest of Resident.

Remedies

A breach of this Mold Prevention Addendum by Resident shall be a material violation of the Lease, allowing Landlord to recover possession of the Premises, following Demand for Possession or Compliance in accordance with state law, and all other rights and remedies contained in the Lease.

In the event of a breach of this Mold Prevention Addendum by Landlord, Resident's sole and exclusive remedy shall be to immediately vacate the Premises and Resident's obligation to continue to pay rent shall terminate on the date Resident delivers possession of the Premises to Landlord. Landlord shall in no event be liable for consequential damages such as damages to Resident's personal property or claims of adverse health conditions associated with exposure to mold.

Warranties, Indemnifications, and Release


Resident hereby indemnifies and shall hold Landlord harmless for any and all claims or causes of action, arising (in whole or in part) from Resident's breach of the obligations contained in this Mold Prevention Addendum. Resident hereby releases Landlord from any and all claims of Resident or occupant for the presence of mold in the Premises, other than claims based on breach of this Mold Prevention Addendum by Landlord, and further releases Landlord from any and all claims of consequential damages such as damages to Resident's personal property, or claims of adverse health conditions associated with exposure to mold.


J & D Property Management, LLC (Feb 4, 2019)
Landlord/Agent for Landlord Date
Member

J & D Property Management, LLC


Patrick L Apodaca (Feb 4, 2019)

Resident Date


Elisha A. Garcia (Feb 4, 2019)

Resident Date

PEST CONTROL ADDENDUM

This Pest Control Addendum is incorporated into and made a part of the lease agreement between Landlord and Tenant.

1. If Tenant fails to report any pest infestation and/or problems with the Premises within seven (7) days of move-in, it shall be an acknowledgement by Tenant that the Premises are acceptable, in good condition, and pest free.
2. Tenant agrees to cooperate with Landlord and Landlord's pest control company, in all efforts and tasks required to eradicate and control an pest infestation. Tenant's full cooperation includes but is not limited to immediately reporting Pest infestation to Landlord, making the Premises available for entry to complete Pest inspection and eradication treatment(s), completing all required pre-treatment activities, evacuating the Premises during and after treatment for the required time frame, completing all required post-treatment activities, and immediately reporting ineffective treatment or re-infestations to Landlord in writing.
3. In the event the Landlord reasonably determines that any of Tenant's personal Property is infested with any Pest, Landlord may require that such personal property be permanently removed from the Premises upon three day written demand and may require that such personal property be sealed prior to removal in order to keep Pest from spreading to common areas.
4. Landlord may routinely inspect the Premises for pests. Landlord will notify Tenant in advance of each pest inspection, including providing a preparation sheet. Notification is presumed received if Landlord hands the notice and instructions directly to Tenant or if Landlord posts the notice and instructions on the door of the Premises.
5. If Tenant promptly notifies Landlord and cooperates with Landlord and/or Landlord's pest control company and the property is either re-infected or the initial treatment is ineffective, Landlord will promptly schedule re-inspection and re-treatment at no cost to Tenant. If Tenant is not fully prepared for the treatment, Tenant agrees to pay \$ _____. (If no amount is filled in, Tenant shall be billed for the actual cost of service.) If Tenant fails to cooperate fully with the treatment plan and the property is either reinfected or the initial treatment is ineffective, Tenant agrees to pay all costs of all subsequent treatments, as well as the cost of treatments.
6. Landlord, Landlord's employees, subcontractors, officers, or directors are not liable to Tenant for any damages caused by pests, including but not limited to, replacement of furniture, medications, or medical expenses. Landlord, Landlord's employees, subcontractors, officers, or directors are not responsible for any damage done to the Premises, or to Tenant's personal items during pest control inspections or treatments.

7. Tenant acknowledges that Landlord's adoption of this Addendum, and the efforts to provide a pest free environment, does not in any way change the standard of care that Landlord owes Tenant under the lease.
8. Tenant further acknowledges that Landlord does not guaranty or warranty a pest free environment. Tenant acknowledges and understands that Landlord's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on Tenant's voluntary compliance and cooperation.
9. Tenant acknowledges that used or second-hand furniture is the primary way that bed bugs and roaches are spread. Tenant agrees to carefully inspect any used or second-hand furniture, especially bedding, acquired by or purchased by Tenant that is brought into the Premises. Tenant agrees not to acquire or bring into the Premises any used or second-hand furniture removed from the garbage. Tenant acknowledges that sharing vacuum cleaners, etc. is another highly possible way to spread bed bugs and roaches.

In case of any conflict between the provisions of the Lease and this Pest Control Lease Addendum, the provisions of this Lease Addendum shall govern.

Tenant:

Patrick L Apodaca
Patrick L Apodaca (Feb 4, 2019)

signature

Date: Feb 4, 2019

Elisha A. Garcia
Elisha A. Garcia (Feb 4, 2019)

signature

Date: ~~Feb 4, 2019~~

Landlord:

J & D Property Management, LLC (Feb 4, 2019)
signature
Member

Date: _____

J & D Property Management, LLC



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

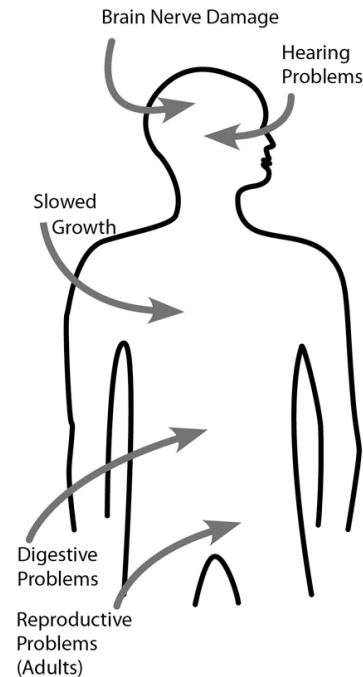
Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.



Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)

Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).












LEASE 2019

Final Audit Report

2019-02-05

Created:	2019-02-05
By:	J & D Property Management, LLC (janddpropertymanagementllc1@GMAIL.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX2PpYs01cOhrA2wasRkEtlvGz_5JBsj

"LEASE 2019" History

-  Document created by J & D Property Management, LLC (janddpropertymanagementllc1@GMAIL.COM)
2019-02-05 - 1:35:12 AM GMT- IP address: 73.95.143.53
-  Document emailed to Patrick L Apodaca (shylodrive@gmail.com) for signature
2019-02-05 - 1:44:14 AM GMT
-  Document viewed by Patrick L Apodaca (shylodrive@gmail.com)
2019-02-05 - 1:52:48 AM GMT- IP address: 66.249.80.51
-  Document e-signed by Patrick L Apodaca (shylodrive@gmail.com)
Signature Date: 2019-02-05 - 2:16:13 AM GMT - Time Source: server- IP address: 74.51.210.66
-  Document emailed to Elisha A. Garcia (mrspatrickapodaca@gmail.com) for signature
2019-02-05 - 2:16:14 AM GMT
-  Document viewed by Elisha A. Garcia (mrspatrickapodaca@gmail.com)
2019-02-05 - 2:16:57 AM GMT- IP address: 64.233.172.147
-  Document e-signed by Elisha A. Garcia (mrspatrickapodaca@gmail.com)
Signature Date: 2019-02-05 - 2:18:27 AM GMT - Time Source: server- IP address: 74.51.210.66
-  Document emailed to J & D Property Management, LLC (janddpropertymanagementllc1@GMAIL.COM) for signature
2019-02-05 - 2:18:28 AM GMT
-  Document viewed by J & D Property Management, LLC (janddpropertymanagementllc1@GMAIL.COM)
2019-02-05 - 2:39:42 AM GMT- IP address: 73.95.132.130
-  Document e-signed by J & D Property Management, LLC (janddpropertymanagementllc1@GMAIL.COM)
Signature Date: 2019-02-05 - 3:48:22 AM GMT - Time Source: server- IP address: 73.95.143.53
-  Signed document emailed to Elisha A. Garcia (mrspatrickapodaca@gmail.com), J & D Property Management, LLC (janddpropertymanagementllc1@GMAIL.COM) and Patrick L Apodaca (shylodrive@gmail.com)
2019-02-05 - 3:48:22 AM GMT