RESIDENTIAL LEASE AGREEMENT

| of, 20, by and between Westwood Properties, LLC ("Landlord") and ("Tenant") in consideration for the use of the premises and |
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| ("Drawings of Mass state |
| appurtenances at("Premises"), county of Mesa, state |
| of Colorado. In consideration of the payment of the Rent (as defined below), and other monies |
| due Landlord, and the performance of the promises by Tenant set forth below, Landlord leases to |
| Tenant, and Tenant accepts, the Premises subject to the terms and provisions set forth in the |
| Agreement. This Agreement shall be deemed to be a Rental Agreement as such term is defined by Colorado law. |
| The parties agree as follows: |
| 1. TERM . Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of ONE YEAR , such term beginning on, and ending at 12:00 a.m. (midnight) on |
| 2. RENT . The total rent for the term hereof is the sum of |
| DOLLARS (\$), which shall be paid as \$ per month in equal, |
| consecutive monthly installments, on or in advance of the first day of each month of the term. |
| The first installment ofDOLLARS (\$) shall be paid upon the due |
| execution of this Agreement, the second installment to be paid on All such payments |
| shall be made to Landlord at Landlord's address,, on or |
| before the due date and without demand. |
| before the due date and without demand. |
| 3. DAMAGE DEPOSIT . Upon the due execution of this Agreement, Tenant shall |
| deposit with Landlord the sum of DOLLARS (\$ |
|) as security for Tenant's payment of Rent and the full, faithful and timely |
| performance of all of Tenant's obligations under this Agreement. If Tenant defaults in its |
| payment of Rent or performance of obligations under this Agreement, Landlord may, but is not |
| |
| required to, use all or part of the security deposit for the payment of Rent or any other amount in |
| default, or for the payment of any other amount that Landlord may spend or become obligated to |
| spend by reason of Tenant's default, or for the payment to Landlord of any other loss or damage |
| that Landlord may suffer by reason of Tenant's default. If Landlord so uses any portion of the |
| security deposit, Tenant will restore the security deposit to its original amount within five (5) |
| days after written demand from Landlord. Landlord will not be required to keep the security |
| deposit separate from its own funds and Tenant will not be entitled to interest on the security |
| deposit. The security deposit will not be a limitation on Landlord's damages or other rights under |
| this Agreement, or a payment of liquidated damages, or an advance payment of Rent. Landlord |
| will return the unused portion of the security deposit to Tenant, if any, within sixty (60) days |
| after the end of the Term. Landlord may deliver the security deposit to a purchaser of the |
| Premises and be discharged from further liability with respect to it. |

| 4. l | J TILITIES . | Tenant shall | be responsil | ble for ar | ranging for | and payin | g for all |
|-------------------|---------------------|------------------|-----------------|-------------|--------------|---------------|-----------|
| utility services | required on | the Premises | unless specif | ried otherw | wise. Landle | ord will pa | y for the |
| following utiliti | es: | | If Tenan | it is not r | required to | pay for w | ater use, |
| Tenant agrees | to pay for e | xcess water u | isage. Excess | water us | sages shall | be deemed | to have |
| occurred in the | event water ı | ise is significa | antly higher th | han histori | ical water u | se at the Pre | mises or |
| the averages ca | culated by tl | ne water provi | der for the P | remises. A | Additionally | , excess wa | ter usage |
| includes, withou | ut limitation | n, overages | for recreation | nal equipi | ment that | uses water, | leaking |
| appliances abo | ut which To | enant has no | t informed l | Landlord, | excessive | landscape | watering |
| including non-f | unctioning in | rigation syster | ns about which | ch Tenant | has not info | rmed Land | lord. |
| | | | | | | | |

- 5. **USE OF PREMISES**. The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of _ exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private dwelling. Tenant will assume all responsibility for the conduct and acts of themselves, anyone living at the Premises, and any visitors. Tenant will not do anything that is prohibited by any rules and regulations of Landlord, as may be adopted from time to time, Landlord's property insurance policy, or anything that will increase the existing rate of such insurance or otherwise affect any other insurance related to the Premises, or cause a cancellation of Landlord's insurance. In addition, certain real property covenants, conditions and restrictions regulating the use of the Premises may be imposed by documents appearing in the real property records concerning the Premises. Tenant shall not allow any other person to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi- governmental authorities affecting the upkeep, use, occupancy and preservation of the Premises. Tenant agrees to keep only vehicle(s) parked on the premises and will not keep any junk, inoperable, unlicensed, or unused vehicles on the premises. Vehicles with the following listed vehicle tags may be parked and stored at the Premises: ____
- 6. **CONDITION OF PREMISES**. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and acknowledges that the Premises are at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition and that no condition exists on the Premises that materially interferes with Tenant's life, health or safety. Tenant hereby accepts the Premises in its AS-IS condition, subject to all applicable zoning, municipal, county and state laws, ordinances, regulations, covenants and restrictions of record governing and regulating the use of the Premises, and accepts this Agreement subject thereto and to all matters disclosed thereby. A move in condition report will be completed and signed by both Tenant and Landlord.
- 7. **ASSIGNMENT AND SUBLETTING**. Tenant shall not voluntarily or by operation of law assign this Agreement, sublet the Premises or grant any license to use the Premises or any part thereof. An assignment, sub-letting or license without the prior written consent of Landlord shall be null and void and shall, at Landlord's option, terminate this Agreement.

- 8. **ALTERATIONS AND IMPROVEMENTS**. Tenant shall make no alterations to the buildings on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
- 9. **HAZARDOUS MATERIALS**. No activities shall be conducted within or upon the Premises which are or may be unreasonably hazardous to any person or property. Tenant shall not keep on the Premises any item of a dangerous, flammable, explosive character, nature that might unreasonably increase the danger of fire or explosion on the Premises, or that might be considered hazardous or extra hazardous by any responsible insurance company or classified or categorized as hazardous by federal, state, or local law or regulation.

10. MAINTENANCE AND REPAIR; RULES.

- a. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Tenant shall use customary diligence in maintaining and not damaging the Premises. Without limiting the generality of the foregoing, Tenant shall:
 - i. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - ii. Keep all windows, glass, window coverings, doors, locks and hardware in good order;
 - iii. Not obstruct or cover the windows or doors:
 - iv. Not leave windows or doors in an open position during any inclement weather;
 - v. Maintain landscaping in good condition; keeping lawns mowed, shrubs trimmed, weeds and trees cleared, upholding any and all requirements of the city or county regarding all landscaping and Tenant will monitor sprinklers to ensure they are functioning properly and report any issue to the Landlord;
 - vi. Not cause or permit any locks or hooks to be placed upon any door or window without the consent of Landlord:
 - vii. Keep all appliance filters clean and free from dirt and keep all heating and cooling appliances free from obstructions that might interfere with proper function;
 - viii. Use all lavatories, sinks, toilets, and all other water and plumbing apparatus in a reasonable manner and only for the purposes for which they were constructed to ensure

the same remain in good order and repair. Tenant shall not allow any sweepings, rubbish, sand, rags, non-flushable items, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

- ix. Maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- x. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with others;
- xi. Deposit all trash, garbage, rubbish or refuse in receptacles whether provided by Tenant or Landlord and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- xii. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.
- Tenant shall promptly request in writing any repairs to be made to the Premises or b. its fixtures, furnishings and equipment that belong to Landlord. In any circumstance or situation which involves immediate, imminent or substantial risk of harm or damage to property or person, their health or safety, Tenant shall notify Landlord immediately, in writing including a reasonably detailed description of the circumstance or situation giving rise to the notice and any other information as may be required by applicable law. All notices under this section shall be provided electronically at Agreement shall remain in full force and effect and rent shall not be reduced or abated after any request for repair is made, and during the period repairs are being performed at the Premises, unless otherwise required by law. In making repairs or maintaining the Premises, Landlord may interrupt utilities services or take other actions reasonably necessary, in Landlord's sole and absolute discretion, to effectuate the repair or perform in involved maintenance, and to avoid damage to the Premises, all without any liability to Tenant. Tenant shall be liable for any damage to the Premises that occurs as a result of Tenant's delay or negligence in requesting repair services.
- c. On the last day of the Term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear excepted. At Tenant's expense, Tenant shall have any and all carpet within the Premises professionally cleaned to Landlord's satisfaction. Tenant shall repair any damage to the Premises occasioned by its use thereof. Tenant shall leave the Premises, including, without limitation, the improvements, appliances, systems, fixtures, and grounds, in good operating condition. If Tenant fails to surrender the Premises to Landlord in a good condition, broom clean, ordinary wear and tear expected, Tenant shall be responsible for the cost of all labor and materials reasonably necessary to return the same to that condition.

- d. Tenant shall maintain the Premises' yard, landscaping, or other outdoor features that require regular maintenance. Upon retaking possession of the Premises, if the yard, landscaping and other outdoor features of the Premises are not in the same condition as they were on the date of this Agreement, Tenant shall be responsible for the cost of all labor and materials reasonably necessary to return the yard, landscaping and outdoor features to that condition.
- 11. **DAMAGE TO PREMISES**. In the event the Premises are destroyed or rendered wholly untenable by fire, storm, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Agreement. In the event that Landlord exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
- 12. **Insurance**. Tenant agrees to acquire renter's insurance and provide proof to Landlord via email within 30 days of moving into Premises. Throughout the Term, Landlord will maintain such insurance upon the Premises as it deems appropriate in its sole and absolute discretion, insuring against such risks of loss or damage in such amounts or limits of coverage as Landlord may determine. Landlord's insurance, if any, shall not be obtained or used for the benefit of Tenant and Tenant must obtain any policy of insurance it may find necessary or desirable for its own protection. Tenant and Landlord each waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured under any insurance policy in force at the time of such loss or damage.
- 13. **INSPECTION OF PREMISES**. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Agreement. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
- 14. **SUBORDINATION OF LEASE**. This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or

encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

- 15. **TENANT'S HOLD OVER**. Tenant acknowledges that this Agreement ends on a date certain and further agrees to provide Landlord with 30-days written notice before the end of the Term of this Agreement of Tenant's intent to vacate or request to retain possession of the Premises. If Tenant remains in possession of the Premises after the natural expiration of this Agreement with the consent of Landlord, which such consent shall be confirmed or denied in writing by Landlord within 10 days of receipt of Tenant's request, a new tenancy from month-tomonth shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at _______ DOLLARS (\$___________) per month.
- 16. **SURRENDER OF PREMISES**. Upon the expiration of the term or other termination of this Agreement, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear excepted and return all keys to Landlord.
- 17. **ANIMALS**. Tenant shall not to maintain, keep, or acquire any pets at the Premises without express permission of Landlord. □ If this box is checked, Tenant shall be entitled to keep no more than () dogs, described as _______; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of Three Hundred Dollars (\$300.00), which shall be refundable in accordance with the return of the general security deposit as provided herein. Tenant shall pay to Landlord pet rent of _______DOLLARS (\$_______) per month per dog.
- 18. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
- 19. **INDEMNIFICATION**. Landlord shall not be liable for any damage or injury of or to Tenant, Tenant's family, guests, invitees, or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
- 20. **DEFAULT**. If Tenant fails to comply with any provision of this Agreement, including failing to comply with any duties imposed on Tenant by law, and such failure continues ten (10) days after service or posting a written notice or demand for compliance by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Agreement by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's

option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may terminate this Agreement as provided by law.

| 21. LATE CHARGE . In the event that any payment required to be paid by Tenar | nt |
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| hereunder is not made within seven (7) days of when due, Tenant shall pay to Landlord, i | in |
| addition to such payment or other charges due hereunder, a late fee in the amount of | |
| DOLLARS (\$). The payment of this late payment charge will not constitute | a |
| waiver by Landlord of any default by Tenant under this Agreement. | |

- ABANDONMENT. If Tenant abandons the Premises, Landlord may, at 22. Landlord's option, take possession of the Premises as allowed by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, relet the Premises, or any part thereof, for the whole 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 reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so. Tenant agrees, that if Tenant leaves the premises unoccupied for 15 days and rent due has gone unpaid for 15 days, Tenant shall be deemed to have abandoned the Premises and Landlord has the right to take possession and remove Tenant's personal property left behind.
- 23. **ATTORNEY FEES**. If either Landlord or Tenant institute an action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, the non-prevailing party in such action shall reimburse the prevailing party for the reasonable expenses of attorney fees and all costs and disbursements incurred therein by the prevailing party including, without limitation, any such fees, costs or disbursements incurred on any appeal from such action or proceeding. The prevailing party shall recover all such reasonable fees, costs or disbursements as provided by law.
- 24. **RECORDING OF AGREEMENT**. Tenant shall not record this Agreement in the Public Records of any public office. Any such recordation shall constitute a breach under this Agreement.
- 25. **GOVERNING LAW**. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado.
- 26. **SEVERABILITY**. If any provision of this Agreement or the application thereof shall, for any and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

- 27. **BINDING EFFECT**. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto. The covenants, obligations, conditions, provisions, and terms of this Agreement have been freely and knowingly entered into by the parties and the inclusion of the same were material inducement for Landlord to enter into this Agreement and each are a material term of this Agreement.
- 28. **DESCRIPTIVE HEADINGS**. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
- 29. **CONSTRUCTION**. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 30. **NON-WAIVER**. No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
- 31. **MODIFICATION**. The parties agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
- 32. **NOTICE**. Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, to:

To Landlord: To Tenant:

Westwood Properties Attention: Marla Wood 3548 G Road Palisade, Colorado 81526

[Premises Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

33. ADDITIONAL PROVISIONS; DISCLOSURES.

- a. <u>Source of Income</u>. Section 24-34-502 (1), C.R.S. prohibits source of income discrimination and requires a non-exempt landlord to accept any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person, including income derived from any lawful profession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program.
- b. <u>Smoke Detectors; Carbon Monoxide Detectors</u>. Landlord will furnish smoke and carbon monoxide detectors, and the detectors will be tested when the Tenant first takes possession. Tenant acknowledges at the time of obtaining initial possession of the Premises,

all detectors are in good working order. Tenant shall not disable any detectors during the Term. Tenant shall test the detectors on a monthly basis and to replace batteries as needed.

| c. Safe and Healthy Housing. Every tenant is entitled to safe and heal | thy housing |
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| under Colorado's warranty of habitability and that a landlord is prohibit | ited by law |
| from retaliating against a tenant in any manner for reporting unsafe condi- | tions in the |
| tenant's residential premises, requesting repairs, or seeking to enjoy the tenant's residential premises, requesting repairs, or seeking to enjoy the | nant's right |
| to safe and healthy housing. Tenant can mail or personally deliver written | notice of an |
| uninhabitable condition to Landlord at: | or by |
| email to: | |

- d. <u>Venue</u>. It is agreed that jurisdiction and venue for any action involving the enforcement, interpretation of construction of the Agreement shall exclusively be in Mesa County District or County Court.
- e. LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS AGREEMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AGREEMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS AGREEMENT IS EXECUTED, THE TERMS OF THIS AGREEMENT ARE REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.

NO REPRESENTATION OR RECOMMENDATION IS MADE AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION RELATING THERETO; THE PARTIES SHALL RELY SOLELY UPON THE ADVICE OF THEIR OWN COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.

THIS AGREEMENT SHALL BE SUBJECT TO ANY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AS AMENDED FROM TIME TO TIME, FOR THE PREMISES, WHETHER OR NOT SUCH DECLARATION ENCOMPASSES THE PREMISES AS OF THE DATE OF EXECUTION OF THIS AGREEMENT. FURTHERMORE, TENANT EXPRESSLY AGREES TO EXECUTE ANY AMENDMENT TO THIS AGREEMENT WHICH IS NECESSARY TO CONFORM THIS AGREEMENT TO SUCH DECLARATIONS.

- f. <u>Addenda</u>. A Radon Disclosure document is appended to this Agreement and is included as additional provisions of this Agreement as though fully set forth here.
- g. <u>Cumulative Remedies</u>. No remedy or election hereunder shall be deemed exclusive, but shall whenever possible, be cumulative with all other remedies at law or in equity.
- h. <u>Pest Control</u>. Tenant acknowledges that the Landlord does not guarantee or warrant that the Premises are or ever will be a "pest free environment." Tenant acknowledges

and understands that Landlord's ability to effectively address pest infestation issues is dependent in significant part on Tenant's and other tenants' voluntary compliance and cooperation. Tenant agrees to cooperate fully with, and to undertake all efforts and tasks required by Landlord, or Landlord's pest-control company to exterminate and control pests. Tenant's full cooperation includes, but is not limited to, immediately reporting pest infestation to the Landlord in writing, making the Premises available for entry to complete pest inspection and extermination treatments, completing all required pre-treatment activities, evacuating the premises during and after the treatment for the required time frame, completing all required post-treatment activities. Tenant acknowledges and agrees that Landlord will not be responsible for damages or losses due to pest infestation to the extent such conditions have resulted from the acts or omissions of the Tenant, or if Tenant has failed to immediately notify Landlord of any such condition.

i. Mold. When moisture is present mold can grow. Landlord does not guarantee or warrant that the Premises are or ever will be a "mold free environment." The best way to avoid problems related to mold is to prevent moisture buildup in the Premises. Tenant acknowledges and agrees to undertake reasonable steps to eliminate moisture within the Premises which may lead to growth of mold. Such steps include, but are not limited to, keeping the Premises clean, using exhaust fans when bathing/showering, wiping down any moisture and/or spillage, and regularly inspecting for leaks or water accumulation on the Premises. Tenant further agrees to notify Landlord immediately, in writing, of any sign of water leak, excessive or persistent moisture or any condensation sources in the Premises or any stains, discolorations, or other indications of mold growth, including a musty odor in the Premises. Tenant acknowledges and agrees that Landlord will not be responsible for damages or losses due to mold growth to the extent such conditions have resulted from the acts or omissions of the Tenant or if Tenant has failed to immediately notify Landlord of any such conditions described above.

This Agreement may be executed in one (1) or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

By:______ Sign Date:_____ TENANT: TENANT:

Sign Date:____

LANDLORD:

Westwood Properties, LLC

Sign Date: