

## REAL ESTATE LEASE



1. This Lease Agreement ("Lease") is dated <Lease Date>, by and between Horn Rentals Ltd. (Michael Horn, its Manager/Member) ("Landlord"), and <Tenant Name> ("Tenant").

Tenant Social Security No.: \_\_\_\_\_

Driver's License No.: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Cellular Phone No.: \_\_\_\_\_

2. It is expressly understood that this agreement is between the "Landlord" and each signatory individually, jointly and severally. In the event of default by any one Tenant, each and every remaining Tenant shall be responsible for timely payments of rent and all other provisions of this Lease. Use of the singular word "Tenant" shall apply to each named Tenant and to the Tenants cumulatively. This Lease may be assigned and transferred to a different "Landlord", Property Management Company, or, Owner at any time notice and written notice of same to Tenant, whether before or after, will then require the Tenant to pay further rents to such new Landlord.

### The parties agree as follows:

3. **LEASED PREMISES.** Landlord, in consideration of the Lease payments and full compliance with the covenants and promises of Tenant provided in this Lease, leases to Tenant the Single Family home, three (3) bedrooms, two and 1/2 baths, located at <address>, CO 80229 (the house, attached garage, and yard all together, hereafter, the "Premises").

4. **LEGAL DESCRIPTION.** The legal description for the Premises is: <legal description>

5. **FURNISHINGS.** The following furnishings will be provided by Landlord (but any such equipment may be individually or fully replaced or removed and not replaced at any time by Landlord):

-1 Refrigerator – <model name & number>

-1 Dishwasher – <model name & number>

-1 Stove/Oven – <model name & number>

-1 Microwave Oven – <model name & number>

-Clothes Washer and Dryer - <model name & number>

Tenant shall return all such items at the end of the Lease in a condition as good as existed at the beginning of the Lease term, normal wear and tear excepted.

6. **TERM.** The term of this Lease shall be from <Lease Start Date> at 12 o'clock noon and continue through 12:00 noon on <Lease End Date>. Thirty (30) days written Notice to terminate at the end of such term shall be necessary by either party. Tenant shall continue to be bound by the terms and conditions of this Lease on a month-to-month basis if thirty (30) days written notice is not received, and Tenant shall be in default of the Lease for failure to provide such required Notice. Beginning on the first day after the expiration of this Lease, unless an Extension has been executed by the Parties, there will be a 20% increase in monthly rent and said rent will be due on the first day after the expiration of this Lease and on the first day of every month thereafter, unless Tenant has 1) given thirty days written notice to vacate, and, 2) does actually vacate (including any and all of Tenant's personal property, and trash, and refuse) and return Possession

## REAL ESTATE LEASE



of the Premises (including all equipment and other property belonging to Landlord) to the Landlord in the condition in which it was Leased to Tenant as of the first day of the original Lease, ordinary wear and tear excluded. Tenant, in the event of early vacating of the Premises, shall be in default of the Lease and all sums required to be paid hereunder are then due immediately, without further Notice required to Tenant.

7. **RENEWAL TERMS.** The Landlord may be willing to renew any expiring Lease; Tenant is encouraged to discuss such renewal at least sixty (60) days prior to the expiration of this Lease.

8. **LEASE PAYMENTS.** The rent for the term of this Lease is \$<rent> multiplied by the number of full months of this Lease, plus a prorated rate of \$<daily rent> per day of any incomplete month. [By way of example only, if the Lease is signed for 12 months and 5 days, at the rate noted above, the Term of Rent will be  $(\$<rent> \times 12) + (\$<daily rent> \times 5) = \$<total rent>$ ]. The first rent payment due will be \$<rent> on <First Rent Payment Date>. Thereafter, rent is payable in monthly installments of \$<rent> beginning on <First Rent Month> 1<sup>st</sup> and due on the 1<sup>st</sup> of each month thereafter and shall be made payable to:

**Horn Rentals Ltd. (Landlord)**

**<Address>**

*(the above address may be changed from time to time by Landlord)*

9. **LATE PAYMENTS.** The Tenant shall pay a late fee of \$50.00, plus, \$5.00 for each day the rent is not paid in full, beginning at 12:01 a.m. (1 minute after midnight) on the 4th day of each month and for every day thereafter until paid in full.

10. **NON-SUFFICIENT FUNDS.** Tenant agrees that all Lease payments will be made by money order or local bank certified funds; no cash will be accepted by Landlord. If at any time the Landlord agrees to accept a personal check, a charge of \$50.00 will be imposed for any check returned to Landlord because of insufficient funds or non-existing account, whether the check is for rent, security deposit, or any other payment due hereunder ("Lease Payment").

11. **SECURITY DEPOSIT.** The Tenant has paid to the Landlord the sum of \$<security deposit> for a security deposit to secure the performance of this Lease and a source of funds repair damages caused by Tenant, Tenant's guests or Tenant's pets. The security deposit must be maintained at this level and must be, within 3 (three) days of notice by Landlord to Tenant (which may be via email or by Notice as defined herein) replenished if the amount ever drops below \$<security deposit>. The security deposit may not be used by the Tenant in lieu of rent. The Landlord shall, within sixty (60) days after the expiration of this Lease and the surrender and acceptance of the Premises after compliance by Tenant with all provisions of this Lease, return the security deposit to the Tenant at such forwarding address as Tenant may provide to Landlord in writing before the expiration of the Leases, or provide the Tenant with a written statement as to why any portion of the security deposit was retained (in compliance with applicable law). The Landlord shall be deemed to have Notice for the retention of any of the deposit by mailing the statement to the last known address of each Tenant. Any refund shall be divided equally between each Tenant signing this Lease unless an additional written agreement signed by all Tenants has been provided to the Landlord which states otherwise. At the expiration of the Lease Term, the Tenant shall surrender the Premises in good working order and repair, and in clean condition, and in a well-maintained state, including any furniture, appliances, outside area, yards and driveways. A professional truck mounted cleaning of all carpeting must be performed within 5 calendar days prior to the expiration of the Lease and a receipt from such professional carpet cleaner on such professional cleaner's letterhead noting the cost and payment made by Tenant shall be provided

## ***REAL ESTATE LEASE***



to Landlord by Tenant within 2 calendar days of the cleaning. Further, the Tenant agrees and shall pay on demand all reasonable charges including but not limited to \$25/hour for Landlord's time for cleaning, grass cutting and/or weed maintenance, the costs of any cleaning, grass cutting and/or weed maintenance, etc., performed by Landlord or the actually charged amount to Landlord for such work by Landlord's agents or contractors due to Tenant's failure to properly and fully clean Premises, cut the grass, and/or maintain the yards. The Tenant expressly agrees that the security deposit secures the full performance of this Lease, including but not limited to, this maintenance and cleaning obligation as well as Tenant's payment and other obligations hereunder, and that the deposit may be used at the option of the Landlord to pay such charges, including reasonable labor. The Landlord shall have the option to use the security deposit during the term of this Lease to fulfill obligations of the Tenant under this Lease. The Landlord reserves the right to turn security deposits over to a successor property owner, and thereafter, the Tenant agrees that it releases Landlord from further obligations and will look to such successor party for full performance of all of Landlord's performances due hereunder.

11. **POSSESSION.** Tenant shall be entitled to possession on <Possession Date> and shall restore Possession to Landlord on the last day of the term of this Lease unless otherwise agreed to by both parties in writing. At the expiration of the term, Tenant shall remove his/her/their personal property, including trash and refuse, and peaceably leave the Premises (including all of Landlord's property) to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted. If the Landlord is unable to deliver Possession of the Premises at the commencement of this Lease, the Landlord shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable. Possession is contingent on the rent, deposits, and utility payment being received in the form of a money order or local bank cashiers' check and in good funds of the United States of America and such money order or cashiers' check clearing.

12. **USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises as a residence and for no other purpose without the prior written consent of the Landlord. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than one week before the first day of the extended absence. For the purpose of this agreement, an extended absence would occur if the Tenant is away from the Premises for over fourteen (14) consecutive days.

13. **ATTORNEYS' FEES / COLLECTION FEES.** In the event any dispute arises concerning the covenants of this Lease or the payment of any sums under this Lease, and the matter is turned over to an attorney or collection agency, the party prevailing in such dispute shall be awarded as a part of the final judgment thereon against the other party, in addition to other damages and costs, reasonable and actually incurred attorneys' fees and costs, as well as collection fees.

14. **OCCUPANTS.** No more than two adult person(s) and four children under 18 years of age may reside on the Premises for more than fourteen (14) consecutive days, or for more than 14 days whether consecutively or over the course of time within one calendar year, unless the prior written consent of the Landlord is obtained. Occupancy of any person not named within this Lease without prior written consent of Landlord who stays over fourteen (14) days, whether consecutively or over the course of time within one year, will be considered to be in breach of this Lease.

15. **PETS.** It is understood by the Landlord and affirmatively stated by Tenant that Tenant does not currently have any pets, and no pets are allowed on or within the Premises at any time, unless a Pet Agreement has been signed. If Landlord discovers that any pet (whether owned by

## ***REAL ESTATE LEASE***



Tenant or others) have been on or in the Premises without prior written consent of the Landlord, Landlord may immediately begin an action against Tenant in Forcible Entry and Detainer (also known as eviction process). Any damages caused by pets shall not be considered ordinary wear and tear whether or not the Tenant has obtained written consent of the Landlord. If written consent of the Landlord is obtained, Tenant agrees to pay an additional deposit, which deposit shall not be refundable, of \$300.00 per animal. Such extra charges shall not be construed as waiving any right Landlord may have to damages or Tenant's security deposit(s) as a result of damages to the Premises caused by pets. If pets are allowed, an additional Pet Agreement must be signed as well.

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16. **STORAGE.** Tenant shall be entitled to store items of personal property only in designated areas of the Premises (House and outdoor storage area). Landlord shall not be liable for loss of or damage to such stored items.

17. **PROPERTY INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord has Landlord's Rental Property insurance, which does not cover Tenant's possessions. Landlord is not responsible for loss or damage to Tenant's personal property.

18. **KEYS.** Tenant has been given 2 keys to the Premises, 2 keys to the Mailbox (box ##) and 2 garage door opener remotes. At no time shall Tenant replace locks or have locks rekeyed, nor change the garage door remote sensor. If all keys and remotes are not returned to Landlord upon termination of the Lease, Tenant shall be charged \$25.00 per key and \$50.00 per opener.

19. **LOCKOUT.** If Tenant becomes locked out of the Premises, Tenant will be charged \$20.00 to regain entry.

20. **MAINTENANCE.** Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability except that Tenant will be responsible for yard and sidewalk maintenance, including maintaining a weed-, refuse-, trash- and debris-free yard and sidewalks, and snow- and ice-free sidewalks (hereinafter, "grounds maintenance"). Tenant understands and agrees that Landlord will hire a professional service if at any time there is evidence of lack of grounds maintenance. The cost for any grounds maintenance will be billed to the Tenant and shall be payable within five (5) calendar days after written notice from Landlord. Tenant acknowledges that repairs may have to be made to the property during the Tenant's leasehold and Tenant is not due any decrease in rent if repairs are made within a reasonable time period by Landlord. Tenant shall be responsible for the cost to Landlord of all repairs caused by Tenant's negligence and by Tenant's family or guests, but shall not perform or have performed on their behalf any repairs. In addition, Tenant shall not paint, paper or otherwise redecorate or make alterations to the property without prior written consent of the Landlord.

21. The execution of this Lease by Tenant serves as confirmation that the Tenant understands that this house has front and back yards and grounds and the responsibility of maintaining the yards and grounds is the Tenant's. No chemicals are to be used on the yards or the sidewalks without prior written consent of the Landlord.

22. **UTILITIES AND SERVICES.** Tenant shall be responsible for the payment of the Water/Trash/Recycling fee to Landlord (not directly to the City of Thornton) each month three (3) days before its due date (and Landlord will communicate the amount due each month), and,

## ***REAL ESTATE LEASE***



shall cause all other utilities and services for the Premises to be in Tenant's name and Tenant shall timely pay the same. Tenant shall pay Natural Gas and Electric when same becomes due, and will ensure that such will not be shut off at any time during or at the end of the term of this Lease.

23. **TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate property taxes and assessments for the Premises.

PERSONAL PROPERTY TAXES. Tenant shall pay all personal property taxes and any other charges which may be levied against the Premises which are attributable to Tenant's use of the Premises along with all sales and/or use taxes (if any) that may become due in connection with Lease Payments. Currently, Landlord is not aware of any such taxes by any municipality or the State of Colorado for residential personal property.

24. **DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner and if the damage is reasonably repairable within sixty (60) days after the occurrence of the destruction and if the cost of repair is less than \$10,000.00, Landlord shall repair the Premises and adjust proportionately the Lease payments during the period of the repair according to the extent to which the Premises have been rendered untenantable. However, if the damage is not repairable within sixty (60) days or if the cost of repair is \$10,000 or more or if Landlord is prevented from repairing the damage by forces beyond Landlord's control or if the property is condemned, this Lease shall terminate upon twenty (20) days written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to Tenant. Tenant shall give Landlord immediate notice of any damage to the Premises both verbally and in writing.

25. **HABITABILITY.** Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant) and acknowledges that the Premises are in reasonable and acceptable condition of habitability.

26. **DEFAULT.** Tenant shall be in default of this Lease if Tenant fails to fulfill any Lease obligation or term herein. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial or other obligation within 5 calendar days after written notice of such default is provided by Landlord to Tenant. In the event the failure by Tenant is a covenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease and payable immediately upon demand from Landlord. All sums of money or charges not specifically identified as rent but required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges were originally designated as "additional rent". If the Tenant abandons or vacates the property after failing to pay rent and/or additional rent, the Landlord may consider any personal possessions left on the property to be abandoned and may dispose of them in any manner allowed by law. In the event the Landlord reasonably believes that such abandoned possessions have no sale value, they may be discarded. The Tenant hereby grants to Landlord lien in all possessions on the property not excepted by law for the payment of all sums due hereunder. If Landlord asserts dominion over any possessions considered abandoned, Landlord shall be considered to be without knowledge that Tenant does not intend to abandon these possessions unless Tenant gives Landlord written notification. Landlord shall provide Tenant with a written list of all possessions over which

## ***REAL ESTATE LEASE***



dominion has been asserted. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law. Tenant agrees to hold harmless the Landlord and any agents and/or successors of the Landlord for acts of dominion and control over Tenant's property.

27. **CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

28. **ACCESS BY LANDLORD TO PREMISES.** Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective tenants or workers. Inspections will be performed at least yearly and Landlord will make reasonable attempts to give Tenant twenty-four (24) hours' notice before entering. However, Landlord does not assume any liability for the care or supervision of the Premises. In the case of an emergency, Landlord may enter the Premises without Tenant's consent or notice to Tenant. During the term of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "For Rent/Sale" signs and/or marketing material and show the Premises to prospective tenants.

29. **INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use, or, misuse of the Premises, except Landlord's gross negligence.

30. **DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or item of a dangerous, flammable, or, explosive nature that might substantially increase the danger of fire on the Premises or that might be considered hazardous by a responsible insurance company unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

31. **ZERO TOLERANCE.** Landlord and Tenant agree there is a zero tolerance for drug use and possession on the property. Drug use voids hazards insurance for this property. Until it is determined otherwise by the federal Legislature, Horn Rentals Ltd stands firm that Federal law supersedes State law regarding any type of marijuana possession or use and is forbidden to be in or on the Premises in any form, and such prohibition is in the zero tolerance policy of the Landlord evidenced in this Lease. Smoking of any kind (for example: cigarette, e-cigarette, pipe, cigar, marijuana, clove, etc.) shall not be permitted in the house. Smoking of any pipe or cigars shall not be permitted on the Premises. If prohibited smoking is found to be happening or to have occurred in the house or on the Premises, then remediation to the Landlord's satisfaction of any damage shall be payable by Tenant upon demand, and such remediation may include, but not be limited to, a whole house and garage application of "Kills" or a similar stain and odor blocker and fresh paint.

32. **COMPLIANCE WITH LAWS, RULES, AND, REGULATIONS.** Tenant shall promptly comply with all laws, rules, and, regulations of the federal, state, county, municipal, HOA and other authorities, as well as the requirements of the fire insurance underwriters and Tenant liable for any penalties assessed against or damages incurred by the property and/or Landlord thereby.

33. The grounds maintenance noted above to be performed by TENANT includes YARD AND WEED MAINTENANCE AND SNOW REMOVAL FROM THE SIDEWALK IN FRONT OF THE HOUSE, THE COVERED FRONT PATIO AND ENTRY BETWEEN HOME



## ***REAL ESTATE LEASE***



AND THE STREET, KEEPING FREE AND CLEAR OF TRASH, SNOW, WEEDS AND/OR DEBRIS. Further, TENANT IS RESPONSIBLE FOR TAKING TRASH CONTAINERS TO THE CURB WEEKLY BEFORE COLLECTION DAY (MONDAY EVENING UNLESS A HOLIDAY FALLS ON MONDAY OR TUESDAY, THEN TUESDAY EVENING). RECYCLING CONTAINERS MUST BE TAKEN OUT TO THE CURB BEFORE COLLECTION DAY (1ST AND 3RD MONDAY EVENINGS OF THE MONTH, UNLESS A HOLIDAY FALLS ON MONDAY OR TUESDAY, THEN TUESDAY EVENING). \_\_\_\_\_

34. **PREMISES AND NEIGHBORHOOD RULES.** Tenant must comply with owners' association rules or restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant. A copy of the HOA rules and regulations shall be signed by Tenants attached to this Agreement, and incorporated into it.

35. **CONDITION OF PREMISES/INSPECTION.** Tenant has inspected the Premises prior to or immediately upon occupancy, and Tenant's acknowledges that Landlord has provided opportunity for Tenant to conduct a "walk through" with Landlord (see attached Walk Through report signed by Tenant, attached to this Lease) and if after Possession, Tenant should find any matter to be repaired or maintained (outside of Tenant's obligation hereunder), Tenant agrees that he/she/they will report in writing to Landlord any damages or defects in the Premises within seven (7) days, or less, of the Commencement Date of this Lease. Any damages or defects not reported to Landlord as required in this paragraph shall be deemed to have been caused by Tenant and Tenant shall be responsible for the cost of repairs.

36. **MECHANICS LIENS.** Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, in the event that Landlord gives written consent for the Tenant to engage a contractor, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Premises free of all liens.

37. **SUBORDINATION OF LEASE.** This Lease may be subordinated to any mortgage that the owner may obtain with respect to the Premises. Tenant hereby agrees to, within seven (7) days' notice from Landlord or mortgage holder to complete a questionnaire ("Tenant Estoppel" and/or "attornment") regarding the status of the then-current lease. Such event shall not be a Landlord breach and Tenant agrees to be bound by this Lease.

38. **ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord.

39. **NOTICE.** Notices of Default to Tenant (all other notices excluded), or Notices to Landlord, under this Lease shall not be deemed valid unless given or served in writing (and for this purpose such may NOT be text, email, or other electronic communication) and delivered by mail, postage prepaid, return receipt requested. Notices to Tenant shall be addressed to the Premises. Notice to the Landlord shall be addressed to the address set forth below. Such address of either party may be changed from time to time by providing notice of such change of address as set forth herein. Notices mailed in accordance with these provisions shall be deemed received on the fifth (5<sup>th</sup>) day after posting.

## REAL ESTATE LEASE



40. **GOVERNING LAW/VENUE.** This Lease shall be construed in accordance with the laws of the State of Colorado, and the codes and ordinances of Adams County. Any suit had by either party shall be brought only in Adams County Courts, and both parties waive any defense as to Personal Jurisdiction in and by such court.

41. **ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

42. **SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

43. **PAYMENT DEFAULTS.** If Tenant defaults on paying Rent or other fees, and a collection service is used to collect funds due Landlord, Tenant will pay the actual collection costs incurred on all amounts owed, and all legal and related fees of collection, with or without suit, including attorney's fees and court costs. A \$50.00 charge will be assessed Tenant for Each 3-Day Pay, Notice to Quit and other legal notices in addition to the actual costs incurred for such legal notices served.

44. **WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

45. **INJURY.** The Landlord is not responsible for any injury that occurs to the Tenant or any of the Tenant's visitors unless the injury occurred due to the gross negligence of the Landlord.

46. **BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**LANDLORD:** HORN RENTALS LTD.

<Address>

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Michael Horn, Member/Manager

[TENANT SIGNATURE/S FOLLOW ON NEXT PAGE; REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]



## ***REAL ESTATE LEASE***



**Tenant represents that the information provided in this Lease is true and correct to the best of his/her/their knowledge and agree to all terms and conditions contained within.**

**TENANT:**

**Date:**

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Additional Tenant:

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

**Children** of the Household Who Currently reside with the adults:

	Name	Date of Birth
1.	_____	_____
2.	_____	_____
3.	_____	_____