

Boulder Property Management Corp.

1100 28th Street/Suite # 100
Boulder, Colorado 80303
(303) 473-9559

Lease Agent
Signing Agent

Lease Contract

This lease is entered into this ___ day of ___ between Boulder Property Management Corp., LESSOR, and TENANT(S).

Tenant Name(s) _____ Cell Phone(s) _____

* If you were a previous Tenant of Boulder Property Management please indicate Name, Location and Date: _____

1. DESCRIPTION OF PREMISES AND TERMS: Lessor, in consideration of the rents to be paid and the covenants to be performed by Tenant, does hereby lease to Tenant and Tenant takes and holds as Tenant of Lessor apartment _____ house, located at _____, Boulder, CO _____, County of _____, State of Colorado, for a term commencing on _____

12:00PM (Noon) and ending at 11:59PM (Midnight) on _____ to be used and occupied solely by the person(s) mentioned above as a private residence and for no other purpose:

2. RENT: Tenant hereby agrees to pay the entire rental amount for the full lease term. All rental payments are to be payable at the office of Boulder Property Management, Corp. or other location upon written notification to Tenant by Lessor.

A. \$ _____ move in prorated rent from the _____ to the _____ day of _____; and
B. \$ _____ move out prorated rent from the _____ to the _____ day of _____; and
C. \$ _____ is due no later than the 1st day of each month until the rental for the _____ lease term is fully paid.

D. Rent is always due on the 1st of each month. In the event the Tenant fails to pay, on or before the 1st day of said month, Tenant agrees to pay Lessor a late fee of \$30.00 plus \$5.00 per day for each late rental payment for any balance over \$200.00. Please note that rent is considered late if payment is after the first of each month, even if the 1st day of the month falls on a Saturday, Sunday, or Holiday such as New Years Day etc. Unfortunately BPM is not able to offer a "grace period" since BPM has to make mortgage payments on all properties at this time period. Boulder Property Management's insurance company disallows for us to accept cash for rent. Do not drop off cash in the mail box slot for Boulder Property Management will not be financially liable if it is stolen or lost. A monthly statement from Boulder Property Management is considered a courtesy and not a requirement. Should the Tenant not receive a monthly statement he or she is still responsible to have the rent paid on or before the 1st of each month. BOULDER PROPERTY MANAGEMENT WILL ACCEPT MULTIPLE CHECKS UNTIL, BUT NOT INCLUDING 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 PAID ON OR AFTER THE 1ST OF THE MONTH. ALL RENT CHECKS NEED TO HAVE THE ADDRESS OF THE RENTAL PROPERTY PRINTED ON THE CHECK. Initial Here: _____

Notice to one Tenant shall be deemed to be notice to all Tenants. There will be a \$45.00 fee for posting a "Notice to Pay Rent or Quit". This shall not be construed as a waiver of Lessor's right under this lease or by law to evict Tenant for nonpayment of rent. There will also be a \$45.00 fee for posting a "Notice to Perform Covenant" for any lease violation. Tenant understands that the rent payment is due on the 1st day of each month and is considered late after 11:59 P.M. on the 1st of each month. As stated above, late fees are \$30.00 plus \$5.00 per day for each late rental payment for any balance over \$200.00.

D. In the event a Tenant places a check with his or her bank, they will be subject to a Non-Sufficient Funds (NSF) fee of \$30.00 payable to Boulder Property Management. Obviously when a check bounces the rent is considered late and will be subject to late fees of \$30.00 plus \$5.00 per day and possibly a \$45.00 "Notice to Pay Rent or Quit".

E. Unless otherwise specified in this lease, all notices provided by this lease shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely posted on the front door of the premises, or mailed to the Tenant's last known address. Tenants may send their rent checks or any other written notices to the address provided below.

To Agent: Boulder Property Management Corp.
1100 28th Street / Suite # 100
Boulder, CO 80303

F. Zoning Regulations: According to Zoning and Land Use Regulations of the City of Boulder, a maximum of three unrelated individuals are allowed to reside in a dwelling unit for residential areas, which are zoned for low density. A maximum of four unrelated individuals are allowed to reside in a dwelling unit, in residential areas, which are zoned for medium and high density. The Zoning for this Property is _____ and Boulder Property Management has informed us that no more than _____ unrelated individuals are allowed to live at this address, per the City of Boulder Zoning Codes.

Since Boulder Property Management has informed us it is not permissible to over-occupy this property, we the tenants agree and understand, we would be responsible in paying for any ticket(s) issued by the City of Boulder, for an over occupied property. Fines from the City of Boulder may be up to \$2,000.00 per day. Initial Here: _____

3. SECURITY DEPOSIT: Tenant will deposit with Lessor a total of \$ _____ in security deposit to secure the full and timely payment of rent and the making of necessary repairs and cleaning as called for under this lease, except normal wear and tear. Receipt is hereby acknowledged of deposit monies in the amount of \$ _____, and the balance of the security deposit in the amount of \$ _____ is due on or before the lease commences or according to the following payment schedule:

This deposit may be used during the term of this lease to repair or replace anything that the Lessor has determined to be intentionally negligent and/or fault of the Tenant, and Lessor may demand Tenant to reimburse the security deposit account within 7 days of being notified. Lessor shall not be required to keep this deposit in a separate fund but may commingle the security deposit with its own funds. Lessor may forward the Tenant's deposit to the owner of the property where the Tenant resides, and Tenant may request the name of the person holding the deposit. If at any time Tenant vacates or abandons the leased premises, or if Tenant's right to possession is terminated by the landlord prior to the expiration of this lease, the entire amount of the security deposit, deposited with Lessor or owner, shall be forfeited. The Tenant may also be liable for losses in excess of the deposit. The security deposit shall be returned to Tenant, at the simple interest rate of 0.43 %, which is set annually by the City Manager of Boulder, less applicable charges, and postmarked on or before sixty (60) days after the termination of this lease or vacating, whichever occurs first. Interest will only be earned on security deposit if the tenants are renting a residential premises that is located within the city limits of Boulder. In the event Tenant decides to "Sub-Lease", Lessor will always return the security deposit plus the interest, less applicable charges, to the original Tenant unless Lessor has received written permission from the Tenant and "Sub-Tenant" to do otherwise. However, Lessor will return security deposit to "Sub-Tenant" plus interest, less applicable charges, if Lessor has taken receipt from "Sub-Tenant". If a "Sub-lease" has not occurred and there are multiple Tenants on the lease contract, then all Tenants agree and understand that it is acceptable to mail out one set of the Security Deposit Return records to one Tenant, with one check 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. When the original Tenant decides to "Sublet" their unit, Lessor has the right to hold onto their security deposit until the "Sub-Tenant" pays their security deposit in full and 60 days after the termination of the lease. The original Tenant(s) agree to allow Lessor to return the security deposit, plus interest, less applicable charges, with one check made payable to all the original Tenant(s) on the lease, unless the entire unit was subleased, and the Lessor has received a security deposit from the Sub-Tenant. Unless otherwise specified in this lease, all notices provided by this lease shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely posted on the front door of the premises, or mailed to the Tenant's last known address. Tenant's security deposit checks at the end of the year will be sent to last known address, if Tenant(s) fail to give BPM a forwarding address. Should BPM have to re-issue a security deposit return check due to a lack of information such as missing address etc. the Tenant(s) will be charged a \$20.00 fee, and if the check needs to be cancelled, then the Tenant(s) would be charged an additional \$30.00 fee. All correspondence regarding your security deposit return, at the end of your tenancy, must be in writing. Tenant further agrees that the security deposit shall not be construed as, nor shall be applied to last month's rent as payment of such. Initial Here: _____

EXAMPLES OF DEDUCTIONS FROM SECURITY DEPOSIT.

1. Cleaning of the unit/apartment according to the BPM "Cleaning Specification" sheet handed out at the end of the year.
2. Damage to property beyond normal wear and tear at the time of vacating of leased premises (including damage caused by a pet.)
3. Boulder Property Management will replace the "Drip Pans" on the stove and the cost would be automatically deducted from deposit.
4. The following are typical isolated deductions from a security deposit: Labor to fix and remove stickers, stick-on's, scratches or holes in/on walls. Burned out light bulbs are to be replaced and not to exceed (60 Watts). If there are already compact fluorescent light (CFL) bulbs in any fixture and they are burned out, tenant is to replace that bulb with a (CFL) bulb at his or her expense. BPM would like to request for all tenants to replace blown out incandescent light bulbs with (CFL) bulbs. Vanity bulbs however are to be replaced with similar vanity bulbs at Tenant's expense.
5. Any burns, marks, stains, bleach stains or damage of any kind on the carpeting or indentations or scratches in vinyl floor.
6. In the event the outgoing tenant had painted their walls any color that is different from "BPM White", and the incoming tenant wishes to adopt and accept these colors, then it is the responsibility of both parties, the outgoing tenants and the incoming tenants, to come into Boulder Property Management and fill out the appropriate paperwork giving both parties written permission to leave the existing colors in place. The incoming tenant will then be 100% responsible for the financial liability in having these walls restored back to the "BPM White" color when their lease expires. If the outgoing tenant fails to get written permission from Boulder Property Management to leaving the existing colors, including the written acceptance from the incoming tenants, then the outgoing tenant will be charged 100% of the expense to get the colored walls back to "BPM White".
7. Money will be withheld from your Security Deposit to have the carpets professionally cleaned. The cost of having the carpets cleaned will be determined by market price.
8. Unpaid delinquent rents, utilities, fees and any other charges.
9. All debris, rubbish and discards must be removed from the premises and placed in proper rubbish containers and the cost to remove the garbage will be billed back to all the tenants who lived at the premises on a pro-rata share.
10. If the Tenant(s) request more than one security deposit check at the end of the lease term, Boulder Property Management will charge the Tenant a \$25.00 fee for each additional check. Legally Boulder Property Management has to return one security deposit check with all Tenant(s) names on it, unless all Tenant(s) sign a BPM authorized document granting permission to return the deposit to either one or all names equally. Forwarding address must be given to Boulder Property Management Corp. or the security deposit will be sent to the last known address.
11. Boulder Property Management will automatically withhold \$30.00 from the security deposit to have each entry lock re-keyed.
12. If you were provided with a laundry room key and/or a mail box key and you forget to return them at check-out, you will be charged \$10.00 to replace each key.

4. **UTILITIES:** All charges for utilities services will be paid promptly by Tenant when due. Lessor shall not be liable for damages occurred for the failure of utilities or services occasioned by strikes, breakage of equipment, failure of source of supply, acts of God, or by any act or cause beyond the control of the Lessor. Tenant agrees to pay for gas, electricity, water, trash removal services and common utilities, including furniture removal connected to the premises, in addition to and in the same manner as rent, by paying for either the Tenant's prorata share and/or fixed utility expense of the cost of gas, electricity, water, trash removal and common utilities paid by the Lessor during the previous month for the entire complex. (Tenant's are also responsible for paying any and all utility overages such as water or additional trash expenses (i.e. Six Day Review) mandated by the City of Boulder (See "Note" Below For Details). At time of move-out, these utilities can not be disconnected until the move-out date, or the Tenant will be charged a \$10.00 fee in addition to any unpaid utility charges. All additional utilities and services not named below (i.e. internet, cable, phone, etc.) are paid by the tenants directly to the company providing said services.

As listed below, some utility bills are to be transferred into the tenant's name and paid directly to the corresponding utility company. If the Tenant fails to transfer the utilities into their name, Boulder Property Management will pay the utilities and bill it back to the Tenant, and will charge the Tenant an additional \$10.00 fee for every month the utilities have not been transferred into the Tenant's name.

In Tenant's Names:

None.

All utilities not in Tenant's name will be billed back to the tenants at the following percentage of the entire building's bill through Boulder Property Management via your monthly bill and can be paid in conjunction with your rent.

Billed back through B.P.M.:

| | | |
|------------------|--|--|
| Gas | Percentage of total gas paid by tenants | Emergencies: Excel Energy 800-895-4999 |
| Electric | Percentage of total electricity paid by tenants | Emergencies: Excel Energy 800-895-4999 |
| Water | Percentage of total water paid by tenants | Emergencies: City of Boulder 303-441-3260 |
| Trash | Percentage of total trash paid by tenants | Western Disposal 303-444-2329 |
| Common Utilities | Percentage of total common utilities paid by tenants | Emergencies: Boulder Prop. Mgt. 303-473-9559 |

* Common utilities may include but are not limited to interior hallway or exterior lighting and/or gas and electric for laundry room.

Tenants are required to contact Western Disposal at 303-444-2037 to determine what day their trash is to be picked up and what day the recyclables are to be placed on the curb. Any fines imposed by the City of Boulder for not adhering to the trash or recycling ordinances will be paid by the tenant(s). "Six-Day Review" usually takes place during a one-week period in May and the entire month of August whereby the local trash service companies are mandated by the City of Boulder's Review "Code 6-3 Trash", to pick up any excessive trash in and around the dumpster areas, and this expense will also be billed to the Tenant(s).

Initial Here _____

5. **PETS:** No pets are permitted on the premises at any time except as noted here. Tenant hereby authorizes Lessor to deduct fifty percent (50%) of the security deposit as liquidated damages if pets are found on the premises where pets are not allowed. Visiting Pets are also considered a violation of the lease and Lessor may deduct fifty percent (50%) of the security deposit as liquidated damages if pets are found on the premises. Should damages be in excess of this amount, additional amounts may be withheld from deposit, or Tenant may be charged if damage deposit funds are not sufficient to cover actual damages. Boulder Property Management Corp. has observed that pets on premises increase maintenance and cleaning costs and therefore has elected to disallow pets except as noted above. "Ferrets" are not permitted to live on the premises and it would be a clear violation of the Lease Contract and the tenant(s) would be subject to the fines herein stated. Actual damages will not be the sole measure of charges against security deposits. Tenant hereby understands that if Tenant violates the NO PETS rule fifty percent (50%) of the Tenant's security deposit will automatically be forfeited in addition to any actual damages. The Tenant(s) fully understand and agree that Boulder Property Management is allowed at any time to have the excrement removed from the grounds of the property, whether it be inside or outside the unit, and 100% of the cost to do so will be charged back to all Tenants that own a pet.

6. **PARKING:** Operable vehicles (automobiles, motorcycles, and 3/4 ton or smaller trucks only) are hereby authorized to park on space specifically assigned and Tenant hereby agrees to park only where assigned and never on a lawn. Tenant further agrees that any violation of terms shall constitute consent to have said vehicles or articles removed, towed, or impounded at Tenant's expense regardless if Tenant has a parking permit or not. Tenant's need to contact Boulder Property Management in order to have any vehicle towed, or else Tenant will pay 100% of the towing expense. If you are going to park in the street you may need to acquire a parking pass from the City of Boulder in order to avoid receiving parking tickets. Private parking at your unit is provided as follows:

Note: For Those Premises With Assigned Parking Spaces: Should Boulder Property Management be informed that a Tenant has parked in another's Tenant(s) parking space more than once, then the imposing Tenant will be fined \$25.00 for each occurrence thereafter.

7. **SPECIAL PROVISIONS:**

None.

8. **PARENT LIABILITY / RESPONSIBILITY AGREEMENT:** The Responsibility Agreement, referred to as Addendum A, would be used if said Tenant is dependent on parents or another party for the following reasons: Guardian, Trust Fund, No Rental History, Undesirable Credit, Under 18 Years of Age Etc. The responsible party is accepting the liability for rent, utility payments and any and all other obligations of Tenant created under said lease. Tenant fully understands and agrees that this lease may be revocable if Lessor has not received a signed Responsibility Agreement from the responsible party within three weeks after having signed the lease. If in fact the three week period has expired and Lessor has not received the signed Responsibility Agreement, Lessor has the sole discretion and the right to void the Lease, place the unit back on the market and Tenant will forfeit 100% of the total security deposit and will remain financially liable for any losses incurred by Owner and/or Lessor. Tenant's please initial here if you agree to the terms mentioned in this provision:
Initial Here: _____

9. **ACCEPTANCE OF LEASED PREMISES:** Tenant fully understands and agrees that the premises is rented in "As Is" condition. No new carpet is to be installed, no painting is to be done etc., unless noted in the "Special Provisions" section of the lease indicated below. Premises will be professionally cleaned at Lessor's discretion to meet Lessor's standards. Additional cleaning may be required to be done by the Tenant to meet Tenant's standards.
Initial Here: _____

10. **TERMS USED:** Throughout this lease the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the feminine or neuter, as the context shall indicate or require.

11. **JOINT AND SEVERAL RESPONSIBILITIES:** The term "Tenant" as used herein shall be construed to mean "Tenants" whenever used in this lease, and all such parties shall be jointly and severally liable for the performance of all promises, covenants, and conditions to be performed by the Tenant hereunder, including the covenant to pay rent in accordance with paragraph 2; it being the understanding that each Tenant shall be individually liable for all such performance and that all Tenants shall be liable until such performance is made. It is expressly understood by and between the parties hereto that in the event that one or more, but less than all, of the Tenants hereunder fails to perform any of the promises, covenants, or conditions to be performed by him hereunder, Lessor may, at its option, enforce its rights with respect to such defaulting Tenant's several obligations only. In the event such enforcement of Lessor's rights results in the termination of this lease with respect to one or more, but less than all, or Lessees hereunder, and/or the eviction of one or more, but less than all, of the Tenants hereunder, Lessor reserves the right at its election, to insist upon full performance of the joint and several obligations of the remaining Tenants hereunder.

12. **CHECK-IN / CHECK-OUT SHEET:** Please remember to fill out the Check-In / Check Out Sheet from Lessor and indicate on this Check-In Sheet as much detail that is necessary of any damages that may have occurred before you take possession of the unit. Complete and return this form within seven (7) days of occupancy in order to help protect both parties. When the Tenant is ready to vacate the premises, the Check-In / Check-Out sheet shall not be deemed conclusive evidence of the condition of the premises during the check-out process. At times, the Lessor discovers problems with the premises after the unit has been vacated. For instance, if the unit had not been cleaned thoroughly enough or a light fixture shade was missing, or hole in the wall was missed on the check-out sheet. Tenant fully understands and agrees that these types of examples would be assessed against the security deposit pursuant to the terms and conditions of the lease. Please, don't use the check-in sheet for notating the cleanliness of the unit, for this form is only to notate the physical condition of the premises. Also, the Check-In / Check-Out Sheet form is not to be used as a maintenance "fix-it" list. Any immediate maintenance issues, such as a broken window, broken locks, non-working stove etc., should be listed on a separate piece of paper and/or handed to, or called into a Boulder representative. This is not to say that anything listed by the Tenant(s) will be done, this is to be determined by the maintenance department at Boulder Property Management.

13. **DELIVERY OF POSSESSION:** If the new Tenant shall be unable to enter into and occupy the leased premises at the time above provided because said premises are not ready for occupancy, or if by any reason of a holdover of a previous Tenant possession is delayed, or if as a result of any cause or reason beyond the control of Lessor other portions of the complex in which the leased premises are situated are delayed in completion, the Lessor shall not be liable for damages therefore, but during such period of delays the rental herein may be assessed at the Lessor's discretion. In addition, should any Tenant(s) move into the premises prior to 12:00PM on the day of move in, then Tenant(s) will be fined a \$200.00 fee for trespassing.

14. **USE:** Tenant(s) agree(s) to the following restrictions on her use of the leased premises: In the event Boulder Property Management determines the Tenant(s) is guilty and/or negligent by not adhering to the provisions mentioned below, then the Tenant(s) will be assessed a fine according to the following schedule: First Offense-\$75.00; Second Offense-\$150.00; Third Offense-\$300.00 plus Eviction Proceedings. The fines mentioned above do not include Boulder Property Management's posting fees as indicated in Paragraph # 2 (Rents). Fines levied by Boulder Property Management will be in addition to any fines levied by the Boulder Police Department.

(A) **Exterior:** Tenant shall not place anything on balconies, patios, front steps, in windows (including shades or drapes) or elsewhere which might effect the exterior appearance of the building without consent in writing from the Lessor and shall remove anything from balconies, patios, front steps, in windows or elsewhere which, in Lessor's sole opinion, will adversely effect the exterior appearance of the building. An agent of Boulder Property Management will be doing a periodic but random exterior property inspection so we may address any maintenance issues, and to make sure the Tenant(s) are complying with the City of Boulder's ordinances as stated in Addendum B in the Lease Contract. Tenant(s) are not allowed to have indoor (upholstered) furniture outside on porches, decks and lawns, driveways etc., for the City of Boulder views this a fire hazard. If seen by a Boulder Property Management agent, this furniture may be removed off the premises at Tenant(s) expense. **NO PRIOR NOTICE IS REQUIRED.** In addition, Tenant(s) agree to allow Boulder Property Management Corp. signs to be displayed on the premises for the purpose of advertising.

(B) **Government & Lessor Indemnification:** The undersigned Tenant(s) acknowledge that any violation of any federal, state, or local regulation, law or ordinance, including, but not limited to those referenced in this lease, by persons at the leased premises may expose the Lessor to substantial penalty and loss and substantially endanger the property of the Lessor. Consequently, all Tenant(s) hereby acknowledge that any violation of any federal, state or local regulation, law, or ordinance by any person at the premises shall constitute a Substantial Violation of the terms of the lease, as defined by C.R.S. 13-40-107.5 and entitle the Lessor to possession of the premises, following a three-day Notice to Quit. All Tenant(s) shall abide by all federal, state and local regulations, laws and ordinances, including, but not limited to those referenced in this Addendum and shall cause any other person at the premises to do the same. Each Tenant hereby indemnifies and shall hold Lessor harmless from any and all liability, fines, penalties, losses, and damages associated with any violation of any regulation, law, or ordinance by any Tenant(s) or other person at the property, during the term of lease. Tenant also hereby indemnifies and shall hold the Lessor harmless from any and all liability, fines, penalties, losses, and damages associated with any claimed violation of any regulation, law, or ordinance by the Lessor, during the term of lease, if such violation is in any way related to the behavior, residency, or presence of any person at the premises, other than the Lessor, including, but not limited to, claims that the Lessor failed to reasonably screen or remove any Tenant or other person at the premises. This obligation to indemnify and hold harmless shall be joint and several between all Tenant(s), shall inure to the benefit of any successor in interest of the Lessor, and shall include any cost and attorney fees of Lessor in defending such claims or enforcing this clause.

(C) **Trash:** The Tenants shall be responsible for maintaining the property and not permit or allow any rubbish, waste materials, or other products to accumulate upon the premises, even if the trash and materials were blown or dumped onto the Tenants' property and shall be responsible for maintaining the property in a reasonably clean and sanitary condition at all times.

Boulder Property Management reserves the right and has the discretion to have the premises cleaned up at the expense of all the Tenants living on the premises.

(D) **Mutual Enjoyment & Use:** Tenant(s) shall not interfere with the lawful and proper use and enjoyment of the building or any part thereof by Lessor, its agents, employees, nor shall Tenant interfere with the lawful and proper use and enjoyment of other leased units in the building or common areas of the building. Tenant shall not suffer or permit the playing of radio, television, sound systems, or musical instruments, nor the making of any other sounds or noises, at levels loud enough to be heard by Tenants in other units or at such level as to be heard in adjacent buildings or to become a nuisance or disturbance to any persons. In addition, and subject to the conditions above, tenants may conduct private parties within their own unit as long as it doesn't exceed the maximum number of occupants as stated by the City of Boulder fire codes.

(E) **Storage:** Tenant agrees not to repair any motor vehicle nor store same at or near the premises. Tenant further agrees not to store any items of any nature on the outside of the building or in any passageway without prior written consent from the Lessor, or the Tenant will be charged for having the items removed.

15. **ENTRY:** Tenant agrees that at all times reasonable during the term of this lease, Lessor or its agents may enter the premises for purposes of inspection, preventive maintenance, security, cleaning, repairs, improvements, or to show the same to prospective new Tenant or purchaser. Lessor also reserves the right to enter the premises, without notice, if there is an emergency as stated by a BPM agent or any subcontractor employed by BPM. If Tenant(s) have made a maintenance request from Lessor, sub-contractors may or may not contact Tenant(s) before entering unit.

16. **RENEWAL OF LEASE CONTRACT:** Tenant fully understands that Lessor reserves the right to "Pre-Lease" the premises for the following year and Lessor is not obligated to renew with the Tenant if Tenant has not yet decided if he/she wishes to renew by January 15th of the following year. If a renewal lease is not completed by January 15th or another date solely determined by Boulder Property Management, then this lease will terminate at midnight on the date the lease expires without further notice from Lessor. After renewal notification date, if Tenant has not renewed Lease Contract, Lessor will give Tenant (s) overnight notice prior to entering their premises. Tenant (s) agree to authorize Lessor full showing privileges until unit is rented.

17. **ASSIGNMENT OR SUBLEASING:** Tenant agrees not to allow any other persons to occupy said premises hereby rented except in the case of casual visits of friends or guests. Only those Tenants named on this lease may reside in the leased premises. Tenant shall not allow more than one overnight guest to stay on the premises more than seven (7) days per month without written consent of Lessor. The same guest may not return for thirty (30) days following his or her visit. Tenants

understand and will abide by the City of Boulder ordinance allowing no more than 3 or 4 unrelated persons to occupy a residence as area dictates. Boulder Property Management Corp. is required by the City of Boulder to report any known over-occupancy of leased premises. Should the Lessor discover any person(s) not on the lease but living in the unit, then Tenants hereby understand that this violation of the lease contract constitutes grounds for eviction, twenty-five (25%) of the Tenant's security deposit will automatically be forfeited in addition to any actual damages, and Tenants are held liable for the balance of the lease term. Subleasing is permitted provided Tenant has notified Lessor and received written approval of Sub-Tenant(s) from Lessor and Lessor has had opportunity to complete background, credit, and criminal checks. The background checks and any advertising expenses associated in renting out an apartment will be the sole responsibility of the Tenant/Sub-Tenant. Lessor, at any time, has the discretion to place its own advertising in local papers to help the Tenant(s) lease their premises. The cost of the advertising will be billed or deducted from the Tenant(s) security deposit. Lessor reserves the right to continue to hold all original Tenants liable and responsible for the original Lease term even though a suitable replacement Tenant is found. It is the sole responsibility of the Tenant to find a suitable Sub-Tenant or roommate if the Tenant wishes to sublet. Keep in mind however, Lessor may deny any Tenant(s) from sub-letting his/her premises unless the Tenant(s) financial account with Boulder Property Management is paid in full and satisfied. Should the original tenant sublet his or her unit/apartment, and the subtenant vacates or abandons the property, Lessor has the sole discretion without prior permission from original Tenant, to have the apartment cleaned and the rent adjusted down in order to mitigate damages, and the original tenant will be completely responsible for the rent difference, the "subsidy amount", plus any additional damages and charges to the unit/apartment. The Tenant 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 with financial liability. Only at Lessor's discretion, the vacating Tenant(s) may all be able to be completely removed from the lease contract, without any financial liability, by paying 100% of one month's rent instead of the 50% of one month's rent with financial liability. If there is more than 1 person living in the unit and one of the Tenants moves out, then that Tenant will only be charged \$150.00 for each roommate change for services rendered and the original Tenant(s) will remain financially liable on the lease contract. Only at Lessor's discretion, the vacating Tenant may be able to be completely removed from the lease contract, without any financial liability, by paying \$300.00 instead of the \$150.00 roommate change with financial liability. BPM requires that should a new roommate take the place of another tenant, BPM will need all remaining roommates to sign the Roommate Change Form acknowledging their approval, thus making the contract legal and binding. (Please contact a BPM agent for further detail regarding this procedure.)

(A) Fall Renewal With A Roommate Change: A fall renewal with a roommate change is when one or more current tenant(s) living in a unit wish to renew their lease for an additional year, but one or more of their house mates do not wish to renew the lease. Boulder Property Management wants the tenant(s) to be perfectly clear that whenever a fall renewal with a roommate change occurs, this means a BPM representative will not be performing a check-out at the end of the current lease, because not everyone is moving out of the premises at the end of the year. Since a check out will not be performed at the end of the lease, BPM has created a Roommate Change Form that all the renewing tenants have to sign which addresses their full responsibility and liability in returning the security deposit to the non-renewing tenant(s). Once again, the renewing tenant(s) will take full responsibility and liability in returning any and all portions of the security deposit to those tenant(s) who will not be renewing their lease for another year. Typically, the renewing Tenant(s) will collect the security deposit from the new Tenant(s) and forward that money to the non-renewing Tenant(s). It is imperative however, that the non-renewing Tenant(s) understand that they are to collect their portion of the security deposit at the end of the year from the renewing Tenant(s), which completely exonerates BPM from any and all financial liability. (Please contact a BPM agent for further detail regarding this procedure.)

18. **LOCK OUT / LOCK CHANGE:** There will be a minimum charge of \$50.00 for a Tenant lockout. Tenants are not allowed to install their own exterior or interior locks on the premises and Boulder Property Management does not have to give prior notice to Tenant(s) to have them removed. Any expenses incurred because of an unauthorized lock change will be charged back to the Tenant(s). Tenant(s) may receive an extra key from BPM if they come into our office during office hours.

19. **INDEMNITY:** Tenant shall exonerate, hold blameless, protect, and indemnify Lessor from and against all losses, damages, claims, suits or actions, judgments and costs which shall arise or grow out of any injury to or death of persons arising from or in any manner connected with the exercise of any right granted or conferred hereby, or from Tenant's use, maintenance, operation and/or repair of the said premises, buildings, improvements, and equipment thereon.

20. **LESSOR'S RIGHT CUMULATIVE:** Except insofar as inconsistent with or contrary to any provision of this lease, no right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

21. **CARE OF PREMISES:** Tenant shall occupy the premises and shall keep the same in clean condition and repair at his own expense, normal wear and tear accepted, and Tenant shall not make any alterations in the premises without the written consent of Lessor, and Tenant shall not leave or create any waste upon the premises. At the expiration of the term of this lease or the earlier termination thereof, Tenant shall peacefully quit and surrender possession of the premises to Lessor in a clean condition and in good repair, including cleaning appliances, walls, windows, drapes, bathrooms, replacing any burned out light bulbs that don't exceed (60 Watts) and which are appropriate for the fixture. Any additional repairs or cleaning required to be made by the Lessor, except normal wear and tear, shall be deducted from the security deposit. Boulder Property Management has the permission from the Tenant to have the interior and exterior of the premises "professionally cleaned", if the management company determines that the premises is "Unsatisfactory" to market to future potential Tenants. The total cost to have the premises "professionally cleaned" will be charged to the Tenant according to the percentages noted in Provision #11 (Utilities) and Tenant has 30 days to pay the cleaning charge.

(A) Multi-Unit Buildings
The Tenant(s) are financially responsible for \$30.00 an hour, for the general clean up of trash, cigarette butts and newspapers in the common areas and around the premises regardless whether or not it is the Tenants trash.

(B) Single Unit Homes
The Tenant(s) is/are responsible for the routine care and maintenance of the yard and outside areas, which includes but not limited to the following: Watering the lawn, trees, bushes, and flowers; General clean up of trash, cigarette butts and newspapers in the common areas and around the premises etc. The Tenants are responsible for informing Boulder Property Management whether or not there is a hose on the premises, so that we may provide one for you. If Boulder Property Management Corp. deems it necessary to water the premises because Tenant has failed to do so, the tenant will be billed \$30.00 an hour, plus any additional expenses necessary to repair the lawn.

22. **LANDLORD'S LIEN:** Lessor shall have a first lien paramount to all others on every right and interest of Tenant in and on any furnishings, equipment, fixtures, or other personal property of any kind belonging to Tenant, or the equity of lessee therein, on the leased property, including motor vehicles in the parking areas. Such lien is granted for the purpose of securing the payment of rents, charges, liens, penalties, and damages herein covenanted to be paid by Tenant, and for the purpose of securing performance of all of Tenant's obligations under this lease. Such lien shall be in addition to all rights of Lessor given under statutes of this state, which are now or shall hereafter be in effect. Such lien shall be enforceable, at Lessor's option, either by the procedures provided for the enforcement of Lessor's liens in the Colorado revised Statutes, or by physical seizure of the property to which the lien applies, using such force as may be reasonably necessary, including, but without limiting the generality of the foregoing, entering the premises leased hereunder and changing the locks on the door or doors thereto. Upon such physical seizure of the property to which the lien applies, Lessor may proceed to sell such property at public or private sale, in any commercially reasonable manner, for the best cash price obtainable, after seven (7) days notice thereof in writing deposited in the U.S. Mail addressed to Tenant at the premises leased hereunder.

23. **NON-WAIVER:** Except to the extent that Lessor may have otherwise agreed in writing, no waiver by Lessor of any breach by Tenant of any of his obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent breach by Tenant, nor any receipt by Lessor of rent with knowledge of the breach of any terms, covenants, or conditions hereof, be deemed a waiver by Lessor of its rights of remedies with respect to such breach, or to subsequent breaches. It is agreed that restrictive endorsements or other legends on checks or other instruments of payment presented to Lessor in discharge of any of Tenant's monetary obligations hereunder shall be void and utterly without legal force or effect.

24. **EARLY MOVE IN / EVICTION / HOLDOVER / MOVE-OUTS:** Absolutely under no circumstances are the tenant(s) allowed to move into their premises earlier than stated in this lease contract. Boulder Property Management will assess a \$200.00 fine for this violation for it is considered trespassing. Tenant agrees at the expiration of this lease to peacefully surrender and deliver the leased premises to the Lessor. In the event the Tenant holds over beyond the expiration date of this lease without the written consent of the Lessor the lease shall not be deemed renewed. Tenant shall be regarded as a Tenant at sufferance, and the Tenant shall be liable for a daily holdover charge in the amount of \$200.00 per day until possession is returned to Lessor. Lessor may evict Tenant from the premises or undertake other legal action to regain possession for nonpayment of rent or breach of the lease. Tenant shall continue to be liable for rent and be bound by the other provisions of this lease during the time Tenant remains in possession of the leased premises even though Lessor has chosen to seek eviction because of Tenant breach of this lease. If the premises or lease agreement is abandoned or if Tenant is evicted, Tenant will remain financially liable for any loss of rent, or any expenses, including attorney's fees, which Lessor may incur for the remainder of the lease term. If Tenant does not leave at the end of the lease term and another Tenant is waiting to move in, Lessor, after notifying Tenant, may remove Tenant's belongings. Once the lease expires, any and all items left in the unit will be deemed abandoned items and they will be disposed of at Tenant(s) expense. Lessor will not be obligated to store said belongings and shall have no duty or obligation to remove these items. Lessor will not be responsible to Tenant for any type of reimbursement for the property. Tenant will be responsible for any other losses suffered by Lessor and any person who had to wait for Tenant to vacate in order to move in, and any reasonable legal fees. Note: This provision would also be enforced for any sublet scheduled move out dates.

25. **ABANDONMENT & FINANCIAL LIABILITY:** If this lease shall be terminated by Lessor because of the breach by Tenant of any of the terms, covenants, or conditions by him/her to be kept and performed, or if Tenant shall abandon the leased premises, or quits and vacates the leased premises voluntarily, the premises may be released by Lessor for such rent and upon such terms as Lessor in its discretion may deem reasonable and advantageous; and in the event of releasing the premises, Tenant shall be and remain liable for any deficiency in rent, any damages which Lessor may have sustained by virtue of Tenant's use and occupation of the leased premises. Tenant further agrees that all costs associated with the removal of the possessions will be their sole responsibility and that they are obligated to pay such expenses whether it be deducted from their security deposit or billed. Any personal belongings left on the premises after the lease expiration will be considered abandoned property and the costs to remove such property will be charged back to the Tenant. Tenant will indemnify and hold Boulder Property Management blameless in having Tenant's personal belongings discarded. Boulder Property Management will not store any personal belongings for Tenant after lease expiration. Should the tenant(s) abandon the premises without fulfilling the entire financial lease contract, Boulder Property Management will pursue any and all Tenant(s) for the total outstanding balance due on the account. Boulder Property Management will conduct a check-out of the unit and itemize every expense on a security deposit return sheet and send it to the tenant(s) forwarding address, if provided, or last known address. If there is an amount due to Boulder Property Management, the Tenant(s) have 30 days to pay the unpaid balance or legal action will ensue. Failure to pay the amount will result in forwarding this matter to legal counsel and to a collection agency. Please keep in mind, once an unpaid outstanding balance has been turned over to a collection agency, this negative collection amount will be a permanent detriment to your credit rating. Note: Boulder Property Management will consider any bikes with rusted chains and/or flat tires being stored on the premises as inoperable and abandoned bikes. The Tenant(s) will hold BPM financially blameless for removing and disposing of these items and Tenant(s) will be financially liable for the cost to remove and dispose of their inoperable bikes.

26. **INJUNCTION:** In addition to all remedies in this lease provided, Lessor shall be entitled to restrain by injunction the violation or attempted or threatened violation of any of the terms, covenants, conditions or provisions of this lease.

27. **ATTORNEY'S FEES:** Should either party commence an action at law for any breach of any provision of this lease agreement, said breaching party shall pay all costs in connection therewith, including a reasonable attorney's fee, to the non-breaching party. In the case of posting "Notice to Pay Rent or Quit" and eviction proceeding notices, Tenant will be responsible for legal consultation in either occurrence.

28. **STORAGE AREA:** Where storerooms are provided by Lessor to accommodate Tenant in the storage of trunks or other articles, it is with the express understanding that the storage space is furnished gratuitously by Lessor and that Tenant using the same for any purpose does so at his own risk, and on the expressly stipulated agreement that Lessor shall not be liable for any loss, damage or injury whatsoever. Access to such storage space as may be provided will be only at times as may be specified by Lessor or designated employee, and if any employee of Lessor shall at the request of Tenant or member of his household move, handle, or store any such articles in the storeroom, or remove any of the same therefrom, then and in every such case, such employee shall be deemed the agent of Tenant, and Lessor shall not be liable for any loss, damage, or expense that may be suffered or sustained in connection therewith.

29. **SUCCESSORS IN INTEREST:** This lease and all covenants, conditions, terms, and provisions hereof are binding upon and shall inure to the benefit of the successors and assigns of Lessor and the heirs, executors, administrators, and, to the extent herein permitted, upon and to the assigns of Tenant.

30. **INSUFFICIENT FUNDS CHECK:** Tenants shall be charged a minimum of thirty dollars (\$30.00) for any check returned due to insufficient funds.

31. **INSURANCE:** Lessor will maintain fire and extended coverage insurance on said building. 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.

32. **SEVERABILITY:** The unenforceability of any provision or provisions of this lease shall not affect the enforceability of any other provision or provisions.

33. **AGENCY:** The Tenant fully understands that Boulder Property Management and its licensees represent the owner(s) of the properties managed by the company. BPM is considered the owner's exclusive leasing and managing agent, which the Real Estate Commission recognizes as a Seller's Agent. This is to say that the agent of BPM does not represent the Tenant and will "negotiate on behalf of and act as an advocate for the owner(s)."

34. **HOT TUBS:** Where hot tubs are provided, Tenants are 100% responsible for the safe and correct operation and maintenance of the hot tub. DO NOT operate hot tubs until you are familiar with the operating procedures. Please refer to Rules & Regulations for additional information.

35. **COST OF REPAIR:** Tenant shall pay the cost of materials and labor (other than normal wear and tear) for the repair or damage to the premises or common areas caused by the negligence or willful acts of Tenant, members of Tenant household, guests, or unknown persons. If repairs or replacement charges are to be paid by Tenant while the Tenant is occupying the premises, the Tenant agrees to pay for these charges when billed by the Lessor, i.e. clogged toilets or garbage disposals. Remember, Tenants are responsible for plunging their own toilets. Excessive damage to the premises by Tenant, members of Tenant's household, or guests shall be grounds for Agent to evict Tenant.

36. **TENANT'S ACKNOWLEDGEMENT OF BPM'S SECURITY POLICY.**

- A) Tenant acknowledges that neither Owner nor Management has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures.
- B) Tenant acknowledges that neither Owner nor Management warrants or guarantees the safety or security of Tenant(s) or their guests or invitees against the criminal or wrongful acts of third parties. Each Tenant, guest and invitee is responsible for protecting his or her own person and property.
- C) Tenant acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Tenant(s) acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

37. **INTERPRETING THIS LEASE CONTRACT:** Any oral promises from any Boulder Property Management representative(s) will not and cannot be enforced, unless the oral promise(s) has/have been written down under the Special Provisions clause of this Lease Contract. Sub-contractors of Boulder Property Management have no authority to make any promises at any time.

38. **ADDENDUMS ATTACHED TO LEASE CONTRACT:** Any and all lease addendums that have signatures from either the tenants or from Boulder Property Management are considered attached and assigned to this lease contract and legally binding to all parties involved.

Note: This lease may be revoked and the Tenant removed from the premises if the civil and criminal background check(s) on applicant(s) is found by Boulder Property Management Corp., in its sole and absolute discretion, to be unsatisfactory or to contain negative character attributes.

BY WITNESS OF SIGNATURES, the Tenant(s) fully understand and agree to all the terms and conditions of this lease.

Tenant _____ Date _____ Tenant _____ Date _____

Tenant _____ Date _____ Tenant _____ Date _____

Boulder Property Management Corp. By: _____ Date: _____

I/WE FULLY AGREE & UNDERSTAND THE ABOVE: _____