

THIS DOCUMENT MUST  
BE SIGNED BEFORE THE  
LEASE CONTRACT!!!!

**Boulder Property Management Corp.**  
1100 28th Street/Suite # 100  
Boulder, Colorado 80303  
(303) 473-9559

THIS DOCUMENT MUST  
BE SIGNED BEFORE THE  
LEASE CONTRACT!!!!

**Lead-Based Paint Disclosure (Rentals)**

Attachment to Residential Lease or Rental Agreement for the Property Known as:

Street Address City State Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE  
DANGEROUS IF NOT MANAGED PROPERLY

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include  
treble (3 times) damages, attorney fees, costs, and penalty up to \$10,000.00 for each violation.

Disclosure for Target Housing Rentals and Leases

Disclosure to Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose  
health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.  
Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead based  
paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

**Landlord's Disclosure to Tenant and Real Estate Licensee(s)**

(a) Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this  
disclosure for not less than three years from the commencement of the leasing period.

(b) Presence of lead-based paint and/or lead-based paint hazards (check one line below):

- Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- Landlord has knowledge of lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(c) Records and reports available to Landlord (check one line below):

- Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-  
based paint hazards in the housing (list documents below).

**Tenant's Acknowledgment**

- (d) Tenant has read the Lead Warning Statement above and understands its contents.
- (e) Tenant has received copies of all information, including any records and reports listed by Landlord above.
- (f) Tenant has received the pamphlet "Protect Your Family from Lead in Your Home".

**Real Estate Licensee's Acknowledgment**

Each real estate licensee signing below acknowledges receipt of the above Landlord's Disclosure, has informed Landlord of Landlord's  
obligations and is aware of licensee's responsibility to ensure compliance.

**Certification of Accuracy**

I certify that the statements I have made are accurate to the best of my knowledge. The Environmental Protection Agency requires that Boulder  
Property Management hand out a "Lead in Your Home" brochure to prospective Tenant(s) to read BEFORE signing this Lease Contract. Your  
signature(s) below confirm you were given the "Lead in Your Home" brochure to read BEFORE signing this Lease Contract.

Tenant Date Tenant Date

Tenant Date Tenant Date

I/WE FULLY AGREE & UNDERSTAND THE ABOVE: \_\_\_\_\_

**Boulder Property Management Corp.**  
1100 28<sup>th</sup> Street/Suite # 100  
Boulder, Colorado 80303  
(303) 473 9559

# **BROKERAGE DISCLOSURE TO TENANT DEFINITIONS OF WORKING RELATIONSHIPS**

For the purposes of this document, landlord and tenant includes subtenant.

**Landlord's Agent:** A landlord's agent works solely on behalf of the landlord to promote the interests of the landlord with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the landlord. The landlord's agent must disclose to potential tenants all adverse material facts actually known by the landlord's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the landlord.

**Tenants Agent:** A tenant's agent **works** solely on behalf of the tenant to promote the interests of the tenant with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the tenant. The tenant's agent must disclose to potential landlords all adverse material facts actually known by the tenant's agent, including the tenant's financial ability of the tenant to perform the terms of the transaction and, if a residential property, whether the tenant intends to occupy the property. A separate written tenant agency agreement is required which sets forth the duties and obligations of the broker and the tenant.

**Transaction-Broker:** A transaction-broker assists the tenant or landlord or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a tenant's financial ability to perform the terms of the transaction and, if a residential property, whether the tenant intends to occupy the property. No written agreement is required.

**Customer:** A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

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## **RELATIONSHIP BETWEEN BROKER AND TENANT**

Broker and Tenant referenced below have NOT entered into a tenant agency agreement. The working relationship specified below is for specific property described as:

\_\_\_\_\_  
Tenant understands that Tenant shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified by tenant.

**CHECK ONE BOX ONLY:**

**Multiple Person Firm.** Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

**One-Person Firm:** Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

**CHECK ONE BOX ONLY:**

**Customer.** Broker is the landlord's agent and Tenant is a customer. Broker is not the agent of the tenant.

Broker, as landlord's agent, intends to perform the following list of tasks:

- Show a property       Prepare and Convey written offers, counteroffers and agreements to amend or extend the lease.

**Customer for Broker's Listings- Transaction Brokerage for other Parties** When Broker is the landlord's agent, Tenant is a customer. When Broker is not the landlord's agent, Broker is a transaction-broker assisting in the transaction. Broker is not the agent of the Tenant.

**Transaction-Brokerage Only.** Broker is a transaction-broker assisting in the transaction. Broker is not an agent of the Tenant. If Broker is acting as a transaction-broker, Tenant consents to Broker's disclosure of Tenant's confidential information to the supervising broker or designee for the purpose of proper supervision, provided each supervising broker or designee shall not further disclose such information without consent of Tenant, or use such information to the detriment of the Tenant.

**THIS IS NOT A CONTRACT.**

**TENANT ACKNOWLEDGEMENT:**

Tenant(s) acknowledge receipt of this document on \_\_\_\_\_ Date: \_\_\_\_\_

**BROKER ACKNOWLEDGEMENT:**

On \_\_\_\_\_ Broker provided Tenant(s) \_\_\_\_\_

With this document via fax, in person or email and retained a copy for Broker's records.

Brokerage Firm's Name: Boulder Property Management \_\_\_\_\_

Broker/ Associate Broker: \_\_\_\_\_

## LEASE CONTRACT

This lease is entered into this: \_\_\_\_ day of \_\_\_\_\_ between Boulder Property Management Corp. a Colorado Corporation LESSOR, and TENANT(S):

Tenant Name(s) \_\_\_\_\_ Cell(s) \_\_\_\_\_ Email(s) \_\_\_\_\_

Tenant Name(s) \_\_\_\_\_ Cell(s) \_\_\_\_\_ Email(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 \_\_\_\_\_, County of Boulder State of Colorado, for a term commencing on \_\_\_\_\_, 2017, **12:00PM (Noon)** and ending at **11:59PM (Midnight)** on \_\_\_\_\_, 2018 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 \_\_\_\_\_, 2017; and  
B. \$ \_\_\_\_\_ move out the prorated rent from the \_\_\_\_\_ to the \_\_\_\_\_ day of \_\_\_\_\_, 2018; 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 and other amounts due hereunder are due on the 28<sup>th</sup> day of the preceding month, without notice, and payment is late if not received by Lessor by the 1<sup>st</sup> day of each month, regardless of whether the 1<sup>st</sup> day of the month falls upon a Saturday, Sunday, or holiday. Payment is due in funds which are immediately available to Lessor, except that cash will not be accepted.

The online payment system is considered a courtesy only, and other arrangements for payment must be made if you do not have access to, or are experiencing issues with your portal. Furthermore, each tenant will have one online payment portal. If tenant requests an additional portal, BPM will charge a one-time fee of \$50 per extra portal.

No late fees will be waived due to issues with accessing the online system. Lessor will provisionally accept payments in the form of personal checks; however, in the event any payment is late, or Tenant is otherwise in default, or at any time if Lessor so directs in writing, regardless of fault or wrongdoing, Tenant may be required to make subsequent payments by cashier's check or other form of payment acceptable to Lessor, in its sole discretion. Use of Boulder Property Management's drop box for making payments, or the payment of all or any part of amounts due in the form of cash, shall be at the sole risk of Tenant, and Lessor shall not be liable for payments which are lost, stolen, or otherwise not received by Lessor. If multiple tenants occupy the premises, Landlord will accept separate payments only until the last day of each month. From the 1<sup>st</sup> day of each month, payment must be made from a single source of funds, and Lessor will assess a charge of \$10.00 for each payment it receives from a separate source. If Tenant elects to mail any payment, Tenant bears the risk of lost mail or late delivery. Checks will be considered on time if they are postmarked on or before the 1<sup>st</sup> of the month for which rent is due and received within 2 weeks of that due date. In the event that any payment is not received by Lessor by the 1<sup>st</sup> day of the month for which it is made, Tenant agrees to pay a late charge of **\$30.00** for the first day late and **\$10.00** per day until payment is made in full including \$10 for the day on which payment is received. Late fees will begin to automatically apply any time the balance on the account exceeds \$200 for any reason. In addition, if any payment is dishonored or returned for non-sufficient funds for any reason, a returned payment charge of \$40.00 shall also be due from Tenants, plus the amount of any charges imposed by Lessor's bank. Funds that are not honored by the bank will be considered not received, and full late fees will be applied as if the funds were never received. In the event that a notice to pay or perform covenants or to vacate the premises is served on Tenant or posted on the premises, Tenant agrees to pay a posting charge of \$50.00. The parties agree that the above charges, as well as other charges and fees set forth in this lease, are liquidated damages and are reasonable estimates of the internal management expenses which Lessor will incur in such events, which amounts would otherwise be difficult if not impossible to determine with exactitude at the time. The charges and fees described in this paragraph and in other portions of this lease are distinct and accrue for different reasons, and any or all of them may become due concurrently. Any monthly statement or other notice by Lessor of the amounts due from Tenant shall be considered a courtesy only, shall not be considered as a binding statement of amounts owed, and shall not be construed to amend this lease or to alter the amounts of any obligations owed hereunder. To avoid lost payments or delays in processing, the address of the leased premises must appear on each rent check or other form of payment. Notice to one of multiple tenants shall be considered notice to all tenants.

**Initial Here:** \_\_\_\_\_

E. Boulder Property Management has the right to charge a fee for incomplete records. This means that we are missing pertinent information. Incomplete records will be \$25.00 per document per person for the first month not received, and increase in increments of \$25.00 each month for each person and each document are received. This will only exclude the Guarantor/Liability Agreement which must be turned in by all tenants who live in a three bedroom or larger house or do not have a full year of consecutive rental history at the time the lease is signed. If no person over the age of 18 and not on the lease is willing to sign a Guarantor/Liability Agreement, Boulder Property Management will collect an additional portion of security deposit in lieu of the Liability Agreement to be held as additional insurance which will be applied to, and disbursed along with and following the guidelines of the security deposit.

F. In the event a Tenant bounces a check with his or her bank, they will be subject to a Non-Sufficient Funds (NSF) fee of \$40.00 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 \$10.00 per each additional day and possibly a \$50.00 "Notice to Pay Rent or Quit."

G. 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 email, first class mail, 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  
1100 28<sup>th</sup> Street / Suite # 100  
Boulder, CO, 80303

H. **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 can 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 interest rate as determined 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 premise 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

I/WE FULLY AGREE & UNDERSTAND THE ABOVE: \_\_\_\_\_

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, the 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 email, 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 lease will be sent to the last known address, should 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 \$50 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. If the security deposit on file at the end of the lease is insufficient to cover the balance remaining on the account, be it for damages, rent, utility, or any other fees, and payment for the amount past due is not received, the remainder due may be forwarded to an outside collections agency as soon as 30 days after the date that the security deposit has been sent to the tenants, which is within 60 days of the end of the lease.**

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 will be automatically deducted from deposit.
4. The following are typical isolated deductions from a security deposit are as follows: Labor to fix and removed 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 is already compact florescent light (CFL) in fixture and it is 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 leave the colored walls back to "BPM White".
7. Money will be automatically 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 \$40.00 from the security deposit to have each entry lock re-keyed. (i.e. if you have one entry door it will be \$40.00, if you have two entry doors (front door/back door) it will be \$80.00, etc.)
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. (Tenants are also responsible for paying any and all utility overages such as water or additional trash expenses (i.e. Six Day Review as mandated by the City of Boulder (See "Note" Below For Details). Tenant will pay the prorata share equal to 100% (unless indicated below) or fixed utility expense each month. In the event any of the utility companies increase their utility rates more than 10% anytime throughout the year, Lessor reserves the right to adjust the fixed utility expense up, in order to cover the increase. If this should occur BPM will notify its Tenant(s) in writing. Lessor will bill the utility expenses to the Tenant along with the monthly rent statement until the expiration of the lease. At time of move-out, these utilities cannot be disconnected until the move-out date, or the Tenant will be charged a \$75.00 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. If you receive a "high usage" water bill it will be the responsibility of the tenants to pay this utility bill in full. High usage can be caused from a running toilet, leaky sink etc. You will be responsible to pay this bill the month it is posted to your account. The Tenant is required to call Xcel and place their utilities in their names by the 1<sup>st</sup> day of their lease. **THIS MUST BE SET UP PRIOR TO THE MOVE-IN DATE. TO BEGIN SERVICE ON THE MOVE-IN DATE** If tenant fails to place utilities in their names a \$75.00 per month fee will be in addition to the actual utility charges until the tenants place the utilities in their names.

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 \$75.00 fee for every month the utilities have not been transferred into the Tenant's name. If utilities are unpaid exceeding \$200.00 at any time, late fees may apply at the rate of \$30.00 for the first day and \$10.00 for each day after.

**In Tenant's Names:**

- Gas Meter – Call the following number to put the gas bill in your name Xcel Energy 800-895-4999
- Electric Meter – Call the following number to put the electric bill in your name Xcel Energy 800-895-4999

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.:**

- Water Percentage of total water bill paid by tenants =      % (City of Boulder 303-441-3260)
- Trash Percentage of total trash bill paid by tenants =      % (Western Disposal 303-444 2329)
- Common Utilities Percentage of total Common Utilities bill paid =      % (Through Boulder Property Management)

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

If you are receiving a Section 8 voucher your utilities will be due with your rent as stated previously. If your utilities are in arrears for more than 2 months and the outstanding balance is over \$200.00 this may be grounds for eviction.

Please note in certain areas in the City of Boulder are required to have bear proof trash containers. There is a fine if your trash container is left open. Please refer to the City of Boulder website at [www.boulderswildlifeplan.net](http://www.boulderswildlifeplan.net). Per the City of Boulder, all properties are required to have compost and recycling.

**Note:** 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 at 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 two-week period in May and the entire month August whereby the local trash service companies are mandated by the City of Boulder's Revised "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. Paying this fee does not constitute permission to have a pet on the premises. 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

I/WE FULLY AGREE & UNDERSTAND THE ABOVE: \_\_\_\_\_

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. Tenant(s) may be subject to a monthly pet rent penalty retroactive to the lease commencement date. If you have an Emotional Support Animal that has been approved, all tenants must agree by signing this contract in order for the animal to reside on the premises. 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, be it an Emotional Support Animal or not.

**6. PARKING:** Operable vehicles (automobiles, motorcycles, and 3/4 ton or smaller trucks only) are hereby authorized to park only in the space specifically assigned to them 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 Tenant(s) parking space more than once, then the imposing Tenant will be fined \$50.00 for each occurrence thereafter.

## 7. SPECIAL PROVISIONS:

Please remember this is a legal contract between Boulder Property Management and the Lessee. That being said, BPM would like to ask that all communications regarding this lease and the property you occupy is between the Lessee and BPM. We appreciate that you may have a guarantor on the lease, however the lease is a contract between BPM and the Lessee, not the guarantor, and BPM reserves the right to communicate only with the Lessee(s).

**8. GUARANTOR LIABILITY AGREEMENT:** The Responsibility Agreement, referred to as Addendum D, 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, or moving into any of our three bedroom or larger houses, apartments, etc. The responsible party is accepting the liability for rent, utility payments and any and all other obligations of Tenant created under said lease. Signing this agreement does not make you a Tenant on the lease, and you will only be contacted in case of emergency or if the account balance reaches a state deemed to Boulder Property Management to warrant Guarantor involvement. 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. If you enter into a lease contract with Boulder Property Management, and you are under the age of 18, then BPM will consider this willful intent and you and all your roommate(s) will be legally and financially obligated contractually to the full extent of the law. Tenants 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. PROPERTY CONDITION REPORT:** Please remember to fill out the Property Condition Report from Lessor and indicate on this Property Condition Report as much detail that is necessary of any damages that may have occurred before you took possession of the unit. Complete and return this form within seven (7) days of occupancy in order to help protect both parties. **This form is not used as a maintenance request sheet and will not be looked at by maintenance, it is only viewed upon move out to help determine pre-existing damages.** When the Tenant is ready to vacate the premises, the Property Condition Report 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.** Please call us within seven (7) days of taking possession of the unit if you find that it is not fully cleaned. 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 BPM representative. This is not to say that everything listed by the Tenant(s) will be done, repairs will 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 holding over 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 abated 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 of his or 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 Provision # 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 affect 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 affect 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 A 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 vies 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 or assignee of the Lessor, and shall include any cost and attorney fees of Lessor in defending such claims or enforcing this clause.

I/WE FULLY AGREE & UNDERSTAND THE ABOVE: \_\_\_\_\_

**(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. If the City of Boulder fines the property for any type of trash violation i.e. trash cans left on the street, bear dumpsters, recycling, compost bins being left open and/or contaminated, the tenant will be responsible for paying these fines. Please refer to the City of Boulder Zero Waste Ordinance. If there is someone illegally dumping or leaving your dumpster(s) open, you are still responsible for the fine. Please contact the Boulder Police Department and report this immediately.

**(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, or 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 schedules, 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, the Sub-contractors may or may not contact Tenant(s) before entering unit. If a BPM agent needs to access your unit and cannot enter because of your pet, you will be charged a trip fee. By signing this lease, you are giving Boulder Property Management approval to text message you for communication throughout the term of your lease. In the event we are able to schedule a maintenance request and tenant is not present at scheduled time, the contractor will proceed with request. If access is denied for any reason you will be charged a \$75.00 trip fee for each occurrence.

**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 October 15<sup>th</sup> of the following year. If a renewal lease is not completed by October 15<sup>th</sup> 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. If all tenants do not renew it is the responsibility of the vacating tenants to sign off as "vacating" at the time of renewal, otherwise BPM documents will not be complete.

**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 the 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. If you are subsidizing a portion of the rent for the incoming tenant the amount of the subsidy must be paid up front and in full at the time of your sublease or roommate change appointment. 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 \$175.00 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 \$325.00 instead of the \$175.00 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 housemates 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 \$75.00 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). One house key will be provided to each tenant free of charge at the time of move in, and one mail key will be provided per unit. Any additional mail or house keys will be provided with a valid ID for \$5.00 each, and pool keys are \$150.00 each.

**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 is 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, at \$40.00 an hour, for the general cleanup 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 cleanup 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.

I/WE FULLY AGREE & UNDERSTAND THE ABOVE: \_\_\_\_\_

deems it necessary to water premises because Tenant has failed to do so, the tenant will be billed \$40.00 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 as 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 of 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 fees per 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. You may not store any items in, around, in front of heating, mechanical, boiler rooms or water heater closets. We must have access to these areas at all times.

**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 forty dollars (\$40.00) 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, unless you live in a property that requires renter's insurance.**

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

**33. 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.

**34. 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.

**35. 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.

**36. 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.

I/WE FULLY AGREE & UNDERSTAND THE ABOVE: \_\_\_\_\_

37. **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.**

38. **“MEGAN’S LAW” DISCLAIMER.** Pursuant to 16-22-112 (2), Colorado Revised Statutes, a local law enforcement agency is authorized to post on its website sex offender registration information of a person from its registration list. The Colorado sex offender registry includes only those persons who have been required by law to register and who are in compliance with the sex offender registration laws. Persons should not rely solely on the sex offender registry as a safeguard against perpetrators of sexual assault in their communities. The crime of which person is convicted may not accurately reflect the level of risk. The Boulder Police Department has not considered or assessed the specific risk that any convicted sex offender displayed on this website will commit another offense or the nature of any future crimes that may be committed. Only information on registered sex offenders allowed to be disclosed under Colorado law appears on this web site. Under state law, some revised sex offenders are not subject to public disclosure, so they are not included on this site. State law does not allow offenses other than the crimes for which the convicted sex offender is required to register to be disclosed here. Extreme care must be taken in the use of information because mistaken identification may occur when relying solely upon name, birth date and address to identify individuals. If you believe that any information on this site is in error, please contact the Boulder Police Department detective division at 303.441.3330. Registered sex offenders are only shown for areas within Boulder Police Department’s jurisdiction. The information on this website may not be used to inflict retribution or additional punishment on any person convicted of unlawful sexual behavior or of another offense, the underlying factual basis of which involves unlawful sexual behavior.

39. **MARIJUANA CULTIVATION POLICY:** Boulder Property Management specifically prohibits cultivation of marijuana (cannabis) for medical or other purposes on all rental properties. Boulder Property Management acknowledges the rights provided by the State of Colorado for licensed medical marijuana patients regarding possession and consumption of marijuana for medical purposes; however, due to potential damage to our rental properties, the possible revocation of rental license and/or the federal confiscation of the physical property, we explicitly disallow any growing or cultivation of marijuana both inside and outside or anywhere on the premises of said rental property managed by Boulder Property Management.

40. **SMART REGS:** The City of Boulder’s “Smart Regs” Ordinance requires all licensed rental properties to achieve a specific level of energy performance. In order to fulfill this requirement, Landlord and Resident agree to cooperate in all phases of this requirement. The parties agree as follows:  
1. An initial audit of your unit will be required. In addition, several other potential installations and/or services may be required to fulfill the city’s requirements. Resident agrees to cooperate to schedule and allow this energy conservation work to be done and further agrees to move any personal possessions requested in order to make areas accessible for the work and audits.  
2. Resident also hereby agrees to allow Landlord to obtain copies of their utility bills from the utility provider. Resident will complete any City and/or County of Boulder Utility Release Forms and forms required by Xcel or any other energy provider for any energy related rebates. In addition, any rebates obtained due to the energy conservation work that is paid for by the Landlord, will be assigned to the Landlord by the Resident.  
3. Resident agrees that if any CFL bulbs are broken, the EPA clean-up guidelines found at <http://www.epa.gov/cfl/cflcleanup.html> will be followed by Resident.  
4. Resident and Landlord agree that any violation of this Addendum is a material violation of the Lease, and Landlord may give a demand for compliance or possession. Landlord may also charge Resident a daily charge of \$130.00 per day until Resident cooperates with Smart Regs Compliance.  
5. In case of any conflict between the provisions of the Lease and this Lease Addendum, the provisions of this Lease Addendum shall govern. This Lease Addendum is incorporated into the Lease executed or renewed between the Landlord and the Resident.

41. **ELECTRICAL:** Boulder Property Management is not responsible for installing any wiring for phone or cable jacks. If your apartment comes with a television and if you break it and/or remove it from the original place it was mounted on the wall, you will be held financially responsible for any and all damages. If the remote to the television is broken or missing you will be charged for the labor and material cost to replace it.

42. **LODGING:** You may not use your dwelling to rent out rooms on a daily basis. You may not charge any rent to any additional lodgers, therefore, any and all tenants residing in your unit must be on a Boulder Property Management lease. It is illegal to have paying guests, and your unit must be used for “permanent resident purposes only.”

43. **UPGRADES:** In the event Boulder Property Management has been requested by the property owner of your residence to do an upgrade; neither the owner nor the management company is required to compensate you with any rent credit.

44. **WARRANTY OF HABITABILITY:** Under Colorado Statute 38-12-503 In every rental agreement, the landlord is deemed to warrant that the residential premises is fit for human habitation. If a landlord breaches the warranty of habitability the tenant must first have sent written notice of the condition and landlord has the right to cure the problem within a “reasonable time.” Boulder Property Management will cure within 30 days of written notice.

45. **HEATING:** Tenants agree to keep Premises at 60 degrees Fahrenheit during all times throughout the term of the lease. Should the Tenant(s) fail to keep the Premises at 60 degrees Fahrenheit and a pipe freezes or breaks Tenant(s) agree to be financially liable for any all damages and fees incurred in full.  
**Initial Here:** \_\_\_\_\_.

46. **INSPECTIONS:** Boulder Property Management reserves the right to inspect your unit at any time deemed necessary by an Employee or Contractor of Boulder Property Management. This may be to determine over occupancy, cleanliness, or for small maintenance concerns. No notice will be required in case of an inspection. If access is denied to your unit you will be charged a trip fee of \$75 and another inspection will be performed at a later date.

47. **RENTING A UNIT Sight Unseen:** Boulder Property Management is always striving to provide an accurate and complete description for each Rental Property. However, we strongly recommend that all potential tenants personally visit the property BEFORE entering into any contract. BPM NEVER RECOMMENDS TAKING A UNIT SIGHT UNSEEN (in other words, without having personally seen the unit). Boulder Property Management will not be held responsible for any issues that may arise due to the differences between the tenants expectations or understanding of the premises as described, and its actual appearance or condition upon taking possession of the unit. Furthermore, the tenant understands that the unit is being rented in “as is” condition. Boulder Property Management will not make any changes or improvements to the condition of the premises, and will not provide any refunds or substitutions in the event of the tenant’s dissatisfaction with the premises after the lease has been signed.

If a Tenant chooses to take a property “Sight Unseen” or by getting a Waive Right to Renew Form signed, Lessor is not required to do a showing of the unit before move-in. Boulder Property Management assumes that all Tenants have seen the unit on their own or are taking it without ever seeing it.

**Initial Here:** \_\_\_\_\_.

\_\_\_\_\_  
Tenant Date Tenant Date

\_\_\_\_\_  
Tenant Date Tenant Date

Boulder Property Management Corp. By: \_\_\_\_\_ Date: \_\_\_\_\_

I/WE FULLY AGREE & UNDERSTAND THE ABOVE: \_\_\_\_\_



**RULES & REGULATIONS TO LEASE CONTRACT**

1. **METHOD OF MONTHLY PAYMENT:** Boulder Property Management will accept multiple checks **until** the 1<sup>st</sup> 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 1<sup>st</sup> 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 Year's Day etc. Late fees are **non-negotiable**. Outstanding balances that are deemed late will be due to Boulder Property Management in certified funds.
3. Tenant(s) shall be charged a minimum fee of \$40.00 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. Payment will be due in certified funds.**
4. Tenant(s) understand that if they do not pay their rent and utilities by the 1<sup>st</sup> of the month, then they may be posted a "Notice To Pay Rent or Quit" on their front door and their account will be charged a minimum \$50.00 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 \$50.00 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 \$75.00 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 until you remove your name from the bill. Be sure to call Xcel at 800-895-4999 to cancel your service at move out. Do not back date utilities. Place in your name as of your move in date.
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 \$75.00 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. We will charge a \$5.00 fee for any lost or stolen mailbox or house key and \$150.00 for any lost or stolen pool key.
9. The Tenant(s) agrees to give Lessor a fifteen (15) day written notice to sublet and understands they will be charged one month's rent to sublet the entire unit. Tenants are responsible for rent until a sublet begins. 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 \$175.00 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 \$325.00 instead of the \$175.00 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 charge per each check re-issued.
11. **Boulder Property Management would like to reiterate that the security deposit is not to be applied towards last month's 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 any time without Lessor's written consent if 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 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. No storage pods are permitted at any time on BPM properties.
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, and excessive utility bills.
16. Damages by third parties or unknown persons are the responsibility of the Tenants.
17. Tenants are responsible for damaged, missing or removed screens and closet doors. If screens are missing they should be noted on the Tenants property condition report. Tenants should be advised that the City of Boulder and other governmental agencies do

not require screens on windows. If an existing screen, and /or screen or storm door, or window is broken or torn, it may be replaced at Landlord's discretion. A screen will not necessarily be installed if it was not there at time of move -in. A request may be made and its replacement will be at the discretion of the landlord.

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, the Tenant(s) will be billed 100% of the cost to have the line cleared. Keep a plunger in your house as you will be charged for the simple task of plunging if maintenance must come to plunge your toilet. DO NOT use any chemical products, i.e. Drano as it will damage the plumbing. If any chemical product is used and damage occurs you will be held financially responsible for any and all damage.

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. Tenants of that unit will be charged 100% of the replacement cost. Obtaining a police report DOES NOT release you from any financial liability.

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 every day. If Tenant(s) is to leave town for more than five days, then the newspaper service MUST BE SUSPENDED TEMPORARILY. 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 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 leased premises will be automatically charged a \$200.00 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 the 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, or any other combustible materials 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 "Kegeerator", a refrigerator that holds a keg, or a large video Arcade game on the premises. BPM will charge the Tenant 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 and fees incurred.

27. Tenant(s) are not allowed to have trampolines, skateboard ramps, slack lines, basketball hoops, ropes, swings, inflatable pools 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. Tenants 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. You will receive set up instructions for your hot tub with your move-in packet. It is the owner's sole discretion to decide to remove or discontinue maintenance at any time during your lease and the rental rate will not be re-negotiated.

**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. Boulder Property Management will not do any repairs and or replacements on any microwaves and air conditioners that are not considered "built -in", within a unit.

33. **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 they are not keeping track of who is paying how much, then the bookkeeper has the discretion to charge the Tenant(s) \$50.00 per hour for his or her services.

34. **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 unless your lease states that renters insurance is required at your specific building.**

35. **Property Condition Report:** 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 Property Condition Report 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 Property Condition Report, since all Tenants are given a Property Condition Report at the time they pick up their keys from Boulder Property Management.

36. **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, Boulder Property Management must be contacted at 303-473-9559 and informed in writing, separate from your Property Condition Report, within seven (7) business days of the time possession of the unit is taken. If the Property Condition Report is received back from Tenant(s) and no written report is received separate from the Property Condition Report, then Boulder Property Management will presume that the Tenant(s) acknowledge that the premises does not contain any conditions constituting or posing a material danger or hazard to the Tenant's life, health or safety. If no Property Condition Report is received back from Tenant(s) to Boulder Property Management and no notice is received from Tenant(s) within seven (7) business days of the time Tenant(s) takes possession of the unit 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.

37. **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.

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).

38. **Sprinkler Systems:** Do not tamper with sprinkler lines or timers or you will be charged the hourly rate it takes a BPM sub-contractor to restore the system to its original condition plus any materials expense, plus damage to grass, bushes, and shrubs due to lack or excessive amount of water.

39. **Smoking:** All Boulder Property Management's properties are designated as NON-SMOKING PROPERTIES. This includes, but is not limited to: cigarettes, marijuana, cigars, etc. Marijuana use is not allowed even if tenant possess a Medical Marijuana card or not. Tenants will be subject to fines and any cost of damage if found in violation. In addition, you may be liable for any actions taken to cure default of mutual enjoyment on behalf of other tenants. Tenants understand and agree that any damage caused by or related to cigarette, pipe, vape, e-cigarette, bong, marijuana, cigar smoking, or any other smoking apparatus or tobacco product shall not constitute ordinary wear and tear. Boulder Property Management will deduct any and all damages associated from tenants' security deposit including cleaning or repairing or any damage caused by or related to any tobacco/marijuana product including, but not limited to deodorizing the property, sealing and painting the walls, ceiling repair, repair or replacing the carpet and pads.

40. **Laundry:** Boulder Property Management is not responsible for any items left in laundry rooms.

41. **Alarm Systems:** Boulder Property Management will not install alarm systems for tenants, and no tenant is allowed to have an alarm installed at any time by any other party than Boulder Property Management.

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

Boulder Property Management Corp. By: \_\_\_\_\_ Date: \_\_\_\_\_

I/WE FULLY AGREE & UNDERSTAND THE ABOVE: \_\_\_\_\_

**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.

\_\_\_\_\_

Tenant

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Tenant

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Tenant

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Tenant

**Addendum C**

**MOLD ADDENDUM**

This Mold Addendum C is made between Boulder Property Management (BPM) and the Tenants of the aforementioned address and is part of the Boulder Property Lease Contract. Except as specifically modified by this Mold Addendum C, the terms of the Lease and any other attachments thereto shall remain in full force and effect.

**Tenant Obligations Regarding Mold**

Tenant shall keep the apartment, particularly the kitchen, bathroom(s), carpets and floors, clean through regular vacuuming, mopping and use of household cleaners.

Tenant shall immediately and consistently remove all visible moisture from all surfaces in the apartment.

Tenant shall periodically inspect all sinks, bathtubs, toilets, shower enclosures, refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, dehumidifiers and air conditioners and the connections, discharge lines and the areas surrounding each, to ascertain whether there are any water leaks or signs of water leaks. Should Tenants neglect to notify BPM of any water leaks, the Tenants could be financially liable for any damages. Tenant should also notify BPM of any missing grout or caulk in tiled areas.

Tenant shall reasonably prevent and shall immediately clean and dry all plant watering overflows, beverage spills, cooking spills, pet urination, and overflows from fixtures and appliances.

Tenant shall ensure that all shower doors and curtains are utilized to prevent water from escaping a tub or shower enclosure.

Tenant shall keep all windows and doors closed during adverse weather and when the apartment is unattended.

In the event of visible accumulation of mold on hard surfaces, Tenant shall immediately clean the accumulated mold and surrounding area with soap or detergent and allow the area to dry. Within 24 hours of the initial cleaning resident shall apply a type of biocide with a towel (such as Lysol Disinfectant or Pine-Sol Disinfectant) in accordance with the product's instructions and labeling.

**Note:** Should tenant wish to use bleach on a solid surface to treat any mold, DO NOT SPRAY!! Please use a disposable towel, use once and throw away. Spraying will cause mold spores to float off the surface and land in other places.

Tenant shall place and store Tenant's personal property to prevent it from becoming wet or damaged in the event of water leakage, backup or flooding.

**Boulder Property Management Obligations Regarding Mold:**

Upon written notification by Tenant, BPM shall within a reasonable time, repair water leaks in the apartment, provided such leaks are not caused by the misuse or neglect of Tenant, or any Occupants, guest or invitees of Tenant, or by any violation of the Lease or this Mold Addendum by Tenant, or any Occupants, guest or invitees of Tenant.

Upon written notification by Tenant, BPM shall within a reasonable time, clean or apply biocides to visible mold on porous surfaces such as sheetrock walls and ceilings, provided such visible mold has not been caused by the misuse or neglect of Tenant, or any Occupants, guest or invitees of Tenant or by any violation of the Lease or this Mold Addendum by Tenant, or any Occupants, guest or invitees of Tenant.

If there is a reason for concern regarding a mold issue BPM will perform a mold test. In the event a tenant requests a mold test outside of extenuating circumstances, the cost of the test will be charged to the tenant. If a mold test is found positive the cost of the test will be paid by the owner.

**Remedies:**

BPM does not warrant or represent that the apartment shall be free from mold.

A breach of this Mold Addendum by Tenant shall be a material violation of the Lease allowing BPM to recover possession of the apartment, following a Demand for Possession or Compliance in accordance with state law, and all other rights and remedies contained in the Lease.

In the event of a breach of this Mold Addendum by BPM, Tenants sole and exclusive remedy shall be to immediately vacate the apartment and Tenant's obligations to continue to pay rent shall terminate on the date Tenant delivers possession of the apartment to BPM. BPM shall in no event be liable for consequential damages such as damages to Tenants personal property, or claims of adverse health conditions associated with exposure to mold.

**Warranties, Indemnifications and Releases:**

Tenant hereby indemnifies and shall hold BPM harmless from any and all claims or causes of action, arising (in whole or in part) from Tenant's breach of the obligations contained in this Mold Addendum.

Tenant hereby releases BPM from any and all claims of Tenant or Occupant for the presence of mold in the apartment, other than claims based on breach of this Mold Addendum by BPM and further releases BPM from any and all claims of consequential damages such as damages to Tenants personal property, or claims of adverse health conditions associated with exposure to mold.

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Tenant Date Tenant Date

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Tenant Date Tenant Date

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Boulder Property Management