

Short Term Residential House Lease

State of Colorado, County of El Paso

BY THIS AGREEMENT made and entered into on <today's date> between Stockton May Holdings LLC., herein referred to as Lessor, and <guest name>, herein referred to as Lessee.

Home Address: _____
City/State/Zipcode: _____

Lessor leases to Lessee the premises situated at <Address> in the City of Colorado Springs, County of El Paso, State of Colorado, together with all appurtenances, for a term of <n nights or months>, to commence on <check in date> at 3:00 PM, and to end on <check out date>, at 10:00 AM.

1. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of <Amount> Dollars (\$<Amount>) plus any reservation site service fees, in advance by major credit card or Paypal. No deductions to rent due are to be made whatsoever unless written permission has been given by Lessor. Late fees, if any, are due on the following period's rent due date.

2. Form of Payment. Lessee agrees to pay rent each period, in advance, by major credit card or PayPal to Stockton May Holdings LLC (888)876-5982.

All payments received will be applied to the oldest outstanding late and other charges first, then towards the rent due. Monthly interest of **18%** will be applied towards any unpaid late fees and other charges after 30 days. Any unpaid bills over 14 days old will be sent to a collection agency and can cause termination of the lease at Management's discretion.

3. Late Payments. For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of **Fifty Dollars (\$50)**. A notice of non payment will be served to Lessee if rent payment is not received by the 4th day late, regardless of fault of Lessee or the US Post Office. Notwithstanding the foregoing, the lease will be deemed materially and incurably breached and terminated if the rent and all other fees are not paid by the **fifteenth day** after the due date of any period for which rent is due, as established in section 1. Open and work in process service requests are not a valid reason to dismiss late charges.

4. Security Deposit. On execution of this lease, Lessee deposits with Lessor **Two Hundred Fifty Dollars (\$250) Held by service used to make reservation**, receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof. Deposit will be refunded without interest within **30 days** of last known occupancy by the Lessor, **if the house, furnishings, walls, carpets, appliances, interior, yard and sprinkler system are left as clean and free from damage and any changes to property have been put back to original condition as provided per Colorado Law.** In the event that the tenant fails to pay rent for the initial term or terminates this

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lease without the required notice, the Lessor may apply the deposit to any rent or damages payable under this lease. In addition, the Lessor has the right to enforce payment for the remainder of the lease if Lessee breaches or terminates this lease. **Security deposit is not to be used in lieu of last period's rent payment** upon expiration or termination of lease.

5. Cancellation: \$50 administrative fee will be charged. Reservation site will determine whether their portion of the fee is refundable. More than 60 days before check in will receive full refund of Lessor's portion of rental. Within 60 days of check in, Lessor will attempt re-lease rental. Any days re-leased will be credited for refund.

6. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

Lessee will hold Lessor harmless from all fires, penalties and costs for violations or noncompliance by Lessee with any of said laws, requirements or regulations and from all liability arising out of any such violations or noncompliance. Lessee will not use premises for any purpose deemed hazardous by insurance companies carrying insurance thereon

If any damage to the property shall be caused by Lessee's acts or neglect, the Lessor may, at his option, make sure repairs and charge the cost thereof to the Lessee, and the Lessee shall immediately reimburse the Lessor for the total cost of such damages.

Lessee will permit Lessor, or his agent, or any representative of any holder of a mortgage on the property, or when authorized by Lessee, the employees of any contractor, utility company, municipal agency or others, to enter the premises for the purpose of making reasonable inspections and repairs and replacements.

To permit Lessor or his agents to bring unlawful detainer and any other appropriate legal action in the event of a breach or threatened breach by the Lessee of any of the covenants or provisions of this lease.

In case either party has given notice of termination of this tenancy, to show the premises to any prospective tenant, in the event Lessee does not cooperate with Lessor or prohibits Lessor from doing the above, then Lessee shall be responsible for any damages resulting from his actions.

8. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than 6 persons, otherwise additional charges apply (**\$10 per additional person per day**).

9. Condition of Premises. Lessee stipulates that they will examine the demised premises upon arrival, including the grounds and all buildings and improvements, and that they are, at the

time of this lease, in good order, repair, and a safe, clean, and tenantable condition. Lessee will immediately notify Lessor if anything needs repair. The Lessee admits that at the end of occupancy the property is in as good condition as when received, reasonable wear and tear accepted.

Living in a Single Family Home

Your responsibilities

Useful Life

Interior and exterior paint should last 7 to 10 years. If you drag your hands along the walls or grab door jambs causing handprints that can't be cleaned, then you are responsible for the cost of paint. Painting currently costs up to **Four Hundred Dollars per room** for an average size room.

Carpet should last 10 years or more. If stained or damaged and less than 10 years old, you are responsible for replacement. Carpet currently runs about **Two Dollars per square foot** installed.

Windows, doors, light fixtures and plumbing fixtures should last 20-30 years.

You are responsible for frozen pipes due to insufficient heating of the home. You should keep your thermostat at a minimum of 60 degrees in the winter to prevent frozen pipes.

Reasonable Wear and Tear

Defined: Needs replacing or repair because it has been in use longer than it's normal life expectancy.

Nothing has a life span of less than 5 years, except light bulbs and furnace filters.

If all items are in good working order now, then all items should be in good working order in 5 years.

Repairs

You will be charged for the following kinds of repairs

Clogged sinks - From food that should have been placed in trash.

Clogged toilets - From flushing items other than human waste (pads, toys, paper towels, excess paper, clothing, cleaning products, bones, etc.). **Sewer line cleaning typically costs two hundred dollars (\$200) or more.**

Leaks - From shoving items under the sink and jarring pipes loose.

Faucets/ knobs - From using too much force, causing broken knobs and leaking faucets.

Broken windows, doors, glass, screens, or locks for any reason.

Holes/damage in walls.

10. Keys and remote controls. Lessee will be given 2 house key(s) to the premises. If all keys are not returned to Lessor following termination of lease, Lessee shall be charged **Five Dollars (\$5)** per key not returned. Lessee will be given 1 remote control for garage door. If all remote controls are not returned to Lessor following termination of lease, Lessee shall be charged **Fifty Dollars (\$50)** per remote control not returned.

11. Locks. Lessee agrees not to change locks on any door.

12. Lockout. If Lessee becomes locked out of the premises Lessee may hire private locksmith to regain entry at Lessee's sole expense or contact Management to regain entry to premises. Management will charge **Fifty Dollars (\$50)** between non holiday weekday hours of 10am to 4pm and **Seventy Five Dollars (\$75)** any other time (if available) to unlock door for resident. **Replacement keys are Five Dollars (\$5)** in addition to this charge.

13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner. **No more than 4 non commercial vehicles will be allowed and vehicles must be parked in garage, driveway or in front of home.**

14. Assignment and Subletting. Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

15. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises.

Lessee agrees not to place fixtures, signs or fences in or about the premises without the prior written permission of the Lessor. If such permission is obtained, Lessee agrees, upon termination of the lease, to remove any fixtures, signs or fences, at the option of the Lessor, without damage to the premises.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

17. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

18. Utilities. Lessor provides gas, electric, water, sewer, cable and internet services.

Lessor is not responsible for service interruption from the utility providers. Lessee agrees not to use utilities or equipment for any improper, illegal or unauthorized purpose.

19. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon. **Inspections will be scheduled by Stockton May Holdings LLC on a weekly or monthly basis to evaluate if any repairs need to be performed to premises to keep premises in good condition.**

20. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof.

Major and routine maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. **Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.**

Management warrants that the dwelling's sewage drains are in good working order. The drains will not accept things such as paper diapers, sanitary napkins, tampons, toys, wads of toilet paper, paper towels used as toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks or newspapers. Do not use toilet cleaning equipment which indicates it can be flushed down the toilet after use. You will be responsible for any stoppages after 5 days of occupancy unless it was caused by mechanical failure of the plumbing system. If your system becomes clogged after this date, you're responsible for notifying the management and the management will call a plumber of their choice to clear or repair the drain or toilet at resident's expense. Tenants agree to pay for clearing the drains of any and all stoppages except those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or act of God. No reimbursement will be made for plumbing charges not pre-approved by us.

After hours emergency repairs should be made by vendors on the Lessor's approved vendor list, which has been provided to the Lessee. Failure to use these vendors will result in reimbursement for said vendor's normal and reasonable after hours fees, not the actual fees charged by non-approved vendors. Reimbursement will only occur if repairs are not the result of Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. **Emergency repairs include major water leaks that will cause damage if not repaired immediately, heating failure during winter time and gas leaks. Always try to contact Lessor, if possible, before arranging an emergency repair.** All other repairs must be arranged by contacting Lessor during normal business hours.

Lessor shall not be held liable for any damage done to or loss of such personal property, or for damage of loss suffered by the business or occupation of the Lessee arising from any action or neglect of co-tenants or the employees of the Lessor or of other persons, or from bursting, overflowing, or leaking of water, sewer, or from the heating, or plumbing fixtures, or from electric wires, or from gases, or odors, or pests, or caused in any other manner whatsoever, except in

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the case of willful neglect on part of the Lessor.

21. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. **Lessor's insurance does not cover Lessee's possessions or Lessee's negligence.** Lessee may obtain a Lessee's insurance policy, at Lessee's expense, to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

22. Pets. Pets shall not be allowed. Any pets kept on premises without written permission from Lessor shall be a complete and material breach of this lease. **Cleaning fee is and additional \$600 minimum if a pet is kept in property.**

23. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

24. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances. Lessee agrees to execute any such instrument without costs, which subordination of this Agreement to any such mortgage or mortgages, assigned and legal representatives to the option of cancelling this Agreement without incurring any expense or damage and the term hereby granted is expressly limited accordingly.

25. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new weekly tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 7 days' written notice served by either Lessor or Lessee on the other party.

26. Notice of Intent to Vacate. [This paragraph applies only when this Agreement is or has become a holdover Agreement.] Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 7 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

27. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

28. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 14 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

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If the Lessee defaults in making any payment required by this agreement, and the Lessor had obtained the service of any attorney with respect to the collection thereof, the Lessee covenants and agrees to pay the Lessor any costs or fees involved, including reasonable attorney's fees, notwithstanding the fact that a suite has not yet been instituted, and if a suite is instituted, the Lessee shall also pay the costs of the suit.

29. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

30. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

31. Radon Gas Disclosure. As required by law, (Landlord) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

32. Lead Paint Disclosure. "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, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

33. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

34. Other Terms: Lessee must follow the CC&R's of the community and has been provided a copy of the rules, if applicable. Lessee is responsible for any fees arising from violations of these covenants.

In the event that Lessee is vacating the property all of the Lessee's personal possession items are required to be removed from the property at the time of vacating said property. This is demanded whether the tenant is vacating due to expiration of lease or non-renewal of lease. If Lessee is being evicted, the Lessee and Lessee's personal possessions shall be removed, by the Lessee, the same day or date designated by the courts upon direction of date eviction & vacating. If any items are left behind by the Lessee the Lessee will be charged for any and all costs and expenses incurred to clean up items, remove, transport, store or disposal items as needed to allow for property availability for immediate rental.

Failure of the Lessor to insist upon the strict performance of the terms, covenants, agreements, and conditions herein contained, or any of them shall not constitute or be construed as a waiver or relinquishment of the Lessor's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

If any portion of this lease is proved unenforceable in a court of law, the remainder of the lease remains in full effect.

All rights given to Lessor by this Lease shall be cumulative to any other laws that might exist or come into being. Any exercise or failure to exercise by Lessor of any right shall not act as a waiver of any other rights. No statement or promise of Lessor or his agent as to tenancy, repairs, alterations, or other terms and conditions shall be binding unless reduced to writing and signed by Lessor.

Lessor has the right to sell property, as they are in the business of buying and selling rental properties. This will not alter the terms of the lease. Lessee will be notified at least 30 days in advance of any such sale.

The Lessee acknowledges and agrees that they have not relied upon any statements, representation, agreements, or warranties except as are expressed in this lease.

35. Obligations of Persons Under This Lease: If more than one person signs this Lease, each person is fully and personally obligated to keep all of the promises made in this Lease, including the promise to pay the full amount owed. The Lease Holder may enforce its rights under this Lease against each person individually or against all tenants. This means that any one of us may be required to pay all of the amounts owed under this Lease.

36. Pest control: Prior to move-in, management has had each home treated for pest control. After 5 days of tenancy, the resident is responsible for any pest control treatments (including bedbugs).

Resident(s) acknowledge that Management has inspected the property and is not aware of any bedbug or other pest infestation. Resident(s) claim that all furnishings and personal properties that will be moved into the premises are free of bedbugs and other pests. Resident(s) hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities:

- Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and personal belongings for signs of bedbugs before re-entering your rental property. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.

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- Resident shall report any problems immediately to Management. Even a few bedbugs can rapidly multiply to create a major infestation that can spread.
- Resident shall cooperate with pest control efforts. If your rental property is infested, a pest management professional may be called to eradicate the problem. Your rental property must be properly prepared for treatment. Resident must comply with recommendations and requests from the pest control specialist prior to professional treatment including but not limited to:

Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.

Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.

Empty dressers, night stands and closets. Remove all items from floors; Bag all clothing, shoes, toys, etc.

Bag and seal washable and non-washable items separately. Bags must be disposed of properly.

Vacuum all floors, including closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.

Wash all machine-washable bedding, drapes and clothing etc. on the hottest water temperature setting and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bedbugs. Discard any items that cannot be decontaminated.

Move furniture toward center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.

- Resident agrees to indemnify and hold Management/Owner/Agent harmless from any actions, claims, losses, damages and expenses including but not limited to attorney's fees that Management/Owner/Agent may incur as a result of the negligence of the Resident(s) or any guest occupying or using the premises.
- It is acknowledged that Management/Owner/Agent shall not be liable for any loss of personal property to the Resident, as a result of an infestation of bedbugs or other pests. Resident(s) agree to have personal property insurance to cover such losses.

37. No Smoking: Smoking is not permitted in the furnished rental, including the garage. If you wish to smoke please do so outside the home and clean up cigarette butts prior to check out. Marijuana smoke is not allowed in the vacation rental and you may not grow marijuana plants in the vacation rental.

38. Managed properties: Properties are managed by Lessor. If property owners sell property, terminate contracts with Lessor, property is damaged by previous guests or other reasons, Lessor will offer other properties to Lessee, when available, or cancel reservation and refund rental if requested by Lessee. Liability is limited to reservation paid for property. If property is no

longer managed by Lessor and Lessee keeps reservation with the new owner/property manager, Lessee agrees that they will not leave reviews for Lessor since they are no longer the property manager.

39. Binding Arbitration: In the event of a disagreement, both the lessee and lessor agree to binding arbitration, in the county of El Paso, state of Colorado and waive their right to a jury trial.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessor: Robert C Lathrop Stockton May Holdings LLC

Lessee: _____

Lessee: _____

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

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