

LEASE

THIS INDENTURE, dated _____, is between the Landlord, Anaconda Condominium Association, and the Tenant, _____.

The Landlord, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Tenant, does hereby lease to the Tenant, the premises situate in the County of Summit, State of Colorado, described as follows:

CLOSET DESCRIPTION

Said premises, with the appurtenances, are to be leased to the Tenant from the Anaconda Homeowner's Association until _____, at for a rental of \$_____ per year, payable in one lump sum of \$_____, in advance. The Tenant further covenants with the Landlord that Tenant has received said premises in good order and condition, and at the expiration of the term of this lease will yield up said premises to the Landlord in as good order and condition as when the same were entered upon by the Tenant, loss by fire, inevitable accident and ordinary wear excepted, and will keep said premises in good repair during said term as Tenant's own expense.

IT IS FURTHER AGREED by the Tenant that no part of the premises will be sublet, nor will this lease be assigned, without the written consent of the Landlord being first obtained. Tenant will not use nor permit the premises to be used for any purposes prohibited by the laws of the United States or of the State of Colorado or of any other political subdivision.

IT IS MUTUALLY AGREED that if after the expiration of this lease, the Tenant shall remain in possession of said premises and continue to pay rent without a written agreement as to such possession, then the Tenant shall be regarded as a tenant from month to month at a rental payable one year in advance equivalent to the last month's rent hereunder multiplied by twelve, and subject to all the terms and provisions of this lease.

IT IS FURTHER MUTUALLY AGREED that in case said premises are left vacant and any part of the rent herein reserved be unpaid, then the Landlord may, without in anyway being obligated to do so and without terminating this lease, re-take possession of said premises and rent the same for such rent and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

IT IS FURTHER AGREED the Landlord will be allowed to enter upon the premises at any reasonable hour.

IT IS AGREED that if the Tenant shall be in arrears in the payment of any installment of rent, or any portion thereof, or in default of any of the covenants or agreements herein contained to be performed by the Tenant, which default shall be uncorrected for a period of seven (7) days after Landlord has given written notice thereof, Landlord may, at his option, without liability for trespass or for damages; enter into and upon said premises, or a portion thereof; declare the term of this lease ended; repossess the said premises as of the Landlord's former estate; peacefully expel and remove the Tenant, those claiming under him, or any person or persons occupying the same and their effects; all without prejudice to any other remedies available to the Landlord for arrears of rent or breach of covenant.

As the context may require in this lease agreement, the singular shall be deemed to include the plural, and the masculine gender to include the feminine or neuter gender.

This lease, except as above limited, shall be binding upon the heirs, successors and assigns of the parties hereto and may be amended in writing only and executed by the parties.

Should any provision of this lease violate any federal, state or local law or ordinance, that provision shall be deemed amended to so comply with such law or ordinance, and shall be construed in a manner so as to comply.

No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach.

In the event of any dispute arising under the terms of this lease, or in the event of non-payment of any sums arising under this lease and in the event the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorney's fees from the other party.

THIS LEASE shall be binding on the parties, their personal representatives, successors and assigns.

Additional provisions:

Tenant

Dated

Landlord

Dated

Anaconda Home Owners Association