THIS FORM OF LEASE WAS PREPARED BY PACKARD AND DIERKING LLC FOR BOULDER PROPERTY MANAGEMENT CORP. AND WAS NOT REVIEWED OR APPROVED BY THE COLORADO REAL ESTATE COMMISSION. THIS IS A LEGAL AND BINDING AGREEMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

Boulder Property Management Corp.
1909 26th Street/Suite # 2A
Boulder, Colorado 80302
(303) 473-9559

Lease Contract

This Lease Contract (this "*Lease*") is entered into this ________________________ between BOULDER PROPERTY MANAGEMENT CORP. a Colorado Corporation ("*BPM*" or "*Lessor*") and the tenants set forth below (collectively, jointly and severally, the "*Tenant*"):

Tenant Name(s) ____

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Tenant Number(s) ____

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Email(s) ____

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1. DESCRIPTION OF PREMISES AND TERM: 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 the Premises (defined below) for the Term (defined below).

A. *Premises*. The "***Premises***" means that certain premises located at ________________________________, apartment or unit #____________________________(if blank, then N/A), located within the County of Boulder, State of Colorado. The Premises shall be used and occupied solely by the above-named Tenant(s) as a private residence and for no other purpose. Tenant acknowledges that the Premises is owned by a third party (the "***Owner***"), and that Lessor is acting as agent for the Owner with regard to the leasing of the Premises.

B. *Term*. The "***Term***" means the term of the Lease commencing on ______________________________ at **12:00PM (Noon)** ("***Commencement Date***") and ending at **11:59PM** on ______________________________ (the "***Expiration Date***"). Tenant shall vacate and surrender the Premises to Lessor no later than 11:59PM mountain time on the Expiration Date. Tenant acknowledges and agrees that: (i) Tenant's agreement to vacate and surrender the Premises to Lessor by the Expiration Date is a material condition to Lessor's agreement to enter this Lease; (ii) Tenant's agreement to vacate and surrender the Premises to Lessor by the Expiration Date is a material covenant of this Lease; and (iii) failure by Tenant to timely vacate and surrender the Premises to Lessor by the Expiration Date, in the condition required by Section 25, constitutes a default of this Lease and a material violation of the terms of this Lease. Tenant understands that a default by Tenant of this Section 1(B) may constitute an unlawful detention of real property pursuant to C.R.S. § 13-40-104. Tenant further understands that, in accordance with C.R.S. § 13-40-101, et seq. and C.R.S. § 38-12-1301 et seq., such unlawful detention of real property, may entitle Lessor to pursue an action for unlawful detainer (i.e., eviction) and recovery of possession of the Premises against Tenant, along with all other remedies allowed under this Lease and applicable law.

C. *Renewal of the Term*. Tenant understands that Lessor provides leasing and property management services for student housing and that all rental terms are intended to provide housing to students beginning at the start of the school year in August of each calendar year and ending the following August. In order to provide timely and accurate rental information for the upcoming school year to current students and new students, Lessor must have an accurate accounting of available rental units by October 15 of each calendar year.

i. <u>Commencement Date: June – September</u>: This subsection (i) shall only apply if the Commencement Date of this Lease (as set forth in Section 1(A) above) occurs within the month of June, July, August, or September.

(a) Tenant may renew the Term for one (1) additional term commencing on the day after the Expiration Date and ending 12 months later provided Tenant timely complies with the requirements of this section. No later than **September 15**, <u>either</u>: (I) Tenant shall send written notice to Lessor electing to renew the Term; or (II) Tenant shall send written notice to Lessor waiving Tenant's right to renew the Term and upon such election Tenant shall have no further rights to renew this Lease. If Tenant fails to deliver notice of renewal or non-renewal, Tenant will be deemed to have elected NOT to renew the Term.

(b) If Tenant timely elects to renew the Term pursuant to subsection (b)(I), Lessor shall send Tenant a new rental agreement for the Premises with reasonable terms designated by Lessor in its discretion for a renewal term to commence on the day following the Expiration Date (a "***Renewal Lease***"). If Tenant does not deliver timely notice of renewal to Lessor, a Renewal Lease may be provided by Lessor provided that Lessor shall have no obligation to provide such Renewal Lease. No later than **October 15**, Tenant shall return the original signed Renewal Lease to Lessor, which must be signed by all Tenants identified within this Lease. If Tenant does not return the Renewal Lease by the deadline set forth in this subsection, or the Renewal Lease is not signed by all Tenants, all Tenants will be deemed to have refused to sign the Renewal Lease and the Term will end on the Expiration Date.

(c) If more than one Tenant occupies the Premises and one or more, but not all Tenants, return the signed Renewal Lease, the renewal will not be enforceable until all non-renewing Tenants also deliver written notice to Lessor agreeing to vacate the Premises at the end of the then-current Term, together with a written waiver of their right to renew the Term. If some, but not all, Tenants timely renew the Term and sign the Renewal Lease, the renewing Tenants shall be solely responsible for the rental and deposits due and owing under the Renewal Lease even if such obligation results in the renewing Tenants paying more during the renewal term than their fractional share of such costs under this Lease.

(d) If Tenant refuses, or is deemed to have refused, to sign the Renewal Lease, or otherwise is deemed to have not renewed the Term, Tenant acknowledges and agrees that: (A) Lessor may immediately offer the Premises to new prospective tenant(s) for a term to commence the day following the Expiration Date; (B) Lessor may enter into new lease agreements on terms acceptable to Lessor that may differ from the terms offered in the Renewal Lease; (C) Lessor shall be authorized to enter the Premises for the purposes of showing the Premises to prospective tenants and purchasers provided Lessor has given Tenant written notice no later than the evening before the day of such entry; and (D) Tenant will vacate and surrender possession of the Premises to Lessor on the Expiration Date. If one or more, but not all, Tenants renews the Lease, Lessor shall have no obligation to market the Premises to new prospective tenants for the purpose of replacing any non-renewing Tenants.

(e) This subsection shall apply only if Tenant timely and properly renews the Term. The Renewal Lease is an extension of, and amendment to, this Lease, and does not replace this Lease. Notwithstanding the date of execution of the Renewal Lease, the terms of this Lease shall control until the day following the Expiration Date of this Lease, and on the day following the Expiration Date of this Lease, the Renewal Lease shall control. Any default of this Lease shall also be a default of the Renewal Lease. In the event of a termination of this Lease, whether as a result of a default by Tenant or otherwise, the Renewal Lease shall be terminated of even date and of no force or effect.

ii. Commencement Date: October – May or less than 12-month Term: This subsection (ii) shall only apply if the Commencement Date of this Lease (as set forth in Section 1(A) above) occurs within the month of October, November, December, January, February, March, April, or May (in which case the Term would be less than 12 months); or if the initial Term of the Lease commences at any other time and is less than 12 full calendar months. In such event, Tenant shall not have the right to renew the Term.

2. RENT: Tenant hereby agrees to pay the entire rental amount for the Term in the amount of $______________________. Tenant agrees to pay to Lessor rent for the Term in the following installments:

$____________________ prorated rent for the **first** month of the Term ________________________________and

$____________________ prorated rent for the **last** month of the Term from the ________________________________and

$____________________ during all other months of the Term.

THE TOTAL PRICE FOR THE RENTAL OF THE PREMISES FOR THE TERM IS $______________________.

The "TOTAL PRICE" set forth above includes the Application Fee, the Administrative Fee, and all monthly rent that will be due and payable during the term of the Lease. The "TOTAL PRICE" ***does not include*** the Security Deposit. For additional information concerning TOTAL PRICE, see Addendum H, attached hereto and incorporated herein by reference.

UTILIY CHARGES MAY VARY AND ARE NOT INCLUDED IN THE TOTAL PRICE. THE TOTAL PRICE ALSO DOES NOT INCLUDE LATE FEES, DISHONORED CHECK FEES, OR OTHER FEES OR COSTS THAT MAY BE CHARGED TO TENANT UNDER THE TERMS OF THIS LEASE, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES INCURRED BY LESSOR AS A RESULT OF TENANT'S DEFAULT AND COSTS OF REPAIRS FOR DAMAGES TO THE PREMISES. THE FOREGOING FEES CANNOT REASONABLY BE KNOWN AT THE TIME THE PARTIES EXECUTE THIS LEASE AND ARE BEYOND THE CONTROL OF LESSOR AS SUCH FEES ARE DETERMINED BY TENANT'S FUTURE ACTIONS OR INACTION. AS A RESULT THE TOTAL PRICE OF SUCH FEES AND COSTS MAY VARY.

A. *Rent Due Date*. Other than payment of the first month's rent which shall be due no later than the first day of the Term, rent and other amounts due hereunder are due on the **1st day** of the month ("***Rent Due Date***"), in advance, without notice or demand.

B. *Late Fees*. If any rent payment is not received by Lessor by the 1st of the month, it shall be deemed late. If any rent payment is not received by the **8th** day after the Rent Due Date (i.e., the 8th of the month), regardless of whether such 8th day falls upon a Saturday, Sunday, or holiday, Lessor will charge a late fee to Tenant in the amount of **5%** of the outstanding late rent payment or **$50**, whichever is greater. For example, if Lessor receives a portion of the rent from one or more but not all Tenants, and the full payment of rent is not received by the 8th day after the Rent Due Date, the unpaid portion of the rent payment will be considered past due and a late fee will be charged against such rent payment. If the total rent payment is not received by Lessor by the Rent Due Date more than two times during the Term, all Tenants will be deemed to have a history of nonpayment of rent pursuant to C.R.S. § 38-12-1303(3)(f). By way of example only, a rent payment for the month of February is due February 1 and would be considered late if not received, in full, by February 8. Late fees may be charged for each month for which payment of rent has not been received by the 8th day after the Rent Due Date. This paragraph shall serve as notice of Lessor's intent to charge the aforementioned late fee automatically on the 8th day after the Rent Due Date.

C. *Form of Payment*. Payment is due in funds which are immediately available to Lessor, provided that cash will not be accepted except as set forth below. Rent payments that are delivered by mail or in person shall be payable to **Boulder Property Management Corp.** and delivered to the following address, or such address as Lessor may designate from time to time in writing:

Boulder Property Management Corp.
1909 26th Street Suite # 2A
Boulder, CO 80302

To avoid lost payments or delays in processing, the address of the Premises must appear in writing on each rent check or other form of payment. Lessor may provide access to an online payment system, provided that such system is considered a courtesy only, and other arrangements for payment must be made if any Tenant does not have access to, or is experiencing issues with, the payment portal. Each Tenant will have one online payment portal. Online payment portals will not be issued to guarantors on the lease. No late fees will be waived due to issues with accessing the online system. Lessor will 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 Lessor'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 are otherwise not received by Lessor. 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 **20th** day of the preceding month for which rent is due and received not later than the **7th** day thereafter.

D. *Application Fee*. Lessor may collect from each Tenant an application fee prior to the execution of this Lease. The amount of such application fee may change from time to time and represents a reasonable estimate of the Lessor's actual costs, or an average of such actual costs incurred by Lessor for similar transactions, in processing Tenant's application, including background checks, communication with Tenant regarding the application, and review of application materials.

E. *Administrative Fee*. On or before the Commencement Date, Lessor will charge to each Tenant a one-time administrative fee of **$250.00** for the purpose of reimbursing Lessor for the costs it incurs after an application has been accepted in connection with the initial set-up of the Lease and Premises for Tenant's occupancy. The amount of such administrative fee is a reasonable estimate of the actual costs incurred by Lessor, or an average of such actual costs incurred by Lessor for similar transactions, in connection with such initial set-up, including, without limitation, Lessor's costs for office supplies and equipment used in connection with the Lease and coordination of transfer of the Premises to Tenant; compensation paid to employees who prepare the Lease and all related documents including any guaranty agreements and disclosures for the Premises, communicate with Tenant, coordinate signatures on the Lease and all related documents, and process utility transfers and delivery of keys; and other costs incurred by Lessor reasonably attributable to the Lease set-up and transfer of the Premises. The administrative fee is non-refundable to Tenant after the Commencement Date. The administrative fee may be refundable to Tenant if this Lease is terminated prior to the commencement of the Term (provided all costs, fees, and other charges are paid to Lessor in connection with such termination as required by this Lease including Section 21(D)).

F. *Dishonored Checks*. 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 Tenant, or the amount of any charges imposed by Lessor's bank, whichever is greater, to defray the costs to Lessor as a result of any payment that is dishonored or returned for non-sufficient funds. Partial 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.

G. *Statements*. 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.

H. *Third Party Service Fees*. Lessor may collect from Tenant a charge of two percent (2%) of the amount that the Lessor is billed or $10 per month, whichever is greater, from any fees for services to the Premises or for the Premises charged to Lessor by third parties. The foregoing limitation shall not apply to the collection of attorneys' fees and court costs by Lessor pursuant to this Lease nor the collection of any costs, charges, expenses, and fees as a result of damages to the Premises or as a result of Tenant's violation of any term of this Lease.

I. *Other Fees and Charges*. In the event of any default of this Lease by Tenant, Lessor may post physical notices at or on the Premises setting forth the default or violation. Lessor may make reasonable requests for documents or other information during the Term from Tenant(s) and any guarantor(s) of this Lease. In the event any Tenant or any guarantor fails to provide such documents or information, and such document or information is material to the Lease (for example, missing signature on lease, missing guarantor liability form, incomplete background check, or incomplete financial records, etc.), Lessor may charge an administrative fee not to exceed **$25.00** per document per person per month until such document or information is received. Lessor reserves the right to collect any other damages actually incurred by Lessor as a result of a default by Tenant under this Lease to the extent such damages may be collected pursuant to applicable law.

3. NOTICE. Unless otherwise specified in this Lease, all notices to Tenant shall be in writing and may be sent by personal delivery, email, first class mail (postage prepaid), certified mail (with return receipt requested), or securely posted on the front door of the Premises. Tenant's address for notice during the Term shall be the Premises. For any notices sent after the expiration of the Term, provided Tenant has returned possession of the Premises to Lessor, Lessor may email or mail any such notice to Tenant's last known address. Notice to one of multiple Tenants shall be considered to be notice to all Tenants. All notices to Lessor shall be in writing and may be sent by personal delivery, email, first class mail (postage prepaid), or certified mail (with return receipt requested) to the address provided below:

Boulder Property Management Corp.
1909 26th Street Suite # 2A
Boulder, CO 80302

Notwithstanding the foregoing, Lessor and its subcontractors may correspond with Tenant via text message for the purpose of scheduling repairs or inspection of the Premises, and such text notice shall be sufficient notice of Lessor's intent to enter the Premises.

4. MAXIMUM OCCUPANCY: Lessor has informed Tenant that no more than ____unrelated individuals are allowed to live in the Premises pursuant to applicable law, including the zoning codes for the City of Boulder. Any verbal statements by Lessor employees in contradiction to this provision will not modify this section nor create a cause of action against Lessor for such statements. Tenants hereby agree and understand and acknowledge they will be held solely responsible for payment of any ticket(s) issued by the City of Boulder, for an over-occupied property.

5. SECURITY DEPOSIT: Tenant will deposit with Lessor a security deposit of $________________ (the "***Security Deposit***") to secure the performance of Tenant's obligations under this Lease, including, without limitation, the full and timely payment of rent, utilities, other lawful charges set forth in this Lease, repair work for damages to the Premises, and repair work for defective conditions at the Premises that exceed 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: ____.
The Security Deposit may be used during the Term to repair any damages caused by the negligence or willful conduct of Tenant or its invitees, including any necessary maintenance, repair, and replacement of the appliances, improvements, fixtures, equipment, and other systems constituting part of, or otherwise serving, the Premises. Tenant shall replenish the Security Deposit within 7 days of written notice from Lessor of any deductions taken from the Security Deposit by Lessor pursuant to this Lease. Lessor shall not be required to keep this Security Deposit in a separate fund but may commingle the Security Deposit with its own funds. Lessor may transfer the Security Deposit to be held by the Owner pursuant to this Lease without notice to Tenant, provided that Tenant may request the name and address of the Owner at any time, provided such request is in writing and delivered to Lessor as allowed by this Lease. If at any time Tenant vacates or abandons the Premises, or if Tenant's right to possession of the Premises is terminated by the Lessor prior to the expiration of the Term, the entire amount of the Security Deposit, up to the remaining rent and other charges due hereunder (or any other amount that may be deducted from the Security Deposit pursuant to applicable law), shall be deemed forfeited and transferred to the current holder of the Security Deposit. Except to the extent of any application of the Security Deposit for nonpayment of rent, utilities, or other charges under this Lease, the transfer of any portion of the Security Deposit to Lessor or Owner shall not be deemed a payment in lieu of any other rent, utilities, or other charges under this Lease and Tenant shall remain responsible for all obligations of Tenant hereunder. Tenant may also be liable to Lessor

for damages and losses in excess of the Security Deposit, and any transfer of the Security Deposit pursuant to this section shall not be deemed a waiver of any rights or Lessor hereunder.

No later than 60 days following the expiration of the Term (or earlier termination of the Lease), the balance of the Security Deposit shall be returned to Tenant at its last known address, *plus* interest accruing on the balance of the Security Deposit as required by the municipal code for the City of Boulder, *less* any unpaid rent and unpaid utilities, *less* any unpaid charges due under the terms of this Lease (including, without limitation, unpaid late fees), and *less* the costs incurred by Lessor for repairs to the Premises. If any deductions are taken from the Security Deposit, Lessor shall provide a written accounting of such deductions and the reasons for the same. Interest will only be earned on the Security Deposit if the Premises is a residential premises located within the City of Boulder. In the event that multiple Tenants are parties to this Lease, unless otherwise agreed by Lessor in its sole discretion, (i) all Tenants agree and understand that only one check will be issued for the balance of the Security Deposit, (ii) such check will have the names of all Tenants, (iii) Lessor will have no responsibility for allocating any portion of the Security Deposit to any one Tenant, such allocation to be handled solely as between the Tenants, and (iv) the Security Deposit and the required notice hereunder will be mailed to the last known address of the first Tenant listed above, and if no such address was provided to Lessor, to the last known address of any Tenant supplying such information to Lessor.

If Tenant fails to provide a last known address to Lessor, Lessor shall hold the Security Deposit in accordance with applicable law, and upon receipt of written notice from Tenant with an updated address for Tenant, Lessor will reissue the refund check provided that Tenant acknowledges that Lessor's actual costs will be deducted from the Security Deposit for any fees incurred by Lessor for the reissuance of the refund check. In the event Tenant does not provide Lessor with an address to send the refund check within one (1) year after the expiration of the Term or earlier termination of the Lease (or such longer period of time as required by applicable law), Lessor shall retain the remainder of the Security Deposit and Tenant shall have no further rights to the Security Deposit.

In the event Lessor has agreed to allow Tenant to sublease the Premises, Lessor will retain the Security Deposit until the expiration of the Term of this Lease (or earlier termination of the Term pursuant to this Lease). Lessor will only return the balance of the Security Deposit to the Tenant (not the subtenant) unless Lessor has received written permission from the Tenant and the subtenant to do otherwise.

Tenant further agrees that the Security Deposit shall not be construed as, nor shall it be applied to, the last month's rent without Lessor's prior written consent. If the balance of the Security Deposit at the end of the Term is insufficient to cover the balance remaining for rent, fees, damages, and other charges paid by Tenant hereunder, Lessor may retain a third-party collection agency to collect such unpaid amount from Tenant if such unpaid amount is not received by Lessor within 30 days after written notice from Lessor.

Notwithstanding any contrary term under this Lease, the following fees, charges, costs, and expense will be deducted from the Security Deposit prior to any refund to Tenant:

AUTOMATIC DEDUCTIONS FROM SECURITY DEPOSIT:

1. UNPAID AMOUNTS: The following amounts shall automatically be deducted from the Security Deposit: (i) unpaid rent, (ii) unpaid utility charges, (iii) unpaid late fees or other charges due hereunder, and (iv) Lessor's costs incurred in repair damages to the Premises.
2. DRIP PANS: If the drip pans are stained or otherwise damaged beyond repair or ability to clean, Lessor will purchase and replace the drips pans if Tenant does not do so by move-out and the cost of all replaced drip pans will be deducted from the Security Deposit.
3. CARPET CLEAN: Tenant agrees to return the Premises with carpets cleaned to substantially the condition that existed on the Commencement Date, normal wear and tear excepted. Tenant acknowledges that certain carpet cleaning services may leave moisture within the carpet or the pad which may damage the carpet, the floorboards, the subflooring, or may create mold and other conditions that are harmful or dangerous to the health of future occupants of the Premises and surrounding units. Tenant agrees not to clean the carpets with carpet cleaning equipment, and further agrees to only have the carpets cleaned by a professional carpet cleaner approved by Lessor in its reasonable discretion. Tenant shall provide written proof to Lessor that the carpets were cleaned after the removal of all Tenant's personal property. In the alternative, Tenant may elect to allow Lessor to have the carpets professionally cleaned after Tenant vacates the Premises using a professional carpet cleaner in Lessor's discretion, and in such case, Lessor will withhold the costs of the professional carpet cleaning from the Security Deposit. The costs for professional carpet cleaning will be determined by the costs actually incurred by Lessor at the time of the cleaning.
4. CLEANING: Tenant is required to surrender the Premises to Lessor in clean condition, substantially to the cleaning standard as existed on the Commencement Date, normal wear and tear excepted. If Tenant fails to surrender the Premises in such clean condition, following move out, Lessor will clean the unit/apartment at Tenant's expense, if deemed necessary by Lessor in its reasonable discretion and the costs for such cleaning shall be deducted from the Security Deposit.
5. RE-KEY: Tenant agrees that it shall not copy any keys provided to Tenant without Lessor's prior written consent which may be withheld in its reasonable discretion. Tenant must return all keys to Lessor upon surrender of the Premises following the expiration of the Term or earlier termination of the Lease. If any keys are not returned, or Tenant damages any locks, or Tenant copies any keys without Lessor's prior written consent and does not return such copies to Lessor; Lessor will charge Tenant for the costs of rekeying the Premises and such costs will be deducted from the Security Deposit.

OTHER POSSIBLE DEDUCTIONS FROM SECURITY DEPOSIT:

1. ABANDONED ITEMS: Tenant will be required to remove all personal items from the Premises no later than the expiration of the Term. Tenant shall be charged Lessor's actual costs to remove any and all personal items left behind after the move-out date, together with all storage fees if Lessor is required by applicable law to store any personal property for a specific time.
2. DAMAGE TO FLOORING: Tenant will be responsible for the costs to repair damage to flooring beyond normal wear and tear, including any burns, marks, stains, indentations, bleach stains or damage of any kind to the carpet, vinyl floor, tile, subflooring, and any other flooring in the Premises (or appurtenant to the Premises such as a balcony or landing).
3. DAMAGE TO PAINT: Tenant shall remove all items from the walls at the end of the Term or earlier termination of the Lease, including all nails, screws, and other hardware for hanging items on the wall. Tenant will be responsible for the costs to repair and repaint damages to the walls caused by Tenant beyond normal wear and tear. It will be deemed a damage beyond normal wear and tear if Tenant leaves nails, screws, or

other hardware for hanging items on the wall, and if such hardware have been removed, any holes remaining in the walls are damages beyond normal wear and tear.

4. MISSING KEYS: Tenant will be charged $15.00 per key for any key not returned to Lessor for an area or mailbox that cannot be re-keyed as described above (including, without limitation, keys to common areas such as laundry rooms or exercise rooms, and mailbox keys).
5. TRASH: Tenant will be responsible for the costs to remove all debris, rubbish and discards that Tenant did not remove from the Premises.
6. LIGHT BULBS: Tenant shall replay burned out light bulbs with compact florescent light (CFL) not to exceed (60 Watts). Tenant shall replace vanity bulbs with similar vanity bulbs at Tenant's expense. Tenant will be responsible for the costs to replace any burnt-out light bulbs.
7. DAMAGE TO PREMISES: Tenant will be responsible for the costs to repair damages to the Premises beyond normal wear and tear including, without limitation, all damages caused during the removal of Tenant's property from the Premises and damages caused by a pet (including pets allowed, or not allowed, in the Premises under the terms of this Lease).
8. SERVICE FEE: In the event any repairs, cleaning, or other maintenance must be performed by Lessor during or after expiration of the Term, Lessor will be entitled to collect a reasonable administrative fee as compensation to Lessor for the additional time required to be spent for such activities. Such fee will not exceed 2% of the amount billed to Lessor or $10 whichever is greater.

EACH OF THE TENANT(S) HAS REVIEWED AND FULLY AGREES AND UNDERSTANDS THE ABOVE TERMS AND PROVISIONS REGARDING THE SECURITY DEPOSIT:

____

TENANT ACKNOWLEDES THAT THE TOTAL PRICE OF ANY FUTURE DEDUCTIONS TO THE SECURITY DEPOSIT CANNOT REASONABLY BE KNOWN AT THE TIME THE PARTIES EXECUTE THIS LEASE AND ARE BEYOND THE CONTROL OF LESSOR. FACTORS THAT DETERMINE THE TOTAL PRICE INCLUDE, WITHOUT LIMITATION, (1) FUTURE ACTIONS BY TENANT CAUSING DAMAGE, DETERIORATION, OR UNCLEANLINESS OF THE PREMISES BEYOND NORMAL WEAR AND TEAR, (2) COST OF REPAIR SERVICES MAY VARY IN THE FUTURE BASED UPON MARKET CONDITIONS NOT CONTROLLED BY LESSOR, INCLUDING INFLATION, (3) TENANT'S REFUSAL TO PAY FOR ALL OR A PORTION OF RENT IN THE FUTURE WHICH IS NOT CONTROLLED BY LESSOR, OR (4) OTHER DEFAULT OF TENANT UNDER THIS LEASE FOR WHICH A FEE OR CHARGE MAY BE IMPOSED, OR FOR WHICH LESSOR IS ENTITLED TO REIMBURSEMENT ACCORDING TO THE TERMS HEREOF. FOR THE FOREGOING REASONS, THE TOTAL PRICE OF DEDUCTIONS TO THE SECURITY DEPOSIT MAY VARY.

6. UTILITIES: All charges for utilities or other 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 pro rata 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).

These utilities cannot be disconnected **until the last day of the Term** even if Tenant no longer resides in the Premises. If utilities are disconnected early, Tenant shall be in default of this Lease and shall remain responsible for all unpaid utility charges through the end of the Term. All additional utilities and services not named below (i.e., internet, cable, phone, etc.) are paid by Tenant directly to the company providing said services. Tenant is responsible for all overuse or high usage charges provided that Tenant shall not have the right to dispute any overuse or high use charges imposed by the utility company and shall pay all such charges in full promptly upon receipt of a bill for such charges.

For any utilities in the name required to be transferred to the name of Tenant, Tenant shall pay all charges for utilities directly to the corresponding utility company. If Tenant fails to transfer the utilities into their name by the first day of the Term, Lessor will pay the utilities and bill it back to the Tenant, and will charge the Tenant a fee equal to 2% of the utility costs billed to Lessor or $10 whichever is greater. If utilities are unpaid exceeding $200.00 at any time, Tenant shall pay all fees and charges incurred by Lessor as a result of such nonpayment together with a fee equal to 2% of the utility costs billed to Lessor or $10 whichever is greater. The following utilities must be transferred into Tenant's name no later than the Commencement Date.

Utility Charge	In Tenant's Name	Billed Back to Tenant by Lessor
Gas	☐	☐
Electric	☐	☐
Water	☐	☐
Trash	☐	☐
Common Utilities	☐	☐

Tenant will pay to Lessor all utility charges for utilities paid directly by Lessor and apportioned to the Premises. Such utility charges shall be paid to Lessor with Tenant's payment of monthly rent. Lessor may charge Tenant a service fee for any utilities paid directly by Lessor, provided that such service fee shall not exceed 2% of the utility costs or $10 whichever is greater. In the event any common area utility charges are separately billed to the Premises, Tenant shall be responsible for such utility charges, provided that any such common area utility charges paid directly by Lessor shall be payable by Tenant with monthly rent together with a service fee to Lessor not to exceed 2% of the utility charges or $10 whichever is greater.

If Tenant receives a Section 8 voucher, Tenant's utilities will be due with Tenant's rent as stated previously. If Tenant's utilities are in arrears for more than 2 months and the outstanding balance is over $200.00 this may be grounds for eviction subject to applicable law.

Tenant is hereby informed that in certain areas in the City of Boulder, occupants are required to have bear-proof trash containers and fines may be imposed for failure to follow such requirements or failure to close trash containers. Please refer to the City of Boulder website at www.boulderwildlifeplan.net. Per the City of Boulder, all properties are required to have compost and recycling. 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, composting, or recycling ordinances will be paid by Tenant.

7. PETS: No pets other than service animals or emotional support animals as allowed by Colorado law are permitted on the Premises at any time except as noted in this section. If Lessor has allowed pets, Tenant and Lessor will execute a separate pet addendum in the form attached hereto as **Addendum F** that may require, among other things, the payment of a separate rent for the pet(s) ("Pet Rent"). All Tenants on the lease must sign this addendum for all non-service or non-emotional support animals, otherwise it is null and void. If any unauthorized animal is found on the Premises, Tenant will receive a warning. If any unauthorized animal is found on the Premises after the warning, a $100.00 fine per occurrence will be issued. Visiting pets of any kind are never allowed, are a direct violation of this Lease, and the aforementioned fees will apply. Tenant agrees to pay for any and all damages caused by the pet.

IN CASE OF ALLERGIES, Lessor does not represent or warranty that the Premises has remained free of pets or other animals, and cannot guarantee that the Premises are "pet free" or "allergy free." Lessor will not honor any requests to: replace flooring, paint unit or make any other accommodations as a result of any allergy suffered by Tenant at the Premises as a result of the presence (or former presence) of animals within the Premises.

Lessor may remove waste from the Premises generated by pets, emotional support animals, and services animals at any time during the Term in Lessor's sole discretion. Tenant will be solely responsible for all costs of such removal.

8. 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. Recreational or camping vehicles are never allowed on the Premises. 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 of whether or not Tenant has a parking permit. Tenant must contact Lessor in order to have any vehicle towed, or else Tenant will pay 100% of the towing expense. Tenant is solely responsible for obtaining any street parking permit as may be required by the City of Boulder or any association governing the Premises.

Private parking at the Premises is provided as follows: ______________________________

Note: For Those Premises With Assigned Parking Spaces: Should Lessor 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.

9. 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 (if any) caused by the negligence or willful acts of Tenant, its guests, agents, employees, and invitees, and any unknown person accessing the Premises as a result of any act or omission of Tenant. Tenant is responsible for plunging toilets on Premises during the Term. Excessive damage to the Premises by Tenant, members of Tenant's household, or guests shall be grounds for eviction.

10. SPECIAL PROVISIONS:

I/WE FULLY AGREE & UNDERSTAND THE ABOVE SPECIAL PROVISIONS:

11. LIQUIDATED DAMAGES. Tenant acknowledges and agrees that, as set forth under this Lease, certain fees will be charged to Tenant upon Tenant's or any guarantor's failure to timely comply with the requirements of this Lease, including, the fees charged by Lessor described in following sections: (i) Section 2(F) (*Other Fees and Charges*), (ii) Section 5 (Security Deposit), but only administrative and/or management fees charged in relation to the handling of the Security Deposit and any refund thereof, (iii) Section 6 (Utilities), (iv) Section 15 (DELIVERY OF POSSESSION), (v) Section 16 (USE RESTRICTIONS), (vi) Section 17 (ENTRY), (vii) Section 20 (GUESTS / VISITORS), (viii) Section 21 (SUBLEASING, ASSIGNMENT, ROOMMATE CHANGES, ROOMMATE ADD ON/REMOVAL, BREAKING LEASE), (ix) Section 22 (LOCK OUT / LOCK CHANGE), (x) Section 26 (MOVE-IN / MOVE-OUT / HOLDOVER / EFFECT OF HOLDOVER / EVICTION), (xi) Section 46 (HEATING), and (xii) any other provision proscribing a fee, fine, or charge under this Lease.

With regard to all such fees, fines, and charges, each of the parties acknowledges and agrees that (i) all such fees, fines, and charges are considered liquated damages, (ii) such liquated damages constitute an estimate of the expenses which Lessor will incur, which amounts would otherwise be difficult, if not impossible, to determine with exactitude at the time this Lease is signed by the parties, (iii) such liquidated damages are not penalties nor are they intended to penalize Tenant for breach of this Lease, and (iv) that the amount of all such liquidated damages is reasonable and not disproportionate to the damages to be, or that would have been, incurred by Lessor.

12. GUARANTOR LIABILITY AGREEMENT: Lessor may require a guaranty of this Lease from one or more guarantors acceptable to Lessor in its sole discretion. Such guarantor(s) shall be required to sign and return to Lessor a Guarantor Liability Agreement in a form required by Lessor in its sole discretion. If Tenant enters into a lease contract with Lessor, and is under the age of 18, then Lessor will consider this willful intent and all under-18 Tenant(s) and over-18 Tenant(s) will be legally and financially obligated contractually to the fullest extent of the law. This Lease shall be contingent upon Lessor's receipt of all Guarantor Liability Agreement(s) and related documents no later than the day prior to the first day of the Term, and if such contingency has not been satisfied as of such date, (i) Lessor shall be entitled to retain 100% of the Security Deposit, (ii) Tenant shall have no right to possess the Premises, (iii) Lessor may advertise and relet the Premises without terminating this Lease, (iv) Tenant shall be responsible for all rent and other fees and charges until the date that the Premise are relet, and (v) Tenant shall be responsible for the difference between the rent to be paid by the replacement tenant(s) and the rent under this Lease if the rent hereunder is greater. **NO TENANT SHALL BE GIVEN ENTRY TO UNIT UNTIL ALL NECESSARY GUARANTOR LIABILITY AGREEMENTS HAVE BEEN RECEIVED BY LESSOR**. Notwithstanding the requirement of any guarantor of this Lease, this Lease is a legal contract between Lessor and the Tenant, no notices shall be sent to any guarantor except as required by the Guarantor Liability Agreement, Lessor reserves the right to communicate only with the Tenant(s), any communication with guarantor is merely a courtesy, and any future communications may be solely between Lessor and Tenant.

13. ACCEPTANCE OF LEASED PREMISES: Tenant fully understands and agrees that it accepts the Premises in its "AS IS" "WHERE IS" condition WITH ALL FAULTS. Tenant is responsible for verifying the condition of the Premises prior to the beginning of the Term. Lessor will not be responsible for any updates, repairs, renovations, or other work at the Premises following the commencement of the Term except as required by this Lease and applicable law. Tenant is encouraged to view the Premises prior to the Commencement Date provided that if Tenant executes this Lease without first viewing the Premises, this provision shall still apply, Lessor shall have no liability for any condition not acceptable to Tenant, Lessor shall have no obligation to provide a viewing of the Premises prior to the Commencement Date, and Tenant shall be responsible for all obligations of Tenant hereunder.

14. PROPERTY CONDITION REPORT: Tenant shall complete a "Property Condition Report" provided by Lessor prior to the start of the Term. Tenant shall describe all damages to the Premises existing prior to the commencement of the Term. Tenant must return such report to Lessor within seven (7) days of occupancy. **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. Tenant SHALL NOT use the check-in sheet for notating the cleanliness of the unit; this form is only to notate the physical condition of the Premises.** If the Property Condition Report is not timely returned to Lessor, the Premises will be deemed acceptable to Tenant without damage or other condition, and Tenant will be solely responsible for all damages existing as of the move-out date even if such damages predated the Term.

15. DELIVERY OF POSSESSION: In the event Lessor is unable to deliver possession of the Premises on the Commencement Date as a result of any cause or reason beyond the control of Lessor, including any existing occupant failing to timely vacate the Premises and return the same to Lessor, Lessor shall not be liable to Tenant for any damages and shall not be in default of this Lease, provided that all rent due hereunder shall be abated during such period of delay.

16. USE RESTRICTIONS: Tenant agrees to the restrictions on use of the Premises set forth in this Lease. In the event Tenant or its invitees fail to comply with the restrictions set forth in this section, Tenant will be assessed one or more fines according to the following schedule: (i) First Offense-$100.00; Second Offense-$250.00; Third Offense-$500.00. The fines set forth in this section are in addition to any other fees charged by Lessor under this Lease. Tenant acknowledges that law enforcement may separately issue fines in connection with violation of these restrictions, and that such fines are in addition to the fines charged by Lessor hereunder. **NO PRIOR NOTICE IS REQUIRED PRIOR TO THE IMPOSITION OF THE FINES DESCRIBED HEREIN FOLLOWING TENANT'S FAILURE TO COMPLY WITH THE RESTRICTIONS SET FORTH IN THIS SECTION.**

(A) Prohibited Exterior Storage: Tenant shall not place anything on balconies, patios, front steps, in windows (including air conditioning units, 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. Tenant shall not store indoor (upholstered) furniture outside of the Premises, including on porches, decks and lawns, and driveways.

(B) Prohibited Items: Tenants are not allowed to have any of the following anywhere on or in the Premises: ping-pong tables, beer-pong tables, trampolines, skateboard ramps, slack lines, basketball hoops, ropes, swings, hammocks hung on trees, temporary inflatable or permanent pools. If any of these items are seen by Lessor's agent, any of the foregoing prohibited items may be removed from the Premises by Lessor at Tenant(s) expense.

(C) City of Boulder Restrictions: Tenant acknowledges receipt of the City of Boulder's required disclosures, a copy of which is attached hereto as **Addendum B** and incorporated herein by reference. Tenant has reviewed and is familiar with these disclosures. Tenant shall not violate any of the terms of the statutes and regulations set forth in such disclosures. Lessor may conduct periodic but random exterior inspections of the Premises to confirm Tenant's compliance with the City of Boulder's ordinances as stated in Addendum B.

(D) Trash: Tenant shall 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 Premises. Lessor reserves the right at any time during the Term to have the Premises cleaned at the expense of all the Tenants living on the Premises. If the City of Boulder imposes a fine against Tenant, Lessor, or the Owner for any waste or trash violation (e.g., trash cans left on the street, illegal dumping, excessive trash, failure to have bear-proof trash cans, any trash, recycling, or compose bins left open and/or contaminated), including any violation caused by a person other than Tenant, Tenant will be responsible for paying any and all fines, including the fines imposed by Lessor.

(E) Mutual Enjoyment & Use: Tenant shall not interfere with the lawful and proper use and enjoyment of the building or any part thereof by Lessor, its agents, or employees. Tenant shall not interfere with the lawful and proper use and enjoyment of other leased units in the building or common areas of the building.

(F) Noise: 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 other residents of the building or at such level as to be heard in adjacent buildings or to become a nuisance or disturbance to any persons. Tenant shall not violate the city's noise ordinance.

(G) Temporary Occupancy: Subject to the other conditions of this Lease, Tenant may conduct private parties within their own unit as long as it does not exceed the maximum number of occupants as stated by the City of Boulder fire codes, or as long as it does not violate any health orders at the time.

(H) Smoking: Smoking and vaping is strictly prohibited within the Premises, including cigarettes, marijuana, tobacco, and similar products. Smoking and vaping is prohibited on the lawn of the building where the Premises are located.

(I) Vehicles: Tenant agrees not to repair any motor vehicle nor store any inoperable vehicle (including cars and motorcycles) 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.

(J) Violation of Applicable Law: The undersigned Tenant acknowledges 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 Premises may expose the Lessor to substantial penalty and loss and substantially endanger the property of the Lessor. Tenant hereby agrees to abide by all federal, state and local regulations, laws and ordinances, including, but not limited to those referenced in this Lease, and shall cause any other person at the Premises to do the same.

(K) Substantial Violations: Tenant shall not commit, nor allow any invitee to commit, a "substantial violation" as defined by C.R.S. § 13-40-107.5. Tenant acknowledges that the occurrence of a substantial violation may entitle the Lessor to possession of the Premises, following delivery of a notice to quit the Premises pursuant to applicable Colorado law. All Tenant(s) shall ensure that all invitees and guests comply with the restrictions of this section.

17. ENTRY: Tenant agrees that at all times reasonable during the Term , Lessor or its agents may enter the Premises for purposes of inspection, preventive maintenance schedules, cleaning, repairs, improvements, or to show the same to a prospective new tenant or purchaser. Lessor also reserves the right to enter the Premises, without notice, if there is an emergency. If Tenant(s) have made a maintenance request from Lessor, the subcontractors may or may not contact Tenant(s) before entering the unit. If Lessor requires access to the Premises and has provided prior written notices, but cannot enter the Premises as a result of Tenant's denial of entry, or as a result of an authorized or unauthorized pet, Tenant will be charged a fee equal to the costs charged to Lessor as a result of such denial of entry by any third party provided that Lessor may charge a service fee in connection with such costs not to exceed 2% of such costs or $10 whichever is greater. Lessor or its contractor(s) may enter the Premises even if Tenant is not present.

18. SIGNS: Lessor shall have the right at all times to display signs on the Premises for the purpose of advertising the Premises, or the building, for sale or lease.

19. NEGOTIATIONS / CHANGE IN LAW. Each of Lessor and Tenant have reviewed and are familiar with the terms of this Lease, have each had sufficient opportunity to negotiate such terms, and each had sufficient time to consult with legal and other advisors concerning the terms hereof. It is not the intention of either Lessor or Tenant to circumvent any existing or future laws governing residential lease agreements or residential leasing transactions in general. All provisions of this Lease requiring performance of certain obligations by Tenant, or prohibiting certain acts by Tenant, shall, in each case, be interpreted to only require Tenant's performance, or restrict Tenant's actions, in accordance with the limits proscribed in applicable law.

20. GUESTS / VISITORS: Tenant agrees not to allow any other persons to occupy or reside at the Premises except in the case of temporary visits of friends or guests. Only those Tenants named on the first page and signature page(s) of this Lease are allowed to reside at the Premises. Tenant shall not allow more than one overnight guest to stay at the Premises more than seven (7) days per month without written consent of Lessor, which may be withheld in its sole discretion. 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 the number of unrelated people set forth in Section 4 (MAXIMUM OCCUPANCY) to occupy the Premises as allowed by such ordinance. The City of Boulder requires that Lessor report any known over-occupancy of the Premises. Should the Lessor discover any person(s) other than the Tenant(s) living at the Premises, Lessor may charge additional rent in the amount of $100 per additional person per day for each day the violation continues provided that acceptance of such rent shall not be deemed Lessor's consent to such additional person(s). Failure to comply with this provision is a default of this Lease even if the additional rent is paid.

21. SUBLEASING, ASSIGNMENT, ROOMMATE CHANGES, ROOMMATE ADD ON/REMOVAL, BREAKING LEASE:

A. Request to Assign (ALL TENANTS): In the event all Tenants seek to vacate the Premises prior to the expiration of the Term, Tenants shall deliver written notice to Lessor no less than 30 days before Tenants vacate the Premises. Lessor may grant or deny such request in its sole and absolute discretion. If Lessor consents to such request, Lessor may designate one of the options below in its sole discretion.

i. **Option 1 (Lease Assignment - Liability):** Lessor may allow Tenant the right to assign the Lease to new tenants, provided that the original Tenants will remain liable for the obligations of "Tenant" if Lessor determines in its sole discretion that Tenants should not be released from their liability hereunder. If Lessor consents to such assignment, Lessor may require the execution of a separate agreement between original Tenants, the new tenants ("***Assignees***"), and Lessor in a form acceptable to Lessor in its sole discretion.

ii. **Option 2 (Lease Assignment - No Liability):** Lessor may allow Tenants the right to assign this Lease if Lessor determines in its sole discretion that Tenants should be released from their liability hereunder. If Lessor consents to such assignment, Lessor may require the execution of a separate agreement between original Tenants, the Assignees, and Lessor in a form acceptable to Lessor in its sole discretion. The following will apply (provided that conflicts between this Lease and the separate written agreement will be resolved in favor of such separate written agreement):

If Lessor consents to either Option 1 or Option 2, as applicable, Tenant is advised that the following conditions may apply in Lessor's sole discretion (the "***Tenant Change Conditions***"):

(1) Tenants will **remain liable** for the original terms of this Lease or may be released from liability in Lessor's sole discretion;
(2) All proposed Assignees will be required to submit an application with Lessor for occupancy of the Premises and Lessor may reject any proposed Assignee(s) for any reason (subject to applicable law);
(3) If Lessor does not accept an application for one or more Assignees, Tenant may propose a replacement Assignee, but additional costs will apply that will be Tenant's responsibility;
(4) Lessor may require an additional deposit from Tenants or Assignees, and the additional deposit along with the Security Deposit may be held until the end of the Term notwithstanding the assignment of the Lease to the Assignees;
(5) Lessor may require as a condition to its consent to assign the Lease, in Lessor's discretion, that certain additional payments be made, including, without limitation, additional rent, costs for background checks, application fees, repayment of rent concessions, delivery of new or additional guaranties, and/or costs of turning over the Premises to Assignees (including cleaning and lock change fees);
(6) Assignees will be accepting the Premises in "AS IS" "WHERE IS" condition WITH ALL FAULTS;
(7) Lessor will not conduct an inspection of the Premises;
(8) Any damages caused by the Assignees will be the joint and several obligation of Assignees and the original Tenants;
(9) Assignees and Tenants will be responsible for paying all rents, utility charges, and other fees due under this Lease to Lessor on the dates required by this Lease;
(10) Where Tenants remain liable for the Lease obligations, Tenants will pay a fee to Lessor in the amount of 50% of the then-currently monthly rental as a condition to the enforceability of the assignment of Lease;
(11) Where Tenants remain liable for the Lease obligations, Tenants will pay a fee to Lessor in the amount of 100% of the then-currently monthly rental as a condition to the enforceability of the assignment of Lease; and
(12) No assignment shall be enforceable unless and until all documents required by Lessor for the assignment are signed by all Tenants, Assignees, and Lessor (if applicable), and such fully executed documents are delivered to Lessor.

B. **Permanent Roommate Change**: Any Tenant may submit a written request to Lessor for a permanent roommate change whereby ONE Tenant on the Lease is exchanging their place for ONE new tenant. All vacating and remaining Tenants must agree to this request or the request will be deemed void. Lessor may withhold, condition, or delay its approval or denial of such request in its sole discretion. In all cases, a new proposed tenant must submit an application to Lessor in the form provided by Lessor. If Lessor agrees to such request, Lessor will notify Tenants, in its sole discretion, as follows: (i) if the vacating Tenant will remain liable for the terms of this Lease, a one-time fee of **$175.00** will be assessed; or (ii) if such vacating Tenant will be released from the Lease, a one-time fee of **$325.00** will be assessed. A permanent roommate change will permanently remove the vacating Tenant from the Premises provided the new tenant and current Tenant executes and delivers to Lessor a signed agreement in a form required by Lessor in its sole discretion whereby the new tenant assumes all obligations of Tenant. If approved, the roommate change shall not be effective until all documents have been duly executed and delivered to Lessor, all fees required by Lessor have been paid in full, remaining Tenant(s) have paid the vacating Tenant its pro rata share of the Security Deposit and provided Lessor with evidence of such payment, and new tenant has delivered its pro rata share of the Security Deposit to Lessor.

C. **Temporary Roommate Change:** Any Tenant may submit a written request to Lessor for a temporary roommate change whereby ONE tenant on the Lease is exchanging their place for ONE new tenant, but such vacating Tenant intends to return to the Premises and such replacement tenant intends to leave the Premises as of the same future date. All vacating and remaining Tenants must agree to this request or the request will be deemed void. Lessor may withhold, condition, or delay its approval or denial such request in its sole discretion. In all cases, a new proposed tenant must submit an application with Lessor in the form provided by Lessor. If Lessor agrees to such request, the vacating Tenant will remain liable for the terms of this Lease and a one-time fee of **$175.00** will be assessed. The new tenant and existing Tenant must deliver to Lessor a signed agreement on the form required by Lessor in its sole discretion whereby the new tenant assumes all obligations of Tenant under this Lease. If approved, the roommate change shall not be effective until all documents have been duly executed and delivered to Lessor and all fees required by Lessor have been paid in full.

D. **Additional Tenant**: Tenants may submit a written request to Lessor for the addition of one or more additional tenants to the Lease. All Tenants must agree to this request or the request will be deemed void. Lessor may withhold, condition, or delay its approval or denial of such request in its sole discretion. In all cases, a new proposed tenant must submit an application to Lessor in the form provided by Lessor. Lessor may require an additional Security Deposit as a result of the addition of a new tenant, or may place any other condition on the effectiveness of such addition in its sole discretion. If Lessor agrees to such request, a one-time fee of **$200.00** will be assessed and the new tenant and existing Tenant must deliver to Lessor a signed agreement on the form required by Lessor in its sole discretion whereby the new tenant assumes all obligations of Tenant under this Lease. The addition of a new tenant shall not be effective until all documents have been duly executed and delivered to Lessor and all fees required by Lessor have been paid in full.

E. **Removal of Tenant**: Any Tenant may submit a written request to Lessor to be removed from the Lease. All Tenants must agree to this request or the request will be deemed void. Lessor may withhold, condition, or delay its approval or denial of such request in its sole discretion. Lessor may require an additional Security Deposit as a result of the removal of a Tenant, or may place any other condition on the effectiveness of such removal in its sole discretion. If Lessor agrees to such request, a one-time fee of **$200.00** will be assessed, provided that the removal of a Tenant shall not be effective until all documents have been duly executed and delivered to Lessor, including a written release agreement in a form acceptable to Lessor in its sole discretion, and all fees required by Lessor have been paid in full.

F. **Vacating Tenants:** Tenants acknowledge that any decision to vacate the Premises will not entitle such Tenants to a return of the Security Deposit until the end of the Term, as the same may be renewed. In the event any Tenant(s) are allowed to vacate the Premises early, in Lessor's sole discretion, the remaining Tenant(s) must pay the vacating Tenant(s) the vacating Tenant(s) pro rata share of the Security Deposit paid by such vacating Tenant(s). It is the responsibility of the vacating Tenant(s) to notify Lessor in writing if vacating Tenant(s) did not receive their pro rata share of the Security Deposit. Lessor may agree to return a portion of the Security Deposit to such vacating Tenant(s) in its sole discretion, provided that the remaining Tenant(s) and/or replacement Tenant(s) must first deposit funds with Lessor in the amount of such partial refund to be paid to the vacating Tenant(s), together with an administrative fee of **$200.00**. Return of the pro rata share of the Security Deposit to a vacating Tenant is still subject to the automatic and potential deductions described in Section 5 (Security Deposit). Notwithstanding the foregoing, no Tenant will be released from liability hereunder until all documents have been duly executed and delivered to Lessor, including a written release agreement in a form acceptable to Lessor in its sole discretion, and all fees required by Lessor have been paid in full.

G. Lease Termination: If all Tenants seek to terminate the Lease after signing this Lease but prior to the start of the Term, Tenants shall send written notice to Lessor of such request. Lessor may withhold, condition, or delay its approval or denial of such request in its sole discretion. After the Term, Tenants shall not be allowed to terminate the Lease under any circumstances. If Lessor approves Tenant's request to terminate this Lease, this Lease shall terminate upon the satisfaction of the following conditions: (i) Tenants shall pay a termination fee as follows: **Studio / 1 bedroom - $1000.00; 2 bedroom - $1700.00; 3 bedroom - $2300.00; 4 bedroom - $2800.00**, (ii) Lessor has leased the Premises to new tenants acceptable to Lessor in its sole discretion, and (iii) Tenants have paid to Lessor all rent, utilities, maintenance, and repair of the Premises as required under this Lease through the day prior to the start of the term of the new lease to new tenants. Following a termination request, Lessor may immediately advertise the Premises for lease to new tenants. Tenants acknowledge and agree that the nature of the Premises may be student housing and that Lessor may not be able to release the Premises if the request to terminate is received close in time to the start of the school year or any semester. **Tenant understands and agrees to assume such risk in signing this Lease. Tenant further acknowledges that the guarantor(s) may be responsible for any costs accruing as a result of a termination under this section.**

H. Reservation of Rights: Notwithstanding any contrary term of this section, in all cases, Lessor reserves the right to refuse any request of Tenant, or condition its approval with any condition set forth herein and any condition not included herein, in its sole discretion. Some or all of the Tenant Change Conditions may apply to the situations described in Sections 21 A through F. In the event of any conflict between the terms of Section 21 and the terms of the written agreement memorializing the applicable change to the Lease, the terms of such new written agreement shall control.

22. 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 Lessor 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 for the Premises. Any additional mail or house keys will be provided with a valid ID for **$25.00** each.

23. INDEMNITY: Tenant agrees to protect, indemnify and hold Owner, Lessor, and their respective members, shareholders, directors, managers, agents, employees, contractors, and representatives (collectively, the "***Indemnified Parties***" and each, an "***Indemnified Party***") harmless from and against all losses, lawsuits, actions, judgments, claims, costs, charges, expenses, liability, and damages ("***Claims***") arising as a result of (i) any loss or damage to personal property located in the Premises or the building of which the Premises are a part, (ii) any loss or damage sustained by action of Tenant and/or any third party, fire, theft or the natural elements, or for loss of any articles from any cause from Premises or any other portion of the building of which the Premises are a part, (iii) any injury, death, or other loss to any person (including Tenant, Tenant's family, guests, invitees, and employees) within or around the Premises and any building of which the Premises is a part, (iv) 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 Premises, buildings, improvements, and equipment thereon, (v) 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 Premises, and (vi) 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, 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. The 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 to the maximum extent allowed under applicable law. The occurrence of any Claims against Lessor or Owner requiring indemnity from Tenant under this section shall be deemed a default of this Lease by Tenant.

Unless caused by the gross negligence or willful misconduct of an Indemnified Party, Lessor and Owner shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or pipe, in, above, upon or about the Premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door or otherwise, nor for damage arising from the negligent acts or omissions of any owners or occupants of adjacent or contiguous property.

24. LESSOR'S RIGHT CUMULATIVE: All of the rights, powers and remedies of Lessor provided for in this Lease or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative and concurrent. No one or more of such rights, powers or remedies, nor any mention of reference to any one or more of them in this Lease, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers or remedies provided for in this Lease, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by Lessor of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise or enforcement by Lessor of any or all of such other rights, powers or remedies.

25. CARE OF PREMISES: Tenant shall occupy the Premises and shall keep the Premises in clean condition and repair at its own expense, normal wear and tear accepted. Tenant shall not make any alterations in the Premises without the written consent of Lessor which may be withheld in Lessor's sole discretion. Tenant shall not leave or create any waste upon the Premises. At the expiration of the Term 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. Tenant will be responsible for the costs to replace any burnt-out light bulbs. Burned out light bulbs are to be replaced with compact florescent light (CFL) not to exceed (60 Watts). Vanity bulbs must be replaced with similar vanity bulbs at Tenant's expense. Any additional repairs or cleaning required to be made by the Lessor, except normal wear and tear, shall be deducted from the Security Deposit pursuant to Section 5. Tenant(s) are financially responsible 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 Tenant's trash.

26. MOVE-IN / MOVE-OUT / HOLDOVER / EFFECT OF HOLDOVER / EVICTION:

(a) Under no circumstances are Tenant(s) allowed to move into the Premises earlier than as stated in this Lease. Any early move-in will be deemed a trespass and Lessor may assess a fine for this violation in the amount of $200.00 or the amount of Lessor's actual damages resulting from such violation, whichever is more.

(b) If the Term is not renewed strictly in accordance with Section 1(C), on the Expiration Date or the date this Lease terminates (whichever is earlier), Tenant agrees to vacate the Premises and to peacefully surrender and deliver the Premises to the Lessor in good working order and in clean condition, normal wear and tear excepted. Tenant agrees that its promise to vacate and surrender the

Premises under this section is a material covenant of this Lease, and a default of this promise is a material violation of this Lease.

(c) Lessor does not agree to allow Tenant to maintain possession of the Premises after the Expiration Date and any holdover by Tenant beyond the Expiration Date is a default of this Lease.

(d) In the event Tenant holds over beyond the expiration of the Term (i.e., Tenant does not vacate and deliver possession of the Premises to Lessor on the Expiration Date), Tenant shall be regarded as a Tenant at sufferance. In such event, Tenant shall be responsible for the rent currently due and payable under this Lease together with additional monthly rent in the amount of 15% of the monthly rent due during the last month of the Term. Tenant shall also be responsible for such holdover rent, and performance of all other obligations of "Tenant" under this Lease, until Tenant vacates and returns possession of the Premises to Lessor. This section shall not be deemed an agreement by Lessor to extend the Term, nor Lessor's consent to Tenant's continued possession of the Premises. Lessor's acceptance of such payments shall not be deemed an agreement on the part of Lessor to extend the Term nor Lessor's consent to Tenant's continued possession of the Premises. TENANT AGREES THAT THE INCREASE IN MONTHLY RENT DESCRIBED IN THIS SUBSECTION (D) FOR THE PERIOD OF TIME TENANT HOLDS OVER AFTER THE EXPIRATION DATE IS NOT UNREASONABLE, IS NOT A PENALTY, AND IS A REASONABLE ESTIMATE OF THE RENTAL THAT LESSOR WOULD BE ABLE TO RECEIVE FROM A NEW TENANT OF THE PREMISES DURING THE HOLDOVER TERM.

(e) Lessor may evict Tenant from the Premises or undertake other legal action to regain possession for nonpayment of rent or breach of any other covenant, condition, restriction, or representation of Lease, including failure by Tenant to pay the rental due during the holdover period. If the Premises are abandoned or if Tenant is evicted, Tenant will remain financially liable for any loss of rent, or any expenses, including attorney's fees (if applicable), which Lessor may incur for the remainder of the Term. In the event of a default by Tenant of its obligations under this Lease, Lessor may pursue all remedies available under this Lease, in addition to all remedies available at law and in equity. Tenant understands that Lessor may file a no-fault eviction, for cause eviction, or other eviction action against Tenant for failure to comply with the terms of this Lease.

(f) If Tenant does not leave at the end of the Term, and another Tenant is waiting to move in, Lessor, after notifying Tenant, may remove Tenant's belongings at Tenant's expense (subject to applicable laws). Once the Term expires, any and all items left in the Premises will be deemed abandoned items and they will be disposed of at Tenant's sole cost and expense (subject to applicable laws). Lessor will not be obligated to store said belongings and shall have no duty or obligation to remove these items except as required by applicable law. Lessor will not be responsible to Tenant for any reimbursement for any abandoned personal 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 attorneys' fees and costs.

27. DEFAULTS AND REMEDIES. Tenant will be deemed in default under this Lease if: (i) Tenant fails to timely pay monthly rent when due in the manner required by this Lease, (ii) Tenant fails to comply with any of the other terms, conditions or covenants of this Lease, or (iii) Tenant abandons or leaves the Premises vacant before the expiration of this Lease. Upon default by Tenant, Lessor may, at Lessor's sole election, (i) retake possession of the Premises, (ii) terminate this Lease, and (iii) pursue all other remedies available at law or in equity, including recovery of Lessor's damages as a result of Tenant's default. Tenant will remain liable for the balance of the rent and other obligations stated in the Lease. No repossession by Lessor will be deemed an election to terminate this Lease unless written notice of such intention is given to Tenant. In the event of any default under this Lease by Lessor, Tenant's remedies will be limited to an action for specific performance and actual damages caused by Lessor's default. Tenant waives the right to an award for indirect and consequential damages in consideration of Lessor's agreement to lease the Premises to Tenant.

28. ABANDONMENT & FINANCIAL LIABILITY: If this Lease is 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 Premises, or quits and vacates the 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 Premises. Tenant further agrees that all costs associated with the removal of Tenant's personal property from the Premises will be Tenant's sole responsibility and that they are obligated to pay such expenses whether it be deducted from the Security Deposit or otherwise charged to Tenant. Any personal belongings left on the Premises after the expiration of the Term will be considered abandoned property and the costs to remove such property will be charged back to the Tenant. Tenant will indemnify and hold Lessor harmless from and against any costs incurred by Lessor as a result of any abandoned personal property at the Premises after expiration of the Term. Lessor will not store any personal belongings for Tenant after expiration of the Term. Should the Tenant abandon the Premises without paying all rent and other charges due hereunder, Lessor may pursue any and all Tenant(s) for all unpaid rent through the end of the Term together with all enforcement costs, fines, fees, charges, and attorneys' fees and court costs. **Note:** Lessor 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 Lessor 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.

29. 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.

30. INSURANCE: Lessor does not warrant, represent or guarantee the safety of Tenant, occupants, or guest's personal property. Tenant hereby releases Lessor from any and all claims for damage or loss to Tenant's personal property and shall indemnify and hold Lessor's attorney fees and costs, from any claims associated with Tenant's personal property regardless of by whom such claims are brought, including Tenant's insurer. Lessor does not carry any insurance covering Tenant's personal property, bikes, or vehicles. Tenant shall be solely responsible for obtaining and paying for any renter's insurance, including alternative living accommodation renter's insurance, coverage as Tenant may elect in its reasonable discretion.

31. 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. Tenant may not store any items in, around, in front of heating, mechanical, boiler rooms or water heater closets, as Lessor must have access to these areas at all times.

32. ATTORNEY'S FEES: Should either party commence an action at law or equity for any breach of any provision of this Lease, the prevailing party shall be entitled to an award of all reasonable attorneys' fees and costs incurred as a result of such breach against the non-prevailing party following a determination by the court that the party prevailed and that the fee is reasonable. In the event Lessor is required to commence any action against Tenant following a default of this Lease, Lessor may seek its reasonable attorneys' fees and costs incurred in connection with any actions by Lessor to enforce its remedies under this Lease, and any remedies available under applicable law. **Tenant acknowledges and agrees that Lessor will be entitled to collect its attorneys' fees and court costs if Lessor is the prevailing party following any dispute, and if Lessor is required to enforce its remedies under this Lease (including, without limitation, eviction).**

33. 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. The terms "you" and "your" shall refer to Tenant.

34. 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 Section 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 or may insist on performance of such defaulting Tenant(s) by the remaining Tenant(s). 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, of Tenants 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.

35. SEVERABILITY: If any court of competent jurisdiction shall determine that any agreement, term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such agreement, term, covenant or condition to persons and circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby, and each other agreement, term, covenant and condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by applicable law.

36. TENANT'S ACKNOWLEDGEMENT OF LESSOR'S SECURITY POLICY.

A) Tenant acknowledges that neither Lessor nor Owner 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 Lessor nor Owner warrants or guarantees the safety or security of Tenant(s) or their guests or invitees against the criminal or wrongful acts of third parties. Each Tenant, guest and invitee is responsible for protecting his or her own person and property.

C) Tenant acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Tenant(s) acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

37. "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.

38. SOURCE OF INCOME: Colorado Revised Statutes § 24-34-502 prohibits source of income discrimination and requires a non-exempt landlord to accept any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person, including income derived from any lawful profession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program.

39. MARIJUANA CULTIVATION POLICY: Lessor specifically prohibits cultivation of marijuana (cannabis) for medical or other purposes on all rental properties. Lessor 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 Lessor.

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, Lessor and Tenant agree to cooperate in all phases of this requirement. The parties agree that an initial audit of the Premises may be required in Lessor's sole discretion. In addition, several other potential installations and/or services may be required during the Term to fulfill the city's requirements. Tenant agrees to cooperate to schedule and allow this energy conservation work to be done and further agrees to remove any pets and move any personal possessions requested in order to make areas accessible for the work and audits.

41. ELECTRICAL: Lessor is not responsible for installing any wiring or other improvements for internet, phone or cable.

42. EXISTING APPLIANCES: Any appliances, including television and other electrical equipment, located at the Premises on the Commencement Date shall be deemed property of Lessor provided that Tenant may use such appliances and equipment during the Term. Tenant shall be responsible for all damages to such appliances and equipment, including loss of any related components (including remote controls), and including all maintenance, repair, and replacement required by any negligence of Tenant, its family, guests, invitees, or employees.

43. LODGING: Tenant is prohibited from renting out rooms on a daily, weekly, monthly, yearly basis. Other than provided in Section 22 above, Tenant may not charge any rent to any additional lodgers, therefore, any and all Tenants residing in your unit must be on Lease or sublease. It is illegal to have paying or short-term rental guests, and Premises must be used for "permanent residential purposes only." Any violation of this rule is grounds for immediate eviction.

44. MODIFICATIONS AND/OR UPGRADES: In the event that Lessor is requested to initiate a modification or an upgrade to the Premises by the Owner, neither the Owner nor the Lessor is required to compensate Tenant with any rent credit.

45. 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" unless a specific time frame is requited by Colorado law. Lessor will cure any condition that constitutes a breach of the warranty of habitability within 30 days after its receipt of written notice from Tenant identifying such condition, unless a shorter or longer time frame is required or allowed by Colorado law, and in such event such alternate time frame shall apply.

46. HEATING: Tenants agree to keep Premises at a minimum of 60 degrees Fahrenheit during all times throughout the Term. Should the Tenant fail to keep the Premises at 60 degrees Fahrenheit and a pipe freezes or breaks, Tenant agrees to be financially liable for any and all damages and fees incurred in their entirety. In the event the thermostat is ever turned off by Tenant, Tenant agrees to pay a deposit of $50.00 per day until the thermostat is turned back on and such deposit will be held by Lessor to pay for any damages to the Premises as a result thereof or refunded to Tenant upon confirmation by Lessor that no such damages were sustained. This requirement shall apply during all seasons.

Initial Here:

47. COUNTERPARTS / ELECTRONIC SIGNATURES. This Lease may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. Facsimile and electronic signatures shall have the same force and effect as original signatures.

48. INDEPENDENT COUNSEL. Each Tenant acknowledges that such party has consulted with, or has had sufficient opportunity to consult with, independent legal counsel chosen by such party regarding the legal effect of this Lease. Each Tenant freely and voluntarily enters into this Lease with full understanding of all terms.

49. REVOCATION. This Lease (and any Renewal Lease) may be revoked, and the Tenant removed from the Premises if the civil and criminal background check(s) for Tenant is not satisfactory to Lessor in its reasonable discretion.

50. WAIVER: Any waiver by either party of any breach of any provision of this Lease shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this Lease.

51. INTERPRETING THIS LEASE CONTRACT: This Lease shall include all exhibits and addenda attached hereto by Lessor, each of which is incorporated herein by reference. Tenant may not attach any exhibit or addendum to this Lease. This Lease constitutes the entire agreement between Lessor and Tenant relative to the matters set forth herein and there are no verbal agreements or representations between such parties with respect to the subject matter hereof. This Lease supersedes and cancels all prior agreements and understandings with respect to the subject matter hereof. This Lease may be modified only in a writing executed by Lessor and all Tenants.

The following addenda are attached hereto and incorporated herein by reference *(select only those that apply)*:

☒ Addendum A – ACKNOWLEDGMENT OF RECEIPT OF RADON DISCLOSURE AND BROCHURE
☒ Addendum B – CITY OF BOULDER RENTAL UNIT DISCLOSURES
☒ Addendum C – MOLD ADDENDUM
☒ Addendum D – LEAD-BASED PAINT DISCLOSURE (RENTALS)
☒ Addendum E – BROKERAGE DISCLOSURE TO TENANT DEFINITIONS OF WORKING RELATIONSHIPS
☐ Addendum F – PET ADDENDUM
☒ Addendum G – WARRANTY OF HABITABILITY NOTICE
☒ Addendum H – PRICING DISCLOSURE

[Remainder of Page Intentionally Left Blank – Signature Page(s) to Follow]

Each of the undersigned executes the foregoing Lease as of the date set forth below.

Tenant(s)

Tenant:

Signature: ____
Date: ____

Tenant:

Signature:____
Date: ____

Tenant:

Signature: ____
Date: ____

Tenant:

Signature:____
Date: ____

Tenant:

Signature: ____
Date: ____

Tenant:

Signature:____
Date: ____

Lessor

Boulder Property Management Corp.

Signature: ____________________________________

Name: ____________________________________

Title: ____________________________________

Date: ____________________________________

Addendum A

ACKNOWLEDGMENT OF RECEIPT OF RADON DISCLOSURE AND BROCHURE

This document is attached to and made a part of the following lease agreement (the "***Lease Contract***") for the Premises (described below):

Date: ______________________________

Tenant(s): ______________________________

Lessor: Boulder Property Management Corp.

1. DESCRIPTION OF PREMISES:

____

Street Address   Apt No.   City, State, Zip

2. ACKNOWLEDGEMENT OF BROCHURE: Lessor has provided each of the undersigned with a copy of the radon brochure as provided by the Colorado Department of Public Health and Environment. Tenant(s) hereby acknowledges receipt of this brochure.

3. RADON DISCLOSURE: The following disclosure is made to Tenant(s) in accordance with C.R.S. § 38-12-803:

THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT STRONGLY RECOMMENDS THAT ALL TENANTS HAVE AN INDOOR RADON TEST PERFORMED BEFORE LEASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL. RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER. RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. A LANDLORD IS REQUIRED TO PROVIDE THE TENANT WITH ANY KNOWN INFORMATION ON RADON TEST RESULTS OF THE RESIDENTIAL REAL PROPERTY.

4. KNOWLEDGE OF RADON CONCENTRATION *(select all that apply)***:**

☐ One or more radon test(s) (as defined by C.R.S. § 38-12-803) were conducted within the Premises.

☐ Radon concentration has been detected in the Premises. (If this item is not selected, Lessor has no actual knowledge of the radon concentration within the Premises.)

☐ Lessor has no knowledge of radon test(s) having been conducted within the Premises.

☐ The most current records and reports pertaining to radon concentrations within the Premises are provided with this disclosure or were delivered to the undersigned in writing by separate document.

5. MITIGATION AND REMEDIATION. All radon mitigation or remediation efforts within the Premises are described below (if applicable): ______________________________

____

6. RADON MITIGATION SYSTEM. The Premises ☐ **DOES** ☐ **DOES NOT** have a radon mitigation system. If this Premises does have a radon mitigation system, additional information regarding the system description and documentation of the system is described below: ______________________________

____

Each of the undersigned acknowledges that, prior to execution of this document and the Lease Contract, such party has received and has reviewed (i) a copy of the foregoing radon disclosure, (ii) the brochure referenced hereinabove, and (iii) all other reports and documents referenced herein (if applicable).

Tenant:	**Tenant:**
Signature: ____________________	Signature: ____________________
Date: ____________________	Date: ____________________
Tenant:	**Tenant:**
Signature: ____________________	Signature: ____________________
Date: ____________________	Date: ____________________
Tenant:	**Tenant:**
Signature: ____________________	Signature: ____________________
Date: ____________________	Date: ____________________

Addendum B

CITY OF BOULDER RENTAL UNIT DISCLOSURES

EVICTION LEGAL REPRESENTATION AND EVICTION RENTAL ASSISTANCE

It is the policy of the City of Boulder that Boulder tenants shall have the right to legal representation in eviction and administrative proceedings where they face the loss of housing and the City shall provide such representation to tenants to assist in the fair administration of justice. The City also administers a rental assistance program to tenants faced with such proceedings. For more information and to access this program, visit: https://bouldercolorado.gov/community-relations/eviction-prevention-services or call 303-441-3414

Definitions:

Covered Proceeding means legal proceedings to evict a tenant from their place of residence pursuant to C.R.S. § 13-40-101 *et seq*., counterclaims related thereto, the termination of Section 8 housing assistance, and appeals arising from any of the foregoing.

Legal representation means full scope representation provided by a licensed attorney to a tenant in a covered proceeding. This includes, but is not limited to, filing responsive pleadings, appearing on behalf of the tenant in court, administrative proceedings, or alternatives dispute resolution, and providing legal advice, advocacy, and assistance associated with such matters, and necessary fees and costs related thereto.

Tenant means any occupant of residential property, including but not limited to, any building, structure, vacant land, or part thereof offered for lease or rent for residential purposes who is a respondent or defendant, or who has legal standing to be a respondent or defendant, in a covered proceeding.

12-2-9. - No Evictions Without Representation.

(a) Provision of Legal Representation and Rental Assistance. The City of Boulder shall establish, run, and fully fund a program to provide legal representation and/or rental assistance for all tenants within the city who face a covered proceeding. This legal representation shall be available to a tenant immediately after the tenant is served with a notice to quit or demand for possession pursuant to C.R.S. § 13-40-101, *et. seq*., or a notice of termination of Section 8 housing assistance, and shall last at least until such time as the notice to quit, demand for possession, or unlawful detainer complaint is withdrawn, the case is dismissed, a final judgment in the matter is entered, or the Section 8 housing assistance termination proceedings are concluded. Written notification of this right to legal representation and how to access it must be provided by the landlord to a tenant at the time the right to legal representation attaches as described under this Section. The notice must be in the same form as required by B.R.C. 12-2-4(a)(1)(I).

OCCUPANCY LIMITS

A. The dwelling unit you will be renting or leasing at the address located on page #1 of this lease may be occupied by no more than the number of unrelated persons listed in Section #4. (Occupancy information can be obtained by calling 303-441-1880).

B. Under the current lease or rental agreement, the only people permitted to occupy the dwelling unit are listed on page #1 of this lease.

C. City of Boulder laws permit a renter or lease holder to have a temporary house guest. 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 prosecution 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. Violations of any of these ordinances can result in criminal prosecutions. The laws include:

Disruption of Quiet Enjoyment of the Home, Section 5-9-5, B.R.C. 1981. This focuses on individuals who engage in loud behavior at any time of day that disrupts a neighbor who is in his or her own house.

Unreasonable Noise, Section 5-9-6, B.R.C. 1981. This is a provision that can be used when officers, standing more than 100 feet away from a noise source, hear amplified music in a residential zone after 11 p.m.

Excessive Sound Levels, Section 5-9-3, B.R.C. 1981. This is based upon measuring sound levels with meters. Noise must not exceed 50 decibels (dBA) between 11 p.m. and 7 a.m. in a residential zone. Late at night, the ambient or background noise level in most neighborhoods is approximately 35 dBA. A sound 15 decibels greater than the background noise (50 dBA), such as a loud stereo, will wake the average person from a deep sleep.

A violation of any of these noise ordinances can result in criminal prosecution and a maximum fine of up to $1,000 and 90 days in jail.

FIREWORKS ORDINANCE

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 with the City of Boulder without first having obtained a permit.

NUISANCE PARTY ORDINANCE

Nuisance Party Prohibited, Section 5-3-11, B.R.C. 1981. 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, littering, fighting, 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 any side yard, of a property.

Any person convicted of holding a nuisance party can be criminally prosecuted and sentenced to a fine of up to $1,000 and 90 days in jail.

BEAR CONTAINERS, TRASH, DUMPING, FURNITURE, WEEDS AND SNOW REMOVAL ORDINANCES

Bear–Resistant Containers Required, Section 6-3-12, B.R.C. 1981. Residents south of Sumac and west of Broadway must store trash and compost in bear-resistant containers, enclosures and/or dumpsters, or keep trash and compost securely stored within a structure at all times until the moment of pick-up. Do not overfill containers and ensure the lids are secure.

Trash Contract Required, Section 6-3-3(b), B.R.C. 1981. Every property owner 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.

Illegal Dumping, Section 5-4-12, B.R.C. 1981. No person shall deposit any trash, refuse, garbage, furniture, or rubble in any dumpster or on any property without the express consent of the owner or person in control of the property.

Outdoor Furniture Restricted, Section 5-4-16, B.R.C. 1981. Residents of the University Hill neighborhood may not place, use, keep, store, or maintain any upholstered furniture or mattress not intended for outdoor use in any outside areas of the property.

Growth or Accumulation of Weeds Prohibited, Section 6-2-3, B.R.C. 1981. It is a violation to allow weeds and/or grass to grow to a height greater than twelve (12) 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 (BLOCKING) SIDEWALK

Parking on a sidewalk Prohibited, Section 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.

MARIJUANA

Marijuana Odor Emissions, 5-10-6 No person, tenant, occupant, or property owner shall permit the emission of marijuana odor from any source to result in detectable odors that interfere with the reasonable and comfortable use and enjoyment of another's property.

Marijuana Prohibited Acts, 6-14-13(a) and 6-16-13(a) It is prohibited to possess more than six (6) marijuana plants without a marijuana business license (includes caregivers, home grows regardless). The six plant limit applies regardless of what doctor referral paperwork says they need to treat their condition. Marijuana extractions with butane or other volatile chemicals could result in a felony charge due to the possibility of serious injury when the process explodes.

INTEREST DUE ON SECURITY DEPOSITS

Interest Rates on Security Deposits, Sections BRC 12-2-2 and 12-2-7, B.R.C. 1981. Interest must be paid to tenants on any security deposit for residential leases.

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

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 ten-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 Lessor in defending such claims or enforcing this Addendum.

By signed below, 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:	**Tenant:**
Signature: ______________________	Signature: ______________________
Date: ______________________	Date: ______________________
Tenant:	**Tenant:**
Signature: ______________________	Signature: ______________________
Date: ______________________	Date: ______________________
Tenant:	**Tenant:**
Signature: ______________________	Signature: ______________________
Date: ______________________	Date: ______________________

Addendum C
MOLD ADDENDUM

This Addendum C (this "***Addendum*** ") is made between Lessor and the Tenant(s) of the aforementioned address and is part of the Lease. Except as specifically modified by this **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 Premises, 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 Premises.

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 Lessor of any water leaks, the Tenants could be financially liable for any damages. Tenant should also notify Lessor 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 Premises is unattended.

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.

Lessor Obligations Regarding Mold:
Upon written notification by Tenant, Lessor shall within a reasonable time, repair water leaks in the Premises, 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, Lessor 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 Lessor will perform a mold test. In the event 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 Owner will pay the cost of the test.

Remedies:
Lessor does not warrant or represent that the Premises shall be free from mold.

A breach of this Mold Addendum by Tenant shall be a material violation of the Lease allowing Lessor to recover possession of the Premises, 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 Lessor, Tenants sole and exclusive remedy shall be to immediately vacate the Premises and Tenant's obligations to continue to pay rent shall terminate on the date Tenant delivers possession of the Premises to Lessor. Lessor 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 Lessor 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 Lessor from any and all claims of Tenant or occupant for the presence of mold in the Premises, other than claims based on breach of this Mold Addendum by Lessor and further releases Lessor 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.

Tenant:

Signature: ______________________________
Date: ______________________________

Tenant:

Signature: ______________________________
Date: ______________________________

Tenant:

Signature: ______________________________
Date: ______________________________

Tenant:

Signature: ______________________________
Date: ______________________________

Tenant:

Signature: ______________________________
Date: ______________________________

Tenant:

Signature: ______________________________
Date: ______________________________

Addendum D
Lead-Based Paint Disclosure (Rentals)

The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP46-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

LEAD-BASED PAINT DISCLOSURE
(Rentals)

Attachment to Residential Lease or Rental Agreement for the Premises 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 a base penalty up to $10,000 (plus adjustment for inflation) for each violation.

Disclosure for Target Housing Rentals and Leases
Disclosure of 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) and Acknowledgment

1. 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.
2. Presence of lead-based paint and/or lead-based paint hazards (check one box 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):

   ____
   ____

3. Records and reports available to Landlord (check one box 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

4. Tenant has read the Lead Warning Statement above and understands its contents.
5. Tenant has received copies of all information, including any records and reports listed by Landlord above.
6. 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.

Tenant Date	Tenant Date
Tenant Date	Tenant Date
Tenant Date	Tenant Date
Real Estate Licensee (Leasing) Date	

Addendum E

AGENCY DISCLOSURE

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (BDT20-10-19) (Mandatory 1-20)

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT AGENCY OR TRANSACTION-BROKERAGE.

BROKERAGE DISCLOSURE TO TENANT
DEFINITIONS OF WORKING RELATIONSHIPS

For purposes of this document, landlord includes sublandlord 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.

Tenant's 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 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 a 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.

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 a specific property described as:

____

or real estate which substantially meets the following requirements:

____ .

Tenant understands that Tenant is not 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.** If 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 ☐ landlord's transaction-broker and Tenant is a customer. Broker intends to perform the following list of tasks: ☐ Show the premises ☐ Prepare and Convey written offers, counteroffers and agreements to amend or extend the contract. Broker is <u>not</u> the agent or transaction-broker of Tenant.

☐ **Customer for Broker's Listings – Transaction-Brokerage for Other Properties.** When Broker is the landlord's agent or landlord's transaction-broker, Tenant is a customer. When Broker is not the landlord's agent or landlord's transaction-broker, Broker is a transaction-broker assisting Tenant in the transaction. Broker is <u>not</u> the agent of Tenant.

☐ **Transaction-Brokerage Only.** Broker is a transaction-broker assisting the Tenant in the transaction. Broker is <u>not</u> the agent of 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 such supervising broker or designee shall not further disclose such information without consent of Tenant, or use such information to the detriment of Tenant.

THIS IS NOT A CONTRACT.

If this is a residential transaction, the following provision applies:

MEGAN'S LAW. If the presence of a registered sex offender is a matter of concern to Tenant, Tenant understands that Tenant must contact local law enforcement officials regarding obtaining such information.

TENANT ACKNOWLEDGMENT:

Tenant:

Signature: ____
Date: ____

Tenant:

Signature:____
Date: ____

Tenant:

Signature: ____
Date: ____

Tenant:

Signature:____
Date: ____

Tenant:

Signature: ____
Date: ____

Tenant:

Signature:____
Date: ____

BROKER ACKNOWLEDGMENT:

On ______________________________, Broker provided Tenants 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

Addendum G

WARRANTY OF HABITABILITY NOTICE

This document is attached to and made a part of the following lease agreement (the "***Lease Contract***") for the Premises (described below):

Date: ______________________________

Tenant(s): ______________________________

Lessor: Boulder Property Management Corp.

1. **DESCRIPTION OF PREMISES**:

____

Street Address   Apt No.   City, State, Zip

2. **WARRANTY OF HABITABILITY NOTICE**: The following notice is made to Tenant(s) pursuant to C.R.S. § 38-12-505:

EVERY TENTANT IS ENTITLED TO SAFE AND HEALTHY HOUSING UNDER COLORADO'S WARRANTY OF HABITABILITY AND LANDLORD IS PROHIBITED BY LAW FROM RETALIATING AGAINST A TENANT IN ANY MANNER FOR REPORTING UNSAFE CONDITIONS IN THE TENANT'S RESIDENTIAL PREMISES, REQUESTING REPAIRS, OR SEEKING TO ENJOY THE TENANT'S RIGHT TO SAFE AND HEALTHY HOUSING. EACH RESIDENT MAY SEND A WRITTEN NOTICE TO THE FOLLOWING ADDRESS OF ANY UNINHABITABLE CONDITION:

BOULDER PROPERTY MANAGEMENT
1909 26TH STREET SUITE #2A
BOULDER, CO 80302

EACH RESIDENT MAY SEND A WRITTEN NOTICE VIA E-MAIL OR VIA THE FOLLOWING ACCESSIBLE ONLINE TENANT PORTAL OR PLATFORM OR AN UNINABITABLE CONDITION:

INFORMATION@BPMCO.COM

CADA INQUILINO TIENE EL DERECHO DE TENER UNA VIVIENDA SEGURA Y SALUDABLE SEGÚN LA GARANTÍA DE HABITABILIDAD COLORADO, Y EL PROPIETARIO TIENE PROHIBIDO POR LEY TOMAR REPRESALIAS CONTRA EL INQUILINO SI ESTE INFORMA QUE EXISTEN CONDICIONES NO SEGURAS EN LAS PREMISAS DE LA RESIDENCIA, SI SOLICITA REPARACIONES O SI DESEA EJERCER SU DERECHO AL USO Y GOCE DE UNA VIVIENDA SEGURA Y SALUDABLE. EL INQUILINO PUEDE ENVIAR UNA NOTIFICACIÓN POR ESCRITO POR CORREO O ENTREGARLA EN PERSONA ACERCA DE LAS CONDICIONES DE INHABITABILIDAD A LA SIGUIENTE DIRECCIÓN:

BOULDER PROPERTY MANAGEMENT
1909 26TH STREET SUITE #2A
BOULDER, CO 80302

EL INQUILINO PUEDE ENVIAR UNA NOTIFICACIÓN POR ESCRITO A TRAVÉS DE CORREO ELECTRÓNICO O MEDIANTE EL SIGUIENTE PORTAL O PLATAFORMA DE INQUILINOS EN

LÍNEA SOBRE LAS CONDICIONES DE INHABITABILIDAD:

INFORMATION@BPMCO.COM

TENANT ACKNOWLEDGMENT:

Tenant:

Signature: ____
Date: ____

Tenant:

Signature:____
Date: ____

Tenant:

Signature: ____
Date: ____

Tenant:

Signature:____
Date: ____

Tenant:

Signature: ____
Date: ____

Tenant:

Signature:____
Date: ____

Addendum H

PRICING DISCLOSURE

Tenant(s): ____

____

Premises: ____

Term: ____

Monthly Rent: ____
Application Fee: ____
Administrative Fee: ____

TOTAL PRICE: ______________________________________ **

** The "TOTAL PRICE" set forth above includes the Application Fee, the Administrative Fee, and all monthly rent that will be due and payable during the term of the lease. The Application Fee and Administrative Fee shall be due and payable before the commencement of the term of the lease. The monthly rent shall be due and payable on a monthly basis pursuant to the terms of the lease. The "TOTAL PRICE" ***does not include*** the Security Deposit which is deposited with Lessor for the purpose of securing Tenant's obligations under the lease and is not paid to Lessor unless and until Lessor is authorized to deduct all or a portion of the Security Deposit pursuant to the terms of the lease or applicable law.

THE TOTAL PRICE TO LEASE THE UNIT MAY VARY BECAUSE THE TOTAL PRICE FOR THE DURATION OF THE TERM CANNOT REASONABLY BE KNOWN ON THE DATE HEREOF DUE TO FACTORS THAT DETERMINE THE TOTAL PRICE THAT ARE BEYOND THE CONTROL OF LESSOR INCLUDING, WITHOUT LIMITATION, FUTURE ACTS OR OMISSIONS OF TENANT OR ITS INVITEES.

THE FACTORS THAT DETERMINE THE TOTAL PRICE INCLUDE:

- **WHETHER TENANT FAILS TO TIMELY PAY MONTHLY RENT PRIOR TO THE IMPOSITION OF A LATE FEE PURSUANT TO THE LEASE.**
- **WHETHER RENT PAYMENTS ARE UNPAID AS A RESULT OF INSUFFICIENT FUNDS RESULTING IN A DISHONORED CHECK FEE PAYABLE BY TENANT UNDER THE LEASE.**
- **WHETHER TENANT OR ITS INVITEES CAUSES DAMAGES TO THE PREMISES FOR WHICH LESSOR IS ENTITLED TO REIMBURSEMENT UNDER THE LEASE.**
- **WHETHER TENANT COMPLIES WITH THE OBLIGATIONS OF THE LEASE INCLUDING, WITHOUT LIMITATION, RETURN OF KEYS, CLEANING THE UNIT, REPLACEMENT OF DRIP PANS, REMOVAL OF PERSONAL PROPERTY FROM THE PREMISES, AND OTHER OBLIGATIONS OF TENANT DESCRIBED IN THE LEASE FOR WHICH LESSOR MAY BE ENTITLED TO REIMBURSEMENT IF NOT COMPLETED BY TENANT.**
- **WHETHER TENANT SEEKS TO ASSIGN, TERMINATE, OR OTHERWISE MODIFY THE TERMS OF THE LEASE DURING THE TERM AND LESSOR CONSENTS TO SUCH CHANGE.**
- **WHETHER LESSOR INITIATES ENFORCEMENT ACTIONS AGAINST TENANT AS A RESULT OF ANY DEFAULT OF THE LEASE BY TENANT CAUSING LESSOR TO INCUR UNKNOWN AMOUNTS FOR ATTORNEYS' FEES AND COURT COSTS.**
- **WHETHER ANY OTHER FEE OR CHARGE MAY BE CHARGED TO TENANT PURSUANT TO THE TERMS OF THE LEASE.**

MANDATORY FEES PAID BY TENANT:

1) **APPLICATION FEE. The amount of such Application Fee may change from time to time and represents a reasonable estimate of the Lessor's actual costs, or an average of such actual costs incurred by Lessor for similar transactions, to process Tenant's application, including background checks, communication with Tenant**

regarding the application, and review of application materials. **The Application Fee is currently $50.00 per tenant.**

2) **ADMINISTRATIVE FEE. The Administrative Fee is used to reimburse the costs Lessor incurs after an application has been accepted in connection with the initial set-up of the lease and premises for the prospective tenant's occupancy, including, without limitation, Lessor's costs for office supplies and equipment used in connection with the lease and coordination of transfer of the premises to tenant; compensation paid to employees who prepare the lease and all related documents including any guaranty agreements and disclosures for the premises, communicate with tenant, coordinate signatures on the lease and all related documents, and process utility transfers and delivery of keys; and other costs incurred by Lessor reasonably attributable to the lease set-up and transfer of the premises. The Administrative Fee is currently $250.00.**

YOU ARE HEREBY INFORMED THAT:

(I) THE FOLLOWING FEES AND CHARGES ARE **NOT REFUDABLE**:

a. MONTHLY RENT
b. ADMINISTRATIVE FEE
c. APPLICATION FEE
d. DISHONORED CHECK FEE
e. LATE FEE AND ANY INTEREST ACCRUING AGAINST LATE PAYMENTS
f. ATTORNEYS' FEES AND COURT COSTS INCURRED BY LESSOR AS A RESULT OF A COURT ACTION TO ENFORCE THE TERMS OF THE LEASE FOLLOWING TENANT'S DEFAULT
g. ANY OTHER FEE OR CHARGE DUE UNDER THE LEASE

(II) THE FOLLOWING FEES AND CHARGES **MAY BE REFUNDABLE**:

a. SECURITY DEPOSIT UNLESS LESSOR IS AUTHORIZED TO DEDUCT AMOUNTS THEREFROM PURSUANT TO THE TERMS OF THE LEASE OR APPLICABLE LAW, IN WHICH CASE SUCH DEDUCTED AMOUNTS ARE NOT REFUNDABLE.

(III) LESSOR WILL RECEIVE ALL AMOUNTS PAID AS RENT, ADMINISTRATIVE FEE, APPLICATION FEE, LATE FEE, DISHONORED CHECK FEE, AND OTHER FEES AND CHARGES DUE AND OWING BY TENANT UNDER THE LEASE (SUCH AS CHARGES FOR DAMAGES TO THE PREMISES, ALL OR A PORTION OF WHICH MAY BE PAID TO THIRD PARTIES PROVING WORK OR MATERIALS TO REPAIR SUCH DAMAGES). BOULDER PROPERTY MANAGEMENT CORP., AS LESSOR, IS AN AGENT OF THE OWNER OF THE PROPERTY DESCRIBED ABOVE, AND SUCH OWNER RECEIVES A PORTION OF THE MONTHLY RENTS PAID BY TENANT PURSUANT TO AN AGREEMENT BETWEEN LESSOR AND OWNER.

TENANT ACKNOWLEDGMENT:

Tenant:

Signature: ______________________________
Date: ______________________________

Tenant:

Signature: ______________________________
Date: ______________________________

Tenant:

Signature: ______________________________
Date: ______________________________

Tenant:

Signature: ______________________________
Date: ______________________________

Tenant:

Signature: ______________________________
Date: ______________________________

Tenant:

Signature: ______________________________
Date: ______________________________

ADDENDUM I

TENANT'S INSURANCE REQUIREMENTS

Tenant(s): ____

____

Premises: ____

This Addendum is attached to and becomes a part of the Lease Contract between the above-named Tenant(s) and Boulder Property Management Corp. for the premises set forth above (as amended, modified, or extended, the "***Lease***"). Defined terms used herein shall retain the meanings ascribed to such terms in the Lease.

1. During the Term of the Lease (including renewals or extensions or the Term), Tenant shall obtain renter's insurance meeting the following requirements ("***Required Insurance***"):

a. Policy shall insure the insurable replacement cost of Tenant's personal property within or around the Premises, including bicycles stored on or near the Premises;
b. Policy shall include liability insurance in the amount of at least $100,000 per occurrence;
c. Policy shall include coverages against damages by fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage;
d. Tenant shall be primary insured on the policy and shall name Boulder Property Management Corp. as an additional insured for liability coverages and additional loss payee for property damages; and
e. Policy shall not be amended or cancelled without at least 30 days' prior written notice to Lessor.

2. Tenant shall provide Lessor with a copy of the Required Insurance no later than the Commencement Date whether by personal delivery to Lessor or by uploading a copy of the insurance declaration information to Lessor's online portal. Tenant shall provide Lessor with all changes to the Required Insurance promptly upon receipt of notice of such changes by Tenant. Tenant shall provide evidence of the Required Insurance prior to the commencement of any renewal term or extension of the original term of the Lease.

3. In the event Tenant does not obtain the Required Insurance, Tenant shall be automatically enrolled in the Lessor's Legal Liability Insurance Policy ("***LLIP***") and Tenant shall be responsible for the costs to add Tenant to such insurance. Some important points of this coverage, which Tenant should understand are:

a. Lessor is the named insured under the LLIP.
b. LLIP is a single interest forced-placed insurance.
c. Tenant is not an insured under the LLIP, nor is Tenant an additional insured or intended beneficiary.
d. All loss payments are made to the Lessor under the LLIP.
e. LLIP coverage is NOT personal liability insurance or renters insurance.
f. LLIP does not cover any of Tenant's personal property, additional living expenses or liability arising out of bodily injury or property damage to any third party.
g. If Tenant requires any of these coverages, then Tenant should contact an insurance agent or insurance company of Tenant's choice to obtain personal liability insurance or renters insurance to protect Tenant's interests.
h. Coverage under the LLIP may be more expensive than the cost of Recommended Insurance obtainable by Tenant from another insurance company.
i. At any time, Tenant may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
j. In the event that loss or damage to Lessor's property exceeds the amount of Required Insurance, Tenant shall remain contractually liable to Lessor for such amount.
k. In the event of liability to any other party for bodily injury or property damage, Tenant shall remain liable to such other party.
l. It shall be the Tenant's duty to notify Lessor of any subsequent purchase of renter's insurance.

4. In the event Tenant is automatically enrolled in the LLIP, Tenant may be unenrolled so long as Tenant obtains the Required Insurance and provides proof of such Required Insurance to Lessor. Notwithstanding the foregoing, in the event more than one Tenant is identified on the Lease, and not all Tenants elect to obtain the Required Insurance, Lessor may still enroll such non-electing Tenant(s) or the Premises in the LLIP.

Tenant Name: ___________________________________

Signature: _______________________________________

Date: ____

Tenant Name: ___________________________________

Signature:_______________________________________

Date: ____

Tenant Name: ___________________________________

Signature: _______________________________________

Date: ____

Tenant Name: ___________________________________

Signature:_______________________________________

Date: ____