

ZIEDINS REAL ESTATE COMPANY

8547 E. Arapahoe Rd. #J-582
Greenwood Village, CO 80112
ph (303) 663-1736 fax (303) 663-1738

AGENCY DISCLOSURE

Ziedins Real Estate Company is acting as an Owner's Agent. An Owner's Agent acts solely on behalf of the Owner and has fiduciary duties to the Owner, which include reasonable care, undivided loyalty, confidentiality and full disclosure. An Owner's Agent often works with Tenants, but does not represent the Tenants. By signing this lease, I acknowledge that I have read and understand the information above and that this was given to me at the time the real estate licensee began providing specific assistance in leasing real estate.

RESIDENTIAL LEASE AGREEMENT

This agreement made this **Tuesday, July 03, 2007**, by and between Ziedins Real Estate Company, as agent for Owner, hereinafter referred to as "Landlord/agent", and ___ hereinafter referred to as "Resident(s)", whether one or more. It is agreed that each and all of the Resident(s) will be jointly and severally liable for all obligations herein.

1. DESCRIPTION OF PREMISES AND TERM: Landlord/agent hereby leases to Resident(s), and Resident(s) hereby rent from Landlord/agent property know as Lot(s) numbered ___ in Block numbered ___, in ___ Addition/Subdivision, in , in the Said County of ___ and State of Colorado, known and numbered as ___, for a term of 12 months commencing on the first(1) day of ___, **20**, and ending on the ___ day of ___, **20**. Thereafter lease is month to month and may be terminated by either party upon 30 days written notice. The Landlord/agent shall reserve the right to increase the rent upon a 30-day notice, effective at the end of the term of the lease.

2. RENT: Resident(s) agrees to pay Landlord/agent the gross rental amount of \$___ for rent for the full term foresaid, in equal consecutive monthly payments of \$___ (total), computed as \$___ (rent) and \$___ (pet fees). Landlord/agent acknowledges receipt of \$___ as a full month's payment at the commencement of this lease. Pro-rated rent, from the commencement date of this lease to the first full month of this lease, consisting of ___ days, is \$___ and is due the 1st day of the month directly following the commencement of this lease. Total Rent will increase to \$___ per month on 1, 20

Rent is to be made payable to Ziedins Real Estate Company, at 8547 E. Arapahoe Rd. #J-582 Greenwood Village, CO 80112, or at such other places as may be designated by Landlord/agent.

3. PRORATION: All prorations made during the term of this tenancy shall be made on the basis of a thirty (30) day month.

4. LATE AND RETURNED CHECK CHARGES: Resident(s) agrees that if the total monthly rent is not received by the third (**3rd**) day of any month, there will be a **\$60** late charge in addition to the full rent due. If rent is not received by the tenth (**10th**) day of any month, there will be a **\$120** late charge in addition to the full rent due. If a check is returned by Resident(s)' bank for any reason, there will also be a **\$60**. Returned Check Charge in addition to the full rent and late charge due. (**Resident(s) must initial.**)

5. INSUFFICIENT FUNDS CHECKS: Resident(s) is aware that Landlord/agent will accept personal checks for lease payments as an accommodation to the Resident(s); however, Resident(s) agrees that Landlord/agent has the right to require payment by cashier's check or money order in cases of lease payments made more than 5 days past the due date. Resident(s) also agrees that in the event of an insufficient funds check, all future rent payments must be made by cashier's check or money order.

6. USE: Resident(s) agrees that the Property is to be used and occupied by the Resident(s) and members of Resident(s)' family, consisting of ___ adults and ___ child(ren), as a private dwelling and for no other purpose. Occupancy by guests staying over 14 days will be in violation of this provision.

7. SECURITY DEPOSIT:

A. Resident(s) agrees to pay the sum of \$___ as Security Deposit and \$___ as Pet Deposit for a total of \$___ as security against the breach by Resident(s) of any of the covenants and agreements contained herein, including without limitation: damage to the premises of which the Property is a part, fixtures, appliances, and carpet; abandonment of the premises, nonpayment of rent, late charges, insufficient check charges, attorney's fees, and any other expenses

I have read, understood, and agreed
to all the terms listed on this page. (Initial) _____

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occurred. Resident(s) shall clean and restore Property to its condition at Resident(s)' commencement of this tenancy (less normal wear and tear).

Resident(s) shall not have the right to apply the Security Deposit in payment of the last month's rent, unless prior written consent has been given by the Landlord/agent.

If Resident(s) defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of Rent, Landlord/agent may (but shall not be required to) use, apply or retain all or any part of this Security Deposit for the payment of Rent or any other sum in default, or for the payment of any amount which Landlord/agent may spend or become obligated to spend by reason of Resident(s)' default or to compensate Landlord/agent for any other loss or damage which Landlord/agent may suffer by reason of Resident(s)' default. If any portion of said deposit is so used or applied, Resident(s) shall, within ten (10) days after written demand therefore, deposit cash with Landlord/agent in amount sufficient to restore the Security Deposit to its original amount, and Resident(s)' failure to do so shall be deemed a material breach of this Lease.

B. Resident(s) and Landlord/agent agree that within **sixty (60) days** after termination of this Lease Agreement or surrender and acceptance of the premises, whichever occurs last. Landlord/agent shall provide Resident(s)' at Resident(s) last know address with a written statement listing the reasons for any and all charges against the security deposit, and refund the balance of the security deposit (if any) therewith. (**Resident(s) must initial.**)

The security deposit shall be returned to Resident(s) only after each and all of the following conditions have been met:

1. The full lease term must have expired or been terminated without default by Resident(s), and Resident(s) must not have held over. "Holding Over" is defined as retaining possession of the premises after either party has given thirty (30) days' notice of termination.
2. Prior to date of termination or expiration, thirty (30) days' written notice to vacate must have been given by Resident(s) to Landlord/agent.
3. There are no unpaid charges, damages, or rental due by Resident(s) hereunder.
4. The Property, including designated kitchen appliances, have been cleaned thoroughly, in accordance with Landlord/agents' written Move-Out Policy. If Resident(s) fails to clean in accordance with the written Move-Out Policy, the stated charges to complete such cleaning shall be deducted.
5. After inspection by Landlord/agent of the Move-In and Move-Out Inspection Report, appropriate charges will be deducted for any unpaid damages or repairs to the premises or its contents (beyond reasonable wear and tear), including but not limited to: insufficient and missing light bulbs; stickers, scratches, burns or holes, etc., on the walls, doors, floors, draperies, carpets, and/or furniture etc.

C. The security deposit or other like amount received by Landlord/agent from Resident(s) pursuant to this Lease Agreement will be held and disbursed subject to the terms of this Lease Agreement and law. In the event Owner appoints his agent, broker or manager to hold and disburse said funds, Resident(s) hereby consents to such appointment. In the event of a sale of the premises by Owner, upon Landlord/agent's compliance with the applicable law, Resident(s) will look solely to the successor Owner, or said Owners agent, broker or manager, as the case may be, for satisfaction of all claims relating to said security deposit, and shall not look to original Landlord/agent.

All parties to this agreement acknowledge that the security deposit will be held by the property Owner, or in a trust account, while the lease is in force. The Owner of the property is solely responsible for the return of the security deposit.

In the event of a notice of dispute from the Resident(s) over ownership of the deposit, the Landlord/agent shall not wrongfully withhold the Owner's true name and current mailing address.

In the event there is a change in the management company the Resident(s) authorizes the Landlord/agent to transfer any security deposit placed in the Owner's trust account to a succeeding property manager or Owner, with timely notice by mail to the Resident(s). Owner shall not be required to keep this Security Deposit separate from its general funds and Resident(s) shall not be entitled to interest on said deposit.

8. NOTICE TO QUIT AND HOLDOVER/VACATE: RESIDENT(S) AGREES, AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE TERM HEREOF, TO GIVE WRITTEN NOTICE TO LANDLORD/AGENT OF THE INTENTION TO VACATE THE SUBJECT PROPERTY AT THE END OF THE TERM OF THE LEASE, AND IF SUCH NOTICE IS NOT TIMELY GIVEN, THE RESIDENT(S) SHALL BE LIABLE FOR AND AGREES TO PAY TO THE AGENT, THE RENT DUE FOR THE FOLLOWING MONTH IF THE SUBJECT PROPERTY IS NOT RE-RENTED. In the event that the Resident(s) holds over the property after the term of the Lease Agreement, the same shall be deemed to be month-to-month residency, at the increased rental rate, with all other provisions of the Lease Agreement, including the provision requiring at least thirty (30) days notice of Resident(s)' intention to vacate upon the expiration of the lease term, shall remain in full force and effect. Resident(s) understands that notices tendered after the first of any month shall not be

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effective to terminate this Lease Agreement until the last day of the following month (example: notice received on June 3 will not terminate lease until July 31). (**Resident(s) must initial.**)

9. UTILITIES: Resident(s), in addition to the rent herein, will pay for their own electricity, gas, water, sewer, trash and other utilities. Resident(s) shall not allow electricity, gas or water to be disconnected by any means (including nonpayment of bill).

10. LIABILITY: Landlord/agent, Owner and Resident(s) further agree that Landlord/agent and/or Owner will not be liable for any damages or losses to person or property caused by other Resident(s), or persons theft, burglary, assault, vandalism, or other crimes. Landlord/agent and/or Owner shall not be liable for personal injury or for damage to or loss of Resident(s)' personal property (furniture, jewelry, clothing, etc.) from fire, flood, earthquakes, water leaks, rain, hail, ice, snow, smoke, explosions, interruption of utilities, or acts of God unless same is due to negligence of Landlord/agent. Landlord/agent strongly recommends that Resident(s) secure his own property and liability insurance to protect against all of the above events or losses occasioned during the term hereof. Resident(s) has inspected existing locks and latches and agrees they are safe and acceptable, subject to Landlord/agent's duty to make needed repairs of same upon written request of Resident(s). Landlord/agent shall have no duty to furnish alarms of any kind, security guards, or additional locks and latches. (**Resident(s) must initial.**)

11. DAMAGE: Resident(s) agrees to reimburse Landlord/agent upon being billed for damages to the property which may occur by reason of Resident(s) negligence or the negligence of any member of Resident(s) family, employees, invitee(s), guest(s) and or others, and all damages caused by any animals thereof.

12. ALTERATIONS: Resident(s) agree to do no painting or other decorating on the Property or make any alterations, changes or additions to fixtures, locks or wiring, without prior written consent of Landlord/agent.

13. ASSIGNMENT: Resident(s) shall not assign this Agreement or sublet the Property or any part thereof, and shall not allow any person to occupy the same other than persons to whom the Property is rented under this Agreement.

14. ACCESS: Resident(s) shall allow Landlord/agent access at all reasonable times to the Property for purpose of inspection, or to show the Property to prospective residents, purchasers, mortgagees of the Property, or to any other person having a legitimate interest herein, or to make necessary repairs or improvements. Landlord/agent shall, whenever practical, give Resident(s) 24 hours notice prior to entering the Property. Resident(s) agrees that in case of emergency or apparent abandonment, Landlord/agent may enter the Property without the consent of Resident(s).

15. FAILURE TO GIVE POSSESSION: If due to causes beyond its control, including, but not limited to the non-completion of improvement or the holding over of a previous resident(s), the Landlord/agent is unable to give possession of the premises to the Resident(s) on the date specified herein, the Landlord/agent shall not be subject to any liability for said failure to give possession, nor shall this agreement be void or voidable. Under such circumstances, the rent reserved and agreed to be paid shall not commence until such date on which the Resident(s) is notified that the premises are available for occupancy. As of the date of said notice, the term of this Agreement shall be conclusively deemed to have commenced. Nothing herein shall be construed to modify any term or condition of this Lease Agreement, other than the date of commencement hereof. Resident(s) hereby waives any and all claims for damages due to delays in occupancy caused by circumstances beyond Landlord/agent's control.

16. DESTRUCTION-FIRE OR OTHER CAUSE: If the Property shall be partially damaged by fire or other cause without the fault or neglect of Resident(s), Resident(s)' servants, employees, visitors, or agents, the damages shall be repaired by and at the expense of Landlord/agent, and the rent until such be made shall be apportioned according to the part of the Property which is usable by Resident(s). No penalties shall accrue for reasonable delay which may arise beyond Landlord/agent's control but if the Property is totally damaged or is rendered wholly untenable by fire or other cause, and Landlord/agent shall decide to demolish it or to rebuild it, then, or in any of such event, Landlord/agent may within ninety (90) days after such fire or other cause give Resident(s) notice in writing of such decision, and thereupon the term of this Lease Agreement shall expire by lapse of time upon the third day after such notice is given, and Resident(s) shall vacate the Property and surrender the same to Landlord/agent.

17. EMINENT DOMAIN: If the whole or any part of the demised premises shall be taken or condemned by any competent authority, then, and in that event, the term of this Lease Agreement shall cease and terminate from the date when possession of the part so taken shall be required for such use or purpose and without apportionment of the award. The current rental, however, shall in any such case, be apportioned to the date of said required possession. It is further agreed that anything which in any manner affects pedestrian or vehicular traffic shall in no way affect the within Lease

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Agreement, or entitle the Resident(s) to any reduction, rebate, allowance, or any adjustment of rental or otherwise, under the within Lease Agreement.

18. ATTORNEY'S FEES: It is hereby agreed between the parties that in the event either party incurs Court costs and attorney's fees by reason of any default or breach by the other party, the prevailing party in any such Court action shall be entitled to reasonable attorney's fees and Court costs from the other.

19. SEVERABILITY: The construction, validity and effect of this Agreement shall be governed by the laws of the State of Colorado. Any provision of this Agreement prohibited by such laws shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

20. DISORDERLY CONDUCT: Resident(s) agrees not to permit or suffer any disorderly conduct, noise, vibration, odors or other nuisance whatever about the premises, having a tendency to annoy or disturb any persons occupying adjacent premises, and to use no machinery or other apparatus which would damage the premises or annoy other Resident(s).

21. ORDINANCES AND STATUTES: Resident(s) shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, of this may hereafter be in force pertaining to the use of the premises.

Resident(s) are responsible for complying with ordinances regarding businesses from the home, including day care, etc., and any ordinances regarding pets e.g. pot bellied pigs, snakes, and the number of pets allowed etc., and vehicle (trailer, automobile, RV) zoning and ordinances.

22. PETS: No animal of any kind shall be kept or harbored unless the same in each instance is expressly permitted in writing by the Landlord/agent, and such consent, if given shall be revocable by the Landlord/agent at any time. If pets are found on the property, the standard pet fee and a pet deposit will be assessed per pet. This includes pets for pet sitting, unless prior written permission from the Landlord/agent is given.

23. MOTOR VEHICLES: Resident(s) and Landlord/agent agree that any abandoned, unlicensed, derelict, and/or inoperable vehicles parked on the premises may be towed off the premises by the Landlord/agent at the vehicle owner's expense after giving written notice indicating the Landlord/agent's intent to tow said vehicle. Resident(s) further agrees that the storage of any trailer, camper, boat or any other similar recreational item or vehicle on the premises, shall be the responsibility of the Resident(s) in complying with the zoning codes and ordinances.

24. MONIES FROM RESIDENT(S): It is further agreed between the parties that any monies received by the Landlord/agent from the Resident(s) shall be first applied to any and all charges due other than rent and the balance of any monies received shall be applied toward rent due.

25. MAINTENANCE: Resident(s) agrees to assume responsibility for the following maintenance items: 1) Replacement of light bulbs. 2) Repair of screens and windows if damaged by Resident(s). (3) Spraying for pests (ants, cockroaches, spiders, wasps, etc.). 4) Fire detectors, Smoke Detectors, Carbon Monoxide Detectors, or any other detectors if already located on premises (Ziedins Real Estate Co does not install such devices). Resident(s) acknowledges that the premises are in good order and repair, unless other wise indicated herein. Resident(s) shall at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, etc., therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. The Resident(s) shall be responsible for damages caused by Resident(s) negligence and that of Resident(s) family, employees, invitees, guests or others. The Resident(s) shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Landlord/agent. (_____ Resident(s) must initial.)

26. YARD CARE: Resident(s) agrees to properly water/irrigate and maintain any surrounding grounds, including lawns, grass, trees, shrubs, and other ornamental plants in yard. It is also agreed that Resident(s) will keep sidewalks in front of and around said premises free from ice, snow, dirt, debris, litter, or obstructions. The following yard maintenance items: Mowing grass, pulling weeds, trimming bushes or shrubs, spraying for yard pests (worms, spiders, ants, etc.), fertilization and aeration of lawn, are the responsibility of Resident(s). (_____ Resident(s) must initial.)

27. ACCEPTANCE AND SURRENDER OF PREMISES: Resident(s) accepts said premises and appliances as listed on the Move-In, Move-Out Inspection Report as is, and as being in good and sanitary condition and repair and agrees as the termination of this Rental Agreement to peaceably surrender same to Landlord/agent in a clean and satisfactory condition. Resident(s) has inspected the premises, including but not limited to the windows, doors, plumbing facilities, hot and cold water supply, heating facilities, electrical lighting, yard and appurtenances and accepts the same "as is" and

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acknowledges that the same are in good condition and/or repair, unless noted to the contrary in the Move-In Move-Out Inspection Report. Resident(s) shall, upon vacating, deliver all keys for the demised premises to Landlord/agent, or remain liable for the payment of rent until said delivery is made.

28. **DEFAULT:** If Resident(s) shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in a manner required by the law (**\$60** processing and posting fee will be charged to Resident(s)), the Landlord/agent, at the Landlord/agent's option, may terminate all rights of Resident(s) hereunder, unless Resident(s), within said time shall cure such default. If Resident(s) abandons or vacates the property, while in default of the payment of rent, Landlord/agent may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Landlord/agent reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of Landlord/agent for payment of all sums due hereunder, to the maximum extent allowed by law.

In the event it becomes necessary for the Landlord/agent to serve an eviction notice, either because of nonpayment of rent, or failure of Resident(s) to abide by this lease or the published rules and regulations, Landlord/agent may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it comes due, or (b) at any time, terminate all of Resident(s) rights hereunder and recover from Resident(s) all damages Landlord/agent may incur by reason of the breach of the lease, including the cost of recovering the premises, it is understood by all parties to this lease that Resident(s) shall be responsible for the balance of the lease period, less any monies collected through the re-renting of the property to others. Landlord/agent may determine how payments by Resident(s) are applied to obligations of the Lease Agreement, i.e. cost and expense of re-renting, rent, utilities, late charges, attorney's fees, and cost of collection. (_____ Resident(s) must initial.)

29. **WAIVER:** No failure of Landlord/agent to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord/agent's right to the full amount thereof.

30. **NOTICES:** Any notice which either party may or is required to give, may be given by mailing the same, postage paid, to Resident(s) at the premises, or to Landlord/agent at the address shown above or at such other places as may be designated by the parties from time to time.

31. **GENERAL PROVISIONS:** This Agreement, together with any written agreement executed simultaneously herewith, contains the entire Agreement between the parties and shall not be changed, modified, or discharged in whole or in part except by an agreement in writing signed by Landlord/agent and by Resident(s). THERE ARE NO ORAL UNDERSTANDINGS, terms or conditions, and neither party has relied upon any representations, express or implied, not contained in this Agreement or in written agreement, if any, executed simultaneously therewith.

32. **JOINT AND SEVERAL LIABILITY:** It is understood and agreed that each party signing this Lease Agreement is liable for the full amount of any and all financial obligations herein and is further agreed that each and all of the signers herein are jointly and severally liable for any and all financial obligations.

33. **ABANDONMENT-** (_____ Resident(s) must initial.) Resident covenants to occupy the Premises and shall Tenant and Landlord agree as follows: be in default if Resident does not occupy the Premises on a regular, continuing, and consistent basis unless otherwise agreed to by Agent in writing. Resident shall have abandoned or surrendered the Premises if Resident turns in all keys or access devices regardless of whether rent is paid or not. Resident shall have abandoned or surrendered the Premises if any of the following events occur and if Resident's personal belongings have been substantially removed, and Resident does not appear to be living in the Premises in Agent's reasonable judgment: Resident's move out or notice to vacate date has passed; Resident is in default for non-payment of rent for 5 consecutive days; water, gas, electric, or any other service for the Premises connected in Resident's name has been terminated or disconnected; Agent is in the process of judicially evicting Resident for any reason; and Resident fails to respond for 2 consecutive days to any notice posted on the inside of the main entry door to the Premises stating that Agent considers Resident to have abandoned. Resident also abandons or surrenders the Premises 10 days after the death of a sole resident. (_____ Resident(s) must initial.) If Resident abandons the Premises or vacates the Premises upon the expiration or termination of this Lease while leaving personal property within the Premises, Resident specifically and irrevocably waives all title and interest Resident has to such property and grants to Agent full authority to immediately dispose of same without notice, court order, or accountability. Resident shall indemnify Agent, Agent's employees and representatives against any claim or cost for any damages or expense with regard to the removal, disposal or storage of any property, including attorneys' fees and costs regardless of who makes a claim against Agent or any other indemnified in connection with Agent's removal of any property. (_____ Resident(s) must initial.)

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RULES AND REGULATIONS

Resident(s) shall comply with the Rules and Regulations stated below and any additional rules applicable to this Property and its property of which it is a part which Landlord/agent may deem necessary and which are publicly posted as provided by law.

- 1. NO ANIMAL OR PETS OF ANY KIND SHALL BE KEPT OR HARBORED IN OR ABOUT THE DWELLING OR THE SURROUNDING PREMISE OF WHICH IT IS A PART WITHOUT PRIOR WRITTEN PERMISSION OF LANDLORD/AGENT.
2. No wires, aerials, satellite dishes, antennas for radio or television, wires, ropes, etc., for clothes drying, etc., shall be installed on the roof, decks or other parts of the property without prior written permission of Landlord/agent.
3. All leaking faucets, toilets, windows, fireplaces and/or defect or potential defects in the Dwelling or appliances not in good working order shall be reported promptly to Landlord/agent. Resident(s) will be charged for damage resulting from negligence in reporting or repairing defects in the property.
4. No attachments or renovations to the permanent structure, such as blinds, curtain rods, drywall, flooring, etc., are to be made without prior written permission of the Landlord/agent. And any attachments or renovations made or done will become a part of the property, and are not to be removed.
5. Only picture hooks shall be used (no stick-ons) to hang pictures mirrors and decorative items on the walls.
6. Hooks shall not be installed in the ceiling for any purpose, i.e. hanging plants or hanging lamps. Absolutely no holes may be made in the ceiling for any purpose.
7. No painting, staining or papering shall be done without the written permission of Landlord/agent.
8. No signs or placards shall be posted in or about the Property without written permission of Landlord/agent.
9. Toilets, sinks, garbage disposals, and wash basins are to be used only for the purposes which they were intended. No dust, rubbish, coffee grounds, potato skins, etc., are to be put into same. Resident(s) shall be charged for the unplugging of toilets or repairing of garbage disposal due to misuse.
10. Interior window coverings are not provided for the property.
11. Air conditioning/cooling systems, sprinkler systems and garage door openers are not provided or maintained by the Landlord/agent.
12. Minor repairs are the responsibility of Resident.

Resident(s) understands and agrees that the following forms are part of this Agreement:
Multiple Resident(s) Agreement; Pet Agreement; Move-In/Move-Out Inspection Report

Additional Provisions:___

IN WITNESS WHEREOF RESIDENT(S) HEREBY AGREES TO THE ABOVE TERMS AND CONDITIONS.

Landlord / Agent Resident Date
Date Resident Date
Resident Date
Resident / Co-Signer Date

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