Residential Tenancy Agreement

THIS LEASE (the "Lease") dated this _____ day of _____, 200__

BETWEEN:

William Carpenter
Address: 312 N. Glen Arven Avenue, Temple Terrace, Florida 33617
Telephone: 813 985 7651 Fax: 813 974 2957
(the "Landlord")
cragloughhouse@yahoo.com
OF THE FIRST PART
- AND -

_____

Address: _____

Telephone: _____

Email:_____
(the "Tenant")
OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Premises

1. The Landlord agrees to rent to the Tenant the house described as Craglough House, 775 County Road 844, Tabernash, Colorado 80478, (the 'Premises') for use as residential premises only. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as residential property.

2. No pets or animals are allowed to be kept in or about the Premises unless permission is granted by the Landlord.

3. The Landlord has supplied and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, those furnishings found on the Premises when the Tenant took possession of the Premises.

4. Trays are provided for carrying coffee, tea, or other drinks from the kitchen to other rooms in the house. Professional cleaning fees for removing stains in the carpet in rooms, the hallways and stairs resulting from drink spills will be deducted from the damage deposit.

5. The Tenant agrees and acknowledges that the Premises have been designated as a smoke-free living environment. The Tenant and members of Tenant's household will not smoke anywhere inside the Premises nor permit any guests or visitors to smoke inside the Premises. Smoking inside the Premises

will result in loss of the Damage Deposit. For aesthetic reasons and to reduce fire risk, Tenants that smoke on the balconies should use the ashtrays provided and should not throw cigarette butts from the balconies.

6. This Lease allows The Tenant to sleep 16 persons maximum at the Premise. Additional persons are only allowed to sleep on the premise with permission of the Landlord at a fee of $50 per person per night. At the Landlord's discretion, violation of this article could void this lease and/or forfeiture of the damage deposit.

7. The hot-tub is professionally serviced before each rental period begins. In order to keep the water in the hot-tub clean, the guests need to follow the spa rules provided. Additional professional servicing of the hot-tub can be provided at the Tenant's request. The charge for this additional service will be deducted from the Damage Deposit.

8. The Tenant may move minor pieces of furniture such as kitchen and dining room chairs as needed for the enjoyment of the Residence. However, the moving of major pieces of furniture in a given room or from room to room is not permitted without the Landlord's permission. For example, all furniture in a room can not be removed for a social function nor can major pieces of furniture be moved to make a sleeping area for guests. Violation of this article will result in forfeiture of the Damage Deposit.

9. The Tenant and his guests should exercise appropriate care when using the pool table. Children should be instructed as to proper behavior in the pool room. Damage to the pool table, pool cues, or room resulting from improper use of the pool room or pool equipment will be deducted from the damage deposit.

10. During that part of the year when horses are grazing on the Premises, a gate is in place to prevent the horses from escaping. Unless the gate has been removed, the Tenant must keep the gate to the Premises latched at all times. The cost of recovering horses that have escaped through an unlatched gate will de deducted from the damage deposit.

11. The term of the Lease commences at 3:00 P.M. on _____ and ends at 11:00 on _____.

Rent

12. Subject to the provisions of this Lease, the rent for the Premises is $_____/night (the 'Rent') plus 5.7% Colorado tax. The rent includes all cleaning fees and hot tub maintenance fees.

13. The Tenant will pay one night's Rent on booking, with the remainder on the Rent and tax due one month before the commencement of the rental period.

Security Deposit

1. One month before the commencement of the rental period, the Tenant will pay the Landlord a security deposit of $1,000.00 (the 'Security Deposit').

2. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.

3. During the Term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:

    a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
    b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
    c. unplugging toilets, sinks and drains;
    d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
    e. repairing cuts, burns, or water damage to floors or other areas, rugs, and furniture;
    f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
    g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Premises or building;
    h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
    i. the cost of furniture or decorations taken from the premises.

    For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs.

4. The Tenant may not use the Security Deposit as payment for the Rent.

Quiet Enjoyment

5. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Governing Law

6. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

7. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Colorado (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Care and Use of Premises

8. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by the Landlord.

9. The Tenant will keep the Premises reasonably clean.

10. The Tenant will not engage in any illegal trade or activity on or about the Premises.

11. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

12. The Landlord will be responsible for the normal cleaning associated with a daily or weekly rental and will be responsible for the laundry of sheets and towels. The Tenant is responsible for damages to

furnishings above those expected by normal use.

Hazardous Materials

13. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

14. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Premises and its furnishings.

General Provisions

15. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

16. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

17. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

William Carpenter, the Landlord has duly affixed his signature on this

_____day of _____, 20_____

_____

William Carpenter

_____, **the Tenant** has dully affixed his signature on this _____ day of

_____. 20____

_____

Tenant's Signature