

Addendum A

RULES & REGULATIONS TO LEASE CONTRACT

1. **METHOD OF MONTHLY PAYMENT:** Boulder Property Management will accept multiple checks **until** the 1st of the month, and only one check on and after the 1st of the month. Tenant(s) will be charged \$10.00 for each additional check. Just a reminder, the monthly statement from Boulder Property Management is considered a courtesy and not a requirement. If you need to know your balance please call our office. Also, please make sure your address and unit number is on your check and have your payment in our office on or before the 1st of each month.
2. Rent is due no later than the 1st day of each month and is considered late after 11:59 P.M. on the 1st day of each month. The rent is still considered late if the 1st day of any month falls on a Saturday, Sunday or holiday such as New Years Day etc. Late fees are \$30.00 plus \$5 per day and are **non-negotiable**.
3. Tenant(s) shall be charged a minimum fee of \$30.00 for any check returned for Non Sufficient funds (NSF). **When a check bounces the rent is considered not paid, and will be subject to late fees of \$30.00 plus \$5.00 per day.**
4. Tenant(s) understand that if they do not pay their rent and utilities by the 4th of the month, then they will be posted a "Notice To Pay Rent or Quit" on their front door and their account will be charged a \$45.00 posting fee along with other late fees. If there is a pre-arranged agreement for the Tenant(s) to pay their rent on a specific date, and the Tenant(s) breaks that agreement, then Boulder Property Management will post a "Notice To Pay Rent Or Quit" as soon as possible and the same fees apply. Should the Tenant(s) break any lease provision as stated in this lease contract, then Boulder Property Management will post "A Notice to Perform Covenant" to enforce and have the Tenant(s) comply and remedy the lease infraction. The Tenant(s) will be charged a \$45.00 fee to have a Boulder Property Management representative post this notice on the Tenant(s) front door.
5. Where applicable, Tenant(s) is responsible for placing the utilities in their name prior to taking possession of the unit. Failure to do so will result in a \$10.00 fee for each month that the utilities are not placed in the Tenant's name. In addition, if you do not take the utilities out of your name at the time your lease expires, you will be responsible for any money owed up to new tenant's move in day. Be sure to call Xcel at 800-895-4999.
6. **Tenant(s) are not allowed to pick up their keys until after 12:00 Noon on the day of move-in.**
7. Tenant(s) are responsible for notifying postmaster of change of address should they move during or after the lease period.
8. Tenant(s) also realize there will be a minimum charge of \$50.00 for a maintenance person to let a tenant into their unit, referred to as a "Lockout", if the lockout occurs after business hours and on the weekends.
9. The Tenant(s) agrees to give Lessor a fifteen (15) day written notice to sublet and understands they will be charged 50% of one month's rent to sublet the entire unit. If there is more than 1 person living in the unit and one of the Tenant(s) moves out, then that Tenant(s) will only be charged \$150.00 for each roommate change for services rendered. Only at Lessor's discretion, the vacating Tenant(s) may be able to be completely removed from the lease contract, without any liability, by paying \$300.00 instead of the \$150.00 roommate change. BPM requires that should a new roommate take the place of another Tenant(s), BPM will need all remaining roommates to sign the Roommate Change Form acknowledging their approval, thus making the contract legal and binding.
10. Security deposits will be returned within sixty (60) days after the termination of this Lease Contract and one check will be made payable to all parties named on the Lease, unless the correct paperwork is received prior to your move-out date, and is signed by all roommates. Should Tenant(s) request the deposit to be divided by Boulder Property Management, and mailed to more than one roommate, there will be a fee of \$25.00 per additional check issued, and all forms must be signed by all roommates. Should BPM have to cancel any security deposit return checks, and re-issue them, due to a lack of information such as missing address etc., it will cost the Tenant(s) a \$50.00 stop payment fee to do so.
11. **Boulder Property Management would like to reiterate that the security deposit is not to be applied towards last months rent.** The Tenant(s) understand they are to pay rent until the expiration of the Lease contract. In addition, this deposit may be used during the term of this lease to repair or replace anything that the Lessor has determined was the intentional negligence and/or fault of the Tenant, and Lessor may demand Tenant(s) to reimburse the security deposit account within 7 days of being notified.
12. Tenant(s) understand that only one overnight guest is permitted on the premises at one time without Lessor's written consent as long as the guest doesn't stay on the premises more than seven (7) days per month. If there is anyone living in the unit longer than seven (7) days then this person is considered to be living on the premises illegally and the Tenant(s) could be subject to eviction.
13. No indoor (upholstered) furniture will be allowed on the exterior of the property including porches, decks, and lawns. This type of furniture is a fire hazard and if seen will be removed at Tenant's expense. No prior notice is required.
14. No automobiles, trailers, boats, motorcycles, or campers shall be stored, washed, or repaired on the premises. Tenant(s) are only allowed to park within the complex in designated parking spaces. Unauthorized cars will be towed at owner's expense. Motorcycles are to be parked in assigned stalls only. Inoperable vehicles and vehicles without current registration will be towed at owner's expense.
15. All leaking faucets, toilets, windows, fireplaces, and/or defect or potential defects in the rental unit or appliances not in good working order shall be reported promptly to Lessor. Tenant will be charged for damage resulting from negligence in reporting defects in the rental unit.

Addendum A (Page #2)

16. Damages by third parties or unknown persons are the responsibility of the Tenants.
17. Tenants are responsible for damaged, missing or removed screens unless the condition or the absence of the screens are noted on the Tenant's check-in sheet.
18. Do not flush anything except bodily waste and toilet paper down the toilet. Dispose of sanitary products (EVEN TAMPONS) by placing in plastic-lined waste can. Never flush napkins, paper towels, facial tissues, diapers or condoms. Should Boulder Property Management have to send out a subcontractor to "snake" out the line and find the cause of the backup due to the items listed above, or any similar items, then the Tenant(s) will be billed 100% of the cost to have the line cleared.
19. If a window is broken, the Tenants must notify Lessor at time of occurrence. If a window was broken by persons other than the Tenants of their unit, a police report must be obtained by the Tenants within a (24) twenty-four hour period of its occurrence, otherwise the Tenants of that unit will be charged 100% of the replacement cost.
20. Tenants are responsible for contacting BPM and paying for services to repair any clogged drains, toilets, and sinks if tenant(s) are unable to clear the plumbing issue themselves.
21. Tenants are responsible for picking up delivered newspapers everyday. If Tenant(s) is to leave town for more than five days, then the newspaper service MUST BE TEMPORARILY SUSPENDED. BPM will charge a minimum of \$25.00 for having to pick up over five newspapers on the premises.
22. All Tenants are responsible for keeping the outside of the premises clean of cigarettes butts. Should a Boulder Property Management representative find over 20 cigarette butts on the premises, BPM has the discretion to have it cleaned up at the expense of all the Tenants living on the premises. This regulation applies to guests, smokers and non-smokers.
23. Any Tenants found on the roof of the leases premises will be automatically charged a \$100.00 fine per occurrence.
24. In the event a Tenant's refrigerator should stop working, it is not the responsibility of Boulder Property Management nor the owner to reimburse the Tenant for any spoiled perishables. Also, if you have a non-frost free refrigerator, please remember not to use any sharp objects to chip away the ice. Should any damage occur to the refrigerator the Tenant will be responsible for 100% of its' replacement value.
25. In conjunction with the City of Boulder Fire Department Regulations and Boulder Property Management, tenant(s) are not allowed to have any Charcoal or Gas Grills, Barbecues, Smokers or Hibachi's on any balconies, patios or wood decks or within 50 feet of the buildings due to the increased exposure to loss by fire. In addition, Tenant is not allowed to have a "Kegeator", a refrigerator that holds a keg, or a large video Arcade game on the premises or Tenant will be charged a \$100.00 fine, and the unit will be removed.
26. It is absolutely **imperative** that Tenants remember to leave the "heat on" **no lower than 60 Degrees** in the premises during the winter months and especially whenever you leave the premises for an extended period of time such as Christmas break. Should the Tenant(s) fail to keep the premises at 60 Degrees and a pipe in the premises freezes and breaks, the Tenant(s) agree to be financially liable for any and all damages.
27. Tenant(s) are not allowed to have a trampoline on the premises, unless the Tenant has received written permission from a Boulder Property Management representative.
28. Tenant(s) are not allowed to have "Satellite Systems" installed on the premises whatsoever. Boulder Property Management reserves the right to have a "Satellite System" removed at Tenant'(s) expense if found by a BPM representative.
29. Tenant's are not allowed to hire outside contractors to fix and/or maintain items in or on the premises.
30. Boulder Property Management will have bikes removed from a property if they appear to be abandoned and/or not in working condition. Such as flat tires, rusted chains, no wheels etc. BPM will have the bike tagged and removed after five days.
31. **Tenant(s) With Hot Tubs** - Tenant(s) are 100% responsible for the safe and correct operation and maintenance of your hot tub and the hot tub cover. The most important thing the Tenant(s) needs to know is to NEVER OPERATE THE HOT TUB UNLESS THE WATER LEVEL IS AT THE LEVEL OF THE SKIMMER (Approximately 5 inches from the top of the hot tub). Operating the hot tub at an improper water level may damage the pump and the heater and cost you approximately \$150.00 to repair or replace.
Start Up Procedures
 1. Turn OFF power to Spa
 2. Fill with water to level of skimmer (5 inches from the top).Open Tee handles on gate valves.
 3. Turn thermostat to lowest heat setting (fully counter-clock wise).
 4. Turn power to spa ON.
 5. Push air switch button to low speed to purge air from the system. You may also need to open the bleed valve on top of the filter unit a small amount until water comes out, then close.
 6. Turn thermostat clockwise to start heater. Do not expect water to heat immediately. Spa will heat approximately 8 to 10 degrees per hour.
 7. Push air switch to high speed to enjoy your spa.
 8. If you need help, ask for Gina at Boulder Property at 303-473-9559. We can answer questions and provide instructions regarding operation, care, cleaning, and chemical maintenance.
- Additional Comments:** At the end of your lease, as part of your checkout inspection, your hot tub must be drained, cleaned (use Soft Scrub products only), and a new filter installed. You may have this service done for about \$75.00 to \$80.00 not including the new filter. If you do not perform this shut down procedure at the end of your lease, Boulder Property will have the service done and the expense will be deducted from your security deposit.
32. **Tenant Ledger Breakdown Fee:** BPM will always provide a Tenant Ledger for your review upon request for no fee. However, if the bookkeeping department or agent has to repeatedly breakdown and itemize a tenant ledger on behalf of the Tenant(s), for

Addendum A (Page #3)

they are not keeping track of who is paying how much, then the bookkeeper has the discretion to charge the Tenant(s) \$30.00 per hour for his or her services.

- 33. **Insurance:** Lessor will not provide insurance on any of Tenant’s personal property within said building or on said premises. Tenant agrees not to make any claim against Lessor for or on account of any loss or damage sustained by fire or water or for loss or damage to any articles from any cause whatsoever. **Boulder Property Management strongly recommends that all Tenant’s obtain renters insurance at his or her expense to cover Tenant’s personal property.**
- 34. **Check-In/Check-Out Sheet:** The Tenant(s) understands he or she is to complete, sign and return this form within (7) days of taking occupancy of the unit, or else the Check-In/Check-Out sheet will be considered invalid. It is understood by both parties that the Tenant(s) cannot make a claim that he or she was not given a Check-In/Check-Out sheet, since all Tenants are given a Check-In/ Check-Out sheet at the time they pick up their keys from Boulder Property Management.
- 35. **Warranty Of Habitability Law:** After inspecting the premises, Tenant(s) acknowledges that the premises contains no conditions constituting or posing a material danger or hazard to Tenant’s life, health or safety. If the Tenant(s) believes there is a material danger or hazard, please contact Boulder Property Management as soon as possible at 303-473-9559 and inform Boulder Property Management in writing, separate from your check-in sheet, at the time you turn in your check-in sheet. If the Tenant does not turn in the check-in sheet which you received in your move-in packet along with your keys, then Boulder Property Management will presume that the Tenant’s acknowledge that premises does not contain any conditions constituting or posing a material danger or hazard to the Tenant’s life, health or safety.
- 36. **Pests:** Bedbugs have found their way back into the United States over the past several years. Tenant is to notify Boulder Property Management if a problem of bedbugs or other pests is suspected. If Tenant(s) fails to report any pest infestation and/or problems with the Premises within seven (7) days of move-in, it shall be an acknowledgement by Tenant(s) that the Premises is acceptable, in good condition, and pest free. The following are some terms and conditions regarding this matter.
 - A) Tenant(s) agree that any violation of this provision will be considered a violation of the Lease Contract, and Lessor may terminate Tenant’s right to possession upon three (3) days of Notice to Quit, right to cure. For this particular provision only, Lessor does not have to allow Tenant(s) to cure prior to serving Tenant(s) with Notice to Quit.
 - B) Tenant(s) agree to cooperate fully with and to undertake all efforts and tasks required by Lessor’s pest control company employed to eradicate pests. Tenant(s) fully agree to make the premises available for entry to complete pest inspection and start eradication treatment(s), completing all required post-treatment activities, and report immediately if the treatment is ineffective and needs additional treatment options.
 - C) Tenant(s) may request reasonable extermination services at any time and all requests must be in writing. Lessor will notify Tenant(s) in advance of each pest inspection, and Lessor can give notification with phone calls or posted notices on door.
 - D) Tenant(s) shall pay the cost of any extermination of bedbugs or any additional treatments to remedy an infestation in addition to any repairs associated with such infestation. Tenant(s) shall also be financially liable for any attributable Tenant(s) failure to keep premises free from bedbugs, including those costs of treatment(s) and repairs to other residential units and common areas within the property.
 - E) Lessor, Lessor’s employees, officers, or directors are not liable to Tenant(s) for any damages caused by pests, including but not limited to, replacement of furniture, clothes, or any other material possessions or any medical expenses associated with infestation.
 - F) Tenant(s) acknowledge that Lessor does not guaranty or warranty a pest free environment and further Tenant(s) acknowledge and understand that Lessor’s ability to police, monitor, or enforce this provision of the least contract is dependent upon Tenant(s) voluntary compliance and cooperation.

Note: Tenant(s) will acknowledge that **used** or **secondhand** furniture is the primary way that bed bugs and roaches are spread. Tenant(s) agree to carefully inspect any **used** or **secondhand** furniture, especially bedding, acquired by or purchased by Tenant(s) that is brought into the Premises. Tenant(s) agree to not acquire or bring into the Premises any **used** or **secondhand** furniture removed from the garbage or share vacuum cleaners with other Tenant(s).

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Boulder Property Management Corp. By: _____ Date: _____