

**RENTAL UNIT DISCLOSURES**

Every person who rents or leases a dwelling unit within the city limits of Boulder, Colorado must be provided with information in accordance with the provisions of Boulder Revised Code, Section 12-2-4 (Ordinance 7158). This information is as follows:

**OCCUPANCY LIMITS**

- A. The dwelling unit you will be renting or leasing at the address mentioned on the second page of this Lease Contract may be occupied by no more than what is also stated on the second page of this Lease Contract, in **Provision #1-F Zoning Regulations** on the number of unrelated persons allowed to live in the premises.
- B. Under the current lease or rental agreement, the only people permitted to occupy the dwelling unit are stated on the front page of this Lease Contract.
- C. City of Boulder laws permit a renter or lease holder to have a temporary houseguest. However, if any guest becomes a resident of the apartment or dwelling unit, and if this produces a violation of the legal occupancy limit, a criminal prosecution can result.
- D. Violations of the occupancy laws of the City of Boulder can result in criminal prosecutions and fines of up to \$2,000.00 for each day in violation.

**NOISE ORDINANCES**

The City of Boulder has several ordinances that regulate noise. Violation of any of these ordinances can result in criminal prosecutions. The laws include:

- 1. **Disruption of Quiet Enjoyment of the Home, Section 5-3-8, B.R.C. 1981.** This focuses on individuals who engage in loud behavior that disrupts a neighbor who is in his or her own home.
- 2. **Unreasonable Noise, Section 5-6-1, B.R.C. 1981.** This is a provision which can be used when officers, standing more than 100 feet away from a noise source, hear amplified music in a residential zone after 11:00P.M.
- 3. **Excessive Sound Levels, Section 5-6-2, B.R.C. 1981.** This is based upon measuring sound levels with meters. Noise must not exceed 50 dBA between 11:00PM and 7:00 AM in a residential zone. Late at night, the ambient or background noise level in most neighborhoods is approximately 35dBA. A sound 15 decibels greater than background noise (50 dBA), such as a loud stereo, will wake the average person from a deep sleep.

**FIREWORKS ORDINANCES**

**Fireworks, Section 5-6-6, B.R.C. 1981.** Except for police, military and certain other personnel described in Boulder’s Code, it is illegal for anyone to possess fireworks in any public or private place or to explode fireworks anywhere within the City of Boulder without first having obtained a permit.

**NUISANCE PARTY ORDINANCE**

A nuisance party is a gathering at which one of a number of violations of Boulder’s code provisions occurs. These include the unlawful consumption of alcohol, the unlawful provision of alcohol to minors, property damage, obstruction of traffic, or the generation of excessive noise.

A nuisance party is also any party at which an open keg of beer is located in the front yard setback, on the front porch, or in an unscreened side yard, of a property.

**TRASH, WEED & SNOW REMOVAL ORDINANCES**

**Trash Contract Required, Subsection 6-3-3(b), B.R.C. 1981.** Every owner, manager, or operator of rental property is required to maintain a valid contract with a commercial trash hauler for the weekly removal of accumulated trash. You should understand the manner in which trash and recycling are to be dealt with at your rental unit. Please contact Western Disposal at 303-444-2037.

**Growth or Accumulation of Weeds Prohibited, Section 6-2-3, B.R.C. 1981.** It is a violation to allow weeds to grow to a height greater than twelve inches.

**Duty to Keep Sidewalks Clear of Snow, Section 8-2-13, B.R.C. 1981.** Occupants of residential units, along with property managers, are responsible to keep public sidewalks and walkways abutting their residential premises clear of snow.

**PARKING ON (OR BLOCKING SIDEWALK)**

**Parking on a Sidewalk Prohibited, Paragraph 7-6-13(a)(1), B.R.C. 1981.** No vehicle may be stopped or parked on a sidewalk or within a sidewalk area. This prohibits parking in a driveway in a manner that blocks a sidewalk.

**ACKNOWLEDGEMENT:** 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 Addendum, by persons at the leased premises can expose the Landlord to substantial penalty and loss and substantially endanger the property of the Landlord. Consequently, all Tenants 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 Landlord to possession of the premises, following a three-day Notice to Quit. All Tenants 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 the Landlord harmless from any and all liability, fines, penalties, losses, and damages associated with any violation of any regulation, law, or ordinance by any Tenant or other person at the property, during the term of lease. Tenant also hereby indemnifies and shall hold the Landlord harmless from any and all liability, fines, penalties, losses, and damages associated with any claimed violation of any regulation, law, or ordinance by the Landlord, 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 Landlord, including, but not limited to, claims that the Landlord failed to reasonably supervise, 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 Tenants, shall inure to the benefit of any successor in interest or assignee of the Landlord, and shall include any cost and attorney fees of Landlord in defending such claims or enforcing this Addendum.

**I have read and understand these disclosures and potential consequences including that if I violate these city regulations my tenancy may be terminated and I may be subject to eviction.** This is to be signed by every tenant, other than minor children living with a supervising parent or other custodian.

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