

RENTER INFORMATION/APPLICATION

NAME: _____ AGE: _____

NAMES & AGES OF OTHERS IN HOUSE: _____

TELEPHONE #: _____ EMAIL/FAX/PAGER# _____

SOCIAL SECURITY #: _____ DRIVER'S LICENSE#: _____

PETS? YES OR NO IF SO, WHAT KIND: _____

SMOKER? YES OR NO ALCOHOL? YES OR NO

HIGHEST EDUCATION LEVEL/SCHOOL:

YEAR/TYPE/MAKE OF CAR(S):

HAVE YOU EVER FILED BANKRUPTCY?

CURRENT INFORMATION

CURRENT ADDRESS:

HOW LONG HAVE YOU LIVED HERE?:

LANDLORD NAME AND ADDRESS: _____

LANDLORD PHONE:

PAST RESIDENCE INFORMATION

2ND PRIOR ADDRESS: _____

LANDLORD NAME AND ADDRESS: _____

LANDLORD PHONE:

EMPLOYMENT INFORMATION

EMPLOYER: _____

EMPLOYER ADDRESS: _____ PHONE: _____

INCOME PER YEAR: \$ _____ HOW LONG?: _____

GENERAL QUESTIONS:

HOW LONG DO YOU ANTICIPATE LIVING IN THE PROPERTY? _____

WHY WOULD YOU BE A GOOD RENTER? _____

I GIVE MICHAEL M. NOYES THE AUTHORITY TO CHECK MY CREDIT REPORT OR ANY OF THE ABOVE REFERENCES TO VERIFY CREDIT STATUS.

PLEASE FAX THIS TO MR. NOYES AT 303-756-1234 ASAP

(SIGNATURES)

LEASE AGREEMENT

This lease is made and entered into on _____ 20__ by and between _____, hereinafter Lessee, and MICHAEL M. NOYES, hereinafter Lessor.

Lessor, for and in consideration of the Lease to be paid by Lessee and of the covenants and provisions to be kept and performed by Lessee under this lease, hereby leases to Lessee, and Lessee agrees to lease from Lessor, the following the real property commonly known as:

_____.

ARTICLE 1. ORIGINAL TERM

Section 1.01 This agreement shall be for a term of TWELVE MONTHS, commencing at 12:01 a.m. on AUGUST 1, 2005 and ending at 12:01 a.m. on JULY 31, 2006 ("Original Term") unless terminated earlier pursuant to the provisions of this agreement.

EXTENDED TERM

Section 1.02 If the Lessor agrees in writing, in the event Lessee is not then in default under this lease, Lessee shall have the option and right to extend the Original Term of this Lease for one year, commencing on expiration of the Original Term. LESSEE WILL NOT HAVE THE OPTION OF RENEWING FOR OTHER THAN A 12 MONTH PERIOD AS LESSOR DESIRES A LEASE TERMINATION DATE OF JULY 31, 2005. Lessee must give Lessor written notice of Lessee's election to extend at least **30 days** before termination of the Original Term. During the Extended Term of this lease, if any, Lessor and Lessee shall be bound by all of the obligations, covenants and agreement of this lease except that Lessee shall have no right to further extend the term of this lease beyond or after expiration of the one year as granted under this section. References throughout this lease to "the term of this lease" shall include both the original Term and the Extended Term, if any unless otherwise indicated. In the event Lessee holds over and continues in possession of the Premises after expiration of the Original Term or the Extended Term (when Lessee has not validly exercised its option to extend the term of the lease in accordance with this Section) Lessee's continued occupancy of the Premises shall be considered an automatic renewal of a one year term under this lease if the holdover is with the Lessor's written consent, and, if not, then the holdover will be deemed in violation of the law.

ARTICLE 2. LEASE MINIMUM LEASE & UTILITIES

Section 2.01 Lessee agrees to pay to Lessor a minimum monthly Lease payment for the occupancy of the Premises (the "Minimum Lease"). The amount of Minimum Lease payable for each month during the Original Term shall be \$1,700,00 and the amount of Minimum Lease payable for each month during the Extended Term, if any, shall be the same. The Minimum Lease shall be payable on the 1st day of each and every month commencing AUGUST 1 2005 ("the Lease Commencement Date"). Minimum Lease for partial calendar months occurring at the commencement and termination of the term of this lease shall be prorated accordingly.

Lessees shall consist of only those named in the lease. All others living at the property for more than an average of ten days per month over a two month period shall be charged an additional \$300 per month. Lessee agrees to pay a \$30 fine for each bad check written in connection with this lease that does not clear Lessor's account the first time. Lessee also agrees to pay \$15 per day as a late charge for any Lease not received by the Lessor by the 3rd of the month. Said penalties will come out of the security deposit if Lessor has notified lessee within 20 days of the occurrence in writing.

INITIALS _____

Lease payments shall be paid to the Lessor at:

1873 S. Bellaire St., #320
Denver, CO 80222-4347.

Section 2.02 A Security deposit in the form of a **cashier's check or money order** will be required in the amount of **\$1,500** and shall be paid at the inception of the lease and returned to the Lessee, or written accounting made thereof, listing the exact reasons for the retention of any portion of the deposit, within 25 days of the termination of the lease, or surrender and acceptance of the premises. **THE SECURITY DEPOSIT MAY NOT BE USED FOR THE LAST LEASE PAYMENT.**

Section 2.03 Lessee agrees to pay all cable, electricity, and gas utilities. Lessor agrees to pay all water bills. However, in the event that rationing or any similar measure takes place Lessee agrees to pay all parts of any bill that are deemed excess usage, penalty fines, or any other similar terminology.

**ARTICLE 3. ALTERATIONS AND REPAIRS
CONDITIONS OF PREMISES**

Section 3.01 Lessee accepts the Premises in their present condition after personal inspection by the Lessee and stipulates with Lessor that the Premises are in good, clean, safe and Lesseeable condition as of the date of this lease.

MAINTENANCE BY LESSOR

Section 3.02 Lessor shall, at is own cost and expense, maintain in good condition and repair the structural elements of the Building. For purposes of this section, "structural elements" shall mean the exterior roof, exterior walls (except show window glass), structural supports and foundation of the Building. Lessor shall not be liable for any damages to Lessee or the property of Lessee resulting from Lessor's failure to make any repairs required by this sections unless written notice of the need for those repairs have been given to Lessor by Lessee and Lessor has failed for a period of 30 days after receipt of the notice, unless prevented by causes not the fault of the Lessor, to make the needed repairs. Notwithstanding anything in this section to the contrary, Lessee shall promptly reimburse Lessor for the full cost of any repairs made pursuant to this section because of the negligence or other fault, other than normal and proper use, of Lessee. Lessor shall have the right to enter the Premises at all reasonable times for the purpose of inspecting the Premises or to make any repairs required to be made by the Lessor under this lease.

MAINTENANCE BY LESSEE

Section 3.03 Except as otherwise expressly provided in Section 3.02 of this lease, Lessee shall at its own cost and expense keep and maintain all portions of the Premises in good order and repair and in as safe and clean a condition as they were when received by Lessee from Lessor, reasonable wear and tear excepted. Lessee's obligation to repair shall specifically include necessary repairs to interior walls, floor coverings, ceilings, exterior walls, the interior and exterior portions of all doors, paved driveways and parking areas, and landscaping for the Premises.

ALTERATIONS

Section 3.04 Lessee shall not make or permit any other person to make any alterations to the Premises. Any and all alterations, additions, improvements and fixtures made or placed on the Premises by Lessee or any other person shall on the expiration or earlier termination of this lease, become the property of Lessor and remain on the Premises. Lessor shall have the option, on expiration or termination of lease, or requiring Lessee, at Lessee's sole cost and expense, to remove any or all such alterations additions, improvements, or fixtures from Premises.

INITIALS _____

SURRENDER OF PREMISES

Section 3.05 On expiration or earlier termination of this lease, Lessee shall promptly surrender and deliver the Premises to Lessor in as good condition as they are now at the date of this lease, excluding reasonable wear and tear, and repairs required to be made by Lessor under this lease.

ARTICLE 4. INDEMNITY AND INSURANCE HOLD HARMLESS

Lessee agrees to protect, indemnify and save Lessor harmless from and against any and all liability to third parties resulting from Lessee's occupation and use of the premises, specifically including, without limitation any claim, liability, loss or damage arising.

**ARTICLE 5. DEFAULT, ASSIGNMENT AND TERMINATION
RESTRICTION AGAINST SUBLETTING OR ASSIGNMENT**

Section 5.01 Lessee shall not encumber, assign or otherwise transfer this lease, any right or interest in this lease, or any right or interest in the Premises. Lessee shall not sublet the Premises or any part of the Premises or allow any other person to occupy the Premises or any part of the Premises without the written consent of the Lessor.

Section 5.02 The occurrence of any of the following constitute a material default and breach of this lease by Lessee:

- a) Any failure by Lessee to pay the Lease;
- b) The abandonment of the Premises by Lessee;
- c) The making by Lessee of any general assignment for the benefit of creditors; the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy.

TERMINATION OF LEASE AND RECOVERY OF DAMAGES

Section 5.03 In the event of any default by Lessee under this lease, Lessor shall have the right to terminate this lease and all rights of Lessee hereunder by giving written notice of the termination. Lessor may recover from Lessee:

- a) The worth at the time of award of any unpaid Lease that has been earned at the time of termination of the lease;
- b) The worth at the time of award of the amount by which the unpaid Lease that would have been earned after termination of the lease until the time of award exceeds the amount of Lease loss that Lessee proves could have been reasonably avoided; and
- c) The worth at the time of award of the amount by which the unpaid Lease for the balance of the term of this lease after the item of award exceeds the amount of Lease loss that Lessee proves could be reasonably avoided.

LESSOR'S RIGHT TO CONTINUE LEASE IN EFFECT

Section 5.04 If Lessee breaches this lease and abandons the Premises before the natural expiration of the term of this lease, Lessor may continue this lease in effect by not terminating Lessee's right to possession of the Premises, in which Lessor shall be entitled to enforce all its rights and remedies under this lease, including the right to recover the Lease specified in this lease as it become due under this lease.

INITIALS _____

No act of the Lessor shall be construed as an election to terminate this lease unless written notice of that intention is given to Lessee or unless the termination is decreed by a court of competent jurisdiction.

LESSOR'S RIGHT TO RELET

Section 5.05 In the event Lessee breaches this lease, Lessor may enter on and relet the Premises or any part of the Premises to a third party for any term at any Lease, and any other terms and conditions that Lessor in its sole discretion may deem advisable. Lessee shall be liable for all of Lessor's costs in reletting. In the event Lessor relet the premises, Lessee shall pay all Lease payments due under and at the times specified in this lease, less any amount or amounts actually received by Lessor from the reletting.

ATTORNEYS' FEES

Section 5.06 If any litigation is commenced between the parties concerning the Premises, this lease or rights and duties, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, a reasonable sum as and for its attorneys' fees in that litigation that are determined by the court in that litigation or in a separate action brought for the at purpose.

PARTIAL INVALIDITY

Section 5.07 If any provision of this lease is held by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this lease shall remain in full force and effect unimpaired by the holding.

SOLE AND ONLY AGREEMENT

This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the Premises and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.

**ARTICLE 6
AGREEMENT TO USE AUTOMATIC WITHDRAWAL TO PAY RENT**

Section 6.1 The Lessee agrees to use automatic withdrawal to pay the lease payment. The Lessee shall have transferred from their account the sum of \$_____ as a lease payment for _____ on the first of each month to the following account of the Lessor:

Key Bank, Denver
Bank Routing #: _____
Bank Account #: _____

SIGNATURES :

Date: _____, 20__
Lessee
Date: _____, 20__
Lessee
Date: _____, 20__
Lessor