

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT  
AND/OR LEAD-BASED PAINT HAZARDS**

**Lead Warning Statement:** Premises 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 premises, Agent must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

**Agent's Disclosure**

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
  - (i) \_\_\_\_\_ Known lead-based paint and /or lead-based paint hazards are present in the premises.
  - (ii)  Agent has no knowledge of lead-based paint and/or lead-based paint hazards in the premises.
- (b) Records and reports available to the Agent (check (i) or (ii) below):
  - (i) \_\_\_\_\_ Agent has provided the Resident with all available record and reports pertaining to lead-based paint and/or lead-based paint hazards in the premises.
  - (ii)  Agent has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the premises.

**Resident's Acknowledgment**

- (c) Resident has received copies of all information listed above.
- (d) Resident has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment**

- (e)  Agent has informed the Resident of the Resident's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

<b>Residents Sign</b>	<b>Date</b>	<b>Time</b>
X _____	_____	at _____:_____
X _____	_____	at _____:_____
X _____	_____	at _____:_____
X _____	_____	at _____:_____
X _____	_____	at _____:_____
X _____	_____	at _____:_____
X _____	_____	at _____:_____
<b>Agent Sign</b>		
X _____	_____	at _____:_____

Rent: 0000000/month , Deposit: \$00000.00, Terms: 8/00/14 through 8/00/15

**Housing Rentals LLC Residential Lease**

**RECOMMENDATION OF LEGAL COUNSEL**

Resident acknowledges that this lease has important legal and tax consequences and that Agent recommends that Resident consult with legal and tax counsel before signing.

**PARTIES**

This residential lease for the rental of residential property is between Housing Rentals LLC (Agent) and the parties listed below as well as any guarantors of this lease (Resident):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Only the above named as parties to lease may occupy leased premises. The Agent authorized to manage the leased premises and to enter into this lease is:

**Housing Rentals LLC**                      **rentals@housingrentalsllc.com**  
**3980 Broadway, Ste. 103 - 116**            **Phone: 303-875-1555**  
**Boulder, CO 80304**                        **FAX: 303-648-4921**

**LEASED PREMISES**

Agent hereby leases to Resident the premises described below:

\_\_\_\_\_, \_\_\_\_\_, Boulder \_\_\_\_\_, Colorado \_\_\_\_\_, 8030

The premises shall also include (if checked):  Furniture  Storage  Space  Garage/Carport

If checked, Resident shall have the exclusive use of the \_\_\_\_\_ bedroom and the right to use all common (non-bedroom) areas.

**TERM**

The term of this lease shall be from 12:01 p.m. (Noon) on August , 2014 to 12:00 p.m. (Noon) on August , 2015. No notice to terminate at the end of such fixed term is necessary.

If Resident desires to ensure that he/she can retain the premises after the expiration of the above term, the Resident must notify Agent and negotiate a new lease. Otherwise, Agent will assume that the premises are available to be leased to others. If the lease term does not begin on the first day of the month, rent shall be prorated to the last day of the month. Resident does not have the right of first refusal.

**RENT**

Payments should be made payable to **Housing Rentals LLC**

\$ 0000000 is payable in monthly installments by Resident as rent for the term of this lease, not including utilities, escrows and additional fees or costs. Payment is due on the 1st of each month without demand or notice by Agent. All rent, amounts, fees, charges, sums, damages or money owed by Resident under this Lease shall be considered rent. If occupancy is prior to the first day of the month, rent will be prorated. There will be a Late Fee in the amount of \$25.00 per day incurred and charged starting at 5:00 PM on the 3<sup>rd</sup> day of each month for payment of full or partial rent received after the 1st day of each month. This Late Fee will also be charged for overdue payments of Security Deposit and other late payments. The Late Fee may also be withheld from Resident’s Security Deposit if not paid. Three-day notices may be posted for delinquent rents.

Rent payments shall be mailed or delivered to Agent at the above address. Do not mail cash! Payments shall be made in one check and will be accepted only from persons or from the guardians of persons who have signed this lease. If more than one payment is received during any month (i.e. multiple checks), a charge of \$10.00 per additional payment will be imposed. A charge of \$50.00 and a Late Fee will be imposed for any Resident’s check returned to Agent because of any reason, whether it is for Rent, Security Deposit, or other fees. Agent is not required to re-process a check after it has been returned. After one (1) NSF check, Money Order, or Cashier’s Check will be accepted. Agent will not be held responsible for any damages as the result of a post-dated check received and deposited before the date on the check. No monies, including prepaid or advance rent, will be returned until the return of the Security Deposit.

**UTILITIES**

Resident shall be responsible for paying all utilities connected with the premises, including electricity, gas, water, sewage, trash, internet, telephone, cable TV, etc. Upon request by Agent, Resident agrees to disclose utility billing information

Resident agrees to not use any of the utilities furnished by Agent in a wasteful or unreasonable manner. Resident understands and agrees that utilities are provided by third parties and absolves Agent of any liability for interruptions or disruptions of utilities.

**FEES & UTILITY ESCROW**

\$ 50.00 Utility Escrow Account will be assessed and added to the monthly installment to pay towards costs for (check all applicable) \_x\_ water, \_x\_ sewage, \_x\_ trash, \_x\_ recycle, \_x\_ gas, \_x\_ electric. If actual charges for utilities are in excess of this amount then Resident will be responsible for excess.

\$ 20.00 Grounds Fee will be assessed and added to the monthly installment to pay towards costs for mowing, weeding, and snow shoveling along public right-of-ways required by the City of Boulder. This in no way waives any of the Resident’s duties as described in this lease.

\$ 0 City of Boulder’s Climate Action Plan Fee will be assessed and added to the monthly installment to pay towards costs required by the City of Boulder’s goal to reduce greenhouse gas emissions.

\$ 0 Parking Fee will be assessed and added to the monthly installment for an assigned parking space for the term of the lease.

**PAYMENT SCHEDULE**

Below is a payment schedule for payments required by the time Resident moves in, or the day the lease starts, whichever occurs first. Failure to adhere to the following payment due will result in forfeiture of all payments already made, and the lease may be voidable at Agent’s option. Exceptions must be made in writing with the signature of Agent prior to the date the payment is due.

TOTAL SECURITY DEPOSIT	\$0000.00
PRORATED RENT August 2014	\$0000.00
PRORATED UTILITY ESCROW	\$ 00.00
and GROUNDS FEE August 2014	\$ 00.00
APPLICATION FEE	\$ 00.00
<b>TOTAL AMOUNT DUE</b>	<b>\$ 0000.00</b>
DEPOSIT TO HOLD UNIT	\$ 750.00
BALANCE DUE ON lease signing date	\$ 0000.00
BALANCE DUE March 15 <sup>th</sup> , 2014	\$ 0000.00
BALANCE FROM CURRENT SD	\$ 0
<b>REMAINING BAL. DUE ON 8/1/14</b>	<b>\$ 0000</b>

**PARENTAL GUARANTEE**

If Resident is dependent upon parents or another party (i.e., guardian, trust fund, etc.) for rent payments, a Parental Guarantee may be required by Agent from the responsible party, which accepts the liability for rent payments. If Parental Guarantee is not received by lease signing date resident shall incur a \$500 fee, each additional week that the letter is not received by Housing Rentals LLC, a \$100 fine per week shall incur.

**USE AND OCCUPANCY**

Resident agrees to rent the Premises, for use as a private residence only. The Rental Property will be occupied only by Resident and Occupants. No one else may occupy the Rental Property without Agent’s prior written consent, which consent may be withheld in the sole discretion of the Agent and which, as a condition of being granted, may require the submission of an application and the consent to a background check. A person shall be considered to be occupying the Rental Property if the person reasonably appears to be using the Rental Property as a place to live. Indications of occupancy shall include, but not be limited to: coming and going to the Rental Property with the use of a key, providing any third-party (including the police) with the address of the Rental Property as that person’s residential address, receiving mail at the Rental Property, keeping clothes or personal effects at the Rental Property, commonly being present in the Rental Property or common areas of the community, or commonly parking the person’s vehicle for extended periods of time or overnight. A person may establish unauthorized occupancy of the Rental Property, and thereby create a violation of this Lease, even if that person owns or leases other residential property. Resident is responsible for the conduct of any and all Occupants and guests. Any person in the common areas coming to or from the Rental Property shall be Resident’s guest. Agent may exclude guests or others who, in Agent’s judgment, have been violating or are about to violate the law, violating or about to violate this Lease or any rules, or disturbing other Residents, neighbors, visitors, or Agent representatives. Agent may also exclude from any common area a person who refuses to show photo identification or refuses to identify himself or herself as a Resident or as a guest of a specific Resident in the community. Any misrepresentation of fact by Resident in the rental application shall be a violation of this Lease and entitle Agent to terminate Resident’s right to possess the Rental Property.

Each Resident is jointly and severally liable for all Lease obligations. If Resident or any guest or Occupant violates the Lease or rules, all Residents are considered to have violated the Lease. Agent's requests and notices (including sale notices) to any Resident constitute notice to all Residents and Occupants. Notices and requests from any Resident or Occupant (including notices of Lease termination, repair requests, and entry permissions) constitute notice from all Residents. In eviction suits, any one of multiple Residents is considered the agent of all other Residents in the Rental Property for service of process.

### **SECURITY DEPOSIT**

\$ 000000 is payable by Resident as Security Deposit to secure the performance of this lease. If any Security Deposit amount remains to be paid, Agent may apply any rents paid to the balance due on the Security Deposit. Such application of money paid may cause the rent to be past due and unpaid, may cause a forfeiture of any discount, and may be cause for legal action provided for in this lease for nonpayment of rent.

Any advance or deposit of money, whether termed last month's rent, damage deposit, or Security Deposit, constitutes a Security Deposit under this section. **Resident may NOT use the Security Deposit in place of rent.**

It is the duty of Resident to return the premises (including any shared areas, outside areas, yards, or driveways required to be maintained by Resident under this lease) in clean condition suitable for occupancy, except for normal wear and tear. Colorado state law defines normal wear and tear as "that deterioration which occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the Resident or members of his/her household, or their invitees or guests."

If Resident has not moved out at termination of the lease agreement, Resident may also be charged additional rent plus a \$250 per day fee. All items left on the premises will be deemed abandoned items, will not be stored and will be disposed of at Resident's expense. Agent will not be responsible for any reimbursement for the belongings. Abandoned vehicles will be towed at Resident's expense. The costs of labor and materials for cleaning, repairs, replacements and delinquent payments will automatically be deducted from Security Deposit if the above provisions are not complied with. Agent will not be responsible for any reimbursement for the belongings. The portion of Security Deposit due Resident will be refunded in one check, made payable by Agent's preference to any or all the Residents named on the lease at the termination of the lease (including Sub Residents) mailed to Resident at their last known address or any forwarding address. Any forwarding address must be received in writing. Any stop payment banking fees required by Resident shall be deducted from Security Deposit.

### **Release of the Security Deposit is subject to the following provisions:**

1. Full term of lease has expired, and no month-to-month tenancy has been declared by Agent.
2. No unpaid charges or delinquent rents.
3. All debris, rubbish, and discards must be placed in proper rubbish container. All items left on the premises will be deemed abandoned items, will not be stored and will be disposed of at Resident's expense. Agent will not be responsible for any reimbursement for the belongings. Vehicles will be towed at Resident's expense.
4. Entire leased premises, including range, exhaust fan, refrigerator, bathroom, closets, and cabinets, are clean. Refrigerator to be defrosted. Do not unplug refrigerator, as this will cause mildew damage. If at expiration of lease, premises are left in unclean and/or damaged state, Resident may be liable for up to an additional three days' rent.
5. No stickers, scratches, or holes in/on walls. All burned out light bulbs must be replaced. No burns or stains on carpeting or indentations or scratches in floor. No damage to property at the time of vacating of leased premises beyond normal wear and tear (including damage caused by a pet).

6. Monies will be withheld from Security Deposit for carpet cleaning at termination of lease. Resident with pets, either authorized pets or not, will also be charged for professional deodorization of carpets.

Agent has sixty (60) days to return Security Deposit to Resident. Agent, at his option, may use Resident's Security Deposit during the term of this lease to fulfill Resident's obligations under this lease. Agent shall have the right to proceed against Resident to recover any sum exceeding the amount of the deposit for rent, cleaning, painting, and repairs to the premises and replacement of the lost or missing items for which Resident is responsible, together with reasonable attorney's fees and collection costs plus eighteen percent (18%) interest compounded annually as provided by law, in the event such sums exceed the deposit.

### **KEYS**

At delivery of possession of the Rental Property, Landlord shall provide Tenant \_\_\_\_\_ apartment or house key(s), \_\_\_\_\_ mailbox key(s), \_\_\_\_\_ garage door openers, and \_\_\_\_\_ other key(s) for Room Keys. Any Tenant or Occupant who has permanently moved out according to a remaining Tenant's affidavit is (at Landlord's option) no longer entitled to occupancy or have keys. Landlord may (but shall not be obligated to) at any time, including following the death of Tenant, deliver copies of any and all keys to any person designated by Tenant as the Emergency Contact in the application or other writing provided by Tenant to Landlord. Tenants will be responsible to hire a professional locksmith to open any locked doors for lost keys.

### **POSSESSION**

Possession dates are the same as lease term dates. If Agent is unable to deliver possession of the premises at the commencement here of, Agent shall not be liable for any damages caused thereby, nor shall this agreement be void or voidable, but Resident shall not be liable for any rent until possession is delivered. Resident may terminate this agreement if possession is not delivered within seven (7) days of the commencement of the term hereof.

### **DISCLOSURE OF INFORMATION**

Landlord may disclose any and all information in Landlord's possession regarding Tenant and all Occupants to any requesting law enforcement or other governmental agency, including the U.S. Census Bureau, local police or representatives of the University of Colorado. Landlord shall not be obligated to disclose any information to any third-party. At Landlord's option, Landlord may disclose information regarding rental history if requested or authorized by Tenant in writing.

### **ACCEPTANCE**

Resident agrees premises is rented "as is" with no expressed or implied warranties as to the cleanliness or repair of premises by Agent. **Resident understands that carpet will NOT be replaced.** Resident further agrees to the painting and cleaning rates itemized on the form entitled Charges for Repairs/Cleaning and understands that cleaning and painting required at the termination of the tenancy will be charged to Resident at the rates listed, provided the same are required to restore the premises to a move-in condition, normal wear and tear excepted. Move-in condition includes repainting surfaces to match colors approved by Agent. Resident understands that no rent reduction, adjustment, or compensation will be made due to cleaning, repairs, new construction, improvements, lack of improvements or lack of services, except as provided by law. Only the Agent has the authority to approve changes or modifications to the unit.

**MOVE-IN CHECKLIST**

A Move-In Checklist form will be provided to Resident upon move in. Resident agrees to complete and sign this form within two (2) days of occupancy in order to help protect both parties. If checklist is not received by Agent, Resident will be charged a \$250.00 fee. If checklist is not returned to Agent by Resident by the deadline, Resident acknowledges that premises is in good condition and contains no conditions constituting or posing a material danger or hazard to resident’s life, health or safety.

**PARKING**

Parking is permitted only in areas so designated and legal. Parking is not permitted on the lawns or inside the premises. No parking is provided unless the following is checked:

- Parking is assigned. Resident is assigned \_\_\_\_\_ parking spaces.
- Parking is unassigned, first-come, first-served basis.
- Parking is for one vehicle per unit.
- Garage is provided.

**PETS**

No pets will be allowed. “Visiting” and unauthorized pets will be in violation of this lease. Any visiting or unauthorized pet seen or reported to be on the property for any reason will be deemed as residing at the property and will subject Resident to an additional monthly fee of \$250.00 for each pet, whether or not the pet is there for an entire month. Resident will continue to be obligated for this monthly fee until Agent is satisfied no pet resides at the property.

**NOTICE**

Unless otherwise specified in this lease, all notices provided by this lease shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:

- To Resident: At the premises, or at Resident’s last known address.
- To Agent: Housing Rentals LLC  
3980 Broadway, Ste. 103 - 116  
Boulder, CO 80304

Notice to one Resident shall be deemed to be notice to all Residents. There will be a \$35.00 fee for any posting regarding lease violation.

**REPAIRS AND MAINTENANCE**

Resident shall maintain the premises, yard, parking areas, patios, decks, trash containers and storage areas (including furnishings, wall coverings, and draperies) in good order, and in a clean and sanitary condition. If premises is not so maintained, Agent may clean, paint and or remove trash from the premises at any time for Resident at Resident’s expense.

Resident shall pay reasonable charges (other than normal wear and tear) for the repair of damage to the premises or common areas caused by the negligence or willful acts of Resident, members of Resident’s household, guests, or unknown persons. Agent may make repairs at any time for Resident. Excessive damage to the premises by Resident, members of Resident’s household, or guests shall be grounds for Agent to evict Resident.

If repairs are required in order for the premises to be in compliance with the City of Boulder Housing Code, Agent shall be responsible for making such repairs. If Resident believes repairs are necessary, Resident should contact Agent in writing and request such repairs.

Some repairs may temporarily limit access to the premises. This is for Resident's safety and in such cases Resident agrees that no rent reduction, adjustment or compensation will be made.

**CHARGES FOR REPAIR/CLEANING/PAINTING**

Resident is responsible to clean the move out in accordance with the Agent's standard (used at move in). If cleaning is not done by Resident to the standards of Agent, at termination of the lease agreement, Resident gives permission to have cleaning contracted for and withheld from Security Deposit.

The corresponding charges shall be billed to you or made against the Security Deposit as liquidated damages and not as a penalty.

LABOR RATES	
CLEANING	\$ 45.00/hour minimum
PAINTING	\$ 45.00/hour minimum
REPAIRS	\$ 50.00/hour minimum
HAULING	\$ 50.00/hour minimum FOR LABOR+ ACTUAL LANDFILL FEES

**ALTERATIONS TO PREMISES**

Resident agrees that no alterations will be made to the premises including, for example, painting, adding or changing door locks, alterations made to grow any indoor plants, or altering landscaping, without obtaining advanced written consent of Agent. Locks may not be changed or installed on interior doors. Any expenses incurred because of an unauthorized lock change will be charged to the Resident.

Tenant shall use customary diligence in maintaining the Rental Property and common areas. Unless authorized by Landlord in writing, Tenant shall not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter the Rental Property or the common areas. Landlord may immediately restore or repair any alteration or damage made by Tenant without Landlord's prior written approval and may immediately charge Tenant for the costs of such restoration and repair. Tenant shall not alter or remove any of Landlord's property. No changes or alterations, additions or damage may be made on the exterior of the building or the yard. Light fixtures will be in working order including bulbs at move-in, replacements (at the same wattage) are the Tenant's responsibility. Tenant's alterations and improvements to the Rental Property (whether or not Landlord consents to such alterations and improvements) become Landlord's unless otherwise agreed in writing.

**CONDUCT.** The Rental Property and other areas reserved for Tenant's private use must be kept clean and sanitary. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed may be used only for entry or exit. Swimming pools, saunas, hot tubs, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with rules and posted signs. Glass containers are prohibited in or near pools and other common areas. Landlord may regulate: (1) the use of patios, balconies, and porches, including the prohibition of the storage or use of furniture, barbeque grills and flammable substances; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. THERE IS NO IMPLIED COVENANT OF QUIET ENJOYMENT OF THE RENTAL PROPERTY ASSOCIATED WITH THIS LEASE. LANDLORD DOES NOT REPRESENT OR WARRANT THE BEHAVIOR OF ANY THIRD-PARTIES, INCLUDING OTHER TENANTS, OCCUPANTS AND GUESTS OF THE COMMUNITY AND DOES NOT REPRESENT THE CONDITION OF THE RENTAL PROPERTY TO BE



ANYTHING OTHER THAN AS IS. Tenant and all Occupants or guests may not engage in the following prohibited activities: unreasonable disturbances of others or loud or obnoxious conduct, including unreasonable odors; disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the community, including unreasonably hostile communications with the Landlord or the Landlord's representatives, including unreasonably foul language; possessing, selling, or manufacturing illegal drugs or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by Colorado Law; discharging a firearm in the community; displaying or possessing a gun, knife, or other weapon; acts prohibited by statute, ordinance or rules and regulations of any government entity or homeowner association; conduct which results in the issuance of a nuisance letter or notification of violation from any governmental agency; soliciting business or contributions; using the Rental Property for other than residential use to include operating a business or childcare service; storing anything in closets having gas appliances; tampering with utilities; bringing hazardous materials into the community. To the extent Tenant, Occupants or guests are students at the University of Colorado, Landlord may notify the CU Office of Student Conduct of any behavior or lease violation which may represent a violation of the CU Student Conduct Code. Landlord may fully cooperate with any CU Office of Student Conduct action for assessment of probation, community service, suspension or expulsion.

### **INSURANCE AND RESIDENT'S PERSONAL POSSESSIONS**

Agent's insurance does not cover Resident's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, faulty plumbing, faulty appliances, loss of services or other similar cause. If Resident desires to insure personal possessions or to insure against Resident's personal liability, renter's insurance should be obtained. Some parents' or guardian's homeowner policies may cover your personal property; please check. Resident agrees that no rent reduction, adjustment or compensation will be made due to any loss or damage of personal possessions.

AGENT DOES NOT WARRANT, REPRESENT OR GUARANTEE THE SAFETY OF RESIDENT, OCCUPANTS OR GUEST'S PERSONAL PROPERTY. RESIDENT HEREBY RELEASES AGENT FROM ANY AND ALL CLAIMS FOR DAMAGE OR LOSS TO RESIDENT'S PERSONAL PROPERTY AND SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS, INCLUDING AGENTS'S ATTORNEY FEES AND COSTS, FROM ANY CLAIMS ASSOCIATED WITH RESIDENT'S PERSONAL PROPERTY REGARDLESS OF BY WHOM SUCH CLAIMS ARE BROUGHT, INCLUDING RESIDENT'S INSURER. RESIDENT HEREBY AUTHORIZES AGENT TO ACCEPT PACKAGES ON BEHALF OF RESIDENT OR OCCUPANTS AND RELEASES AGENT FROM ANY CLAIM OR LIABILITY ASSOCIATED WITH THE LOSS, DISTRUCTION OR THEFT OF SUCH PACKAGES.

### **MOTOR VEHICLES**

Landlord is not responsible for the safety of or damage to Tenant or any Occupants' or guests' automobiles. Landlord may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Landlord may change the configuration or allocation of parking places at any time. Landlord may have vehicles parked in violation of the Lease, rules or posted signs towed off the premises by the Landlord or hired towing company at the vehicle owner's expense, with or without prior notice. A vehicle is prohibited in the community and may be immediately towed, without prior notification of any kind, if the vehicle: (1) is parked in a marked handicap space without the legally required handicap insignia; (2) blocks another vehicle from exiting; (3) is parked in a fire lane or designated "no parking" area; or (4) is parked in a space marked for other tenant(s) or unit(s). A vehicle is prohibited in the community and may be towed after posting a 24-hour notice in a conspicuous place on the vehicle indicating the Landlord's intent to tow said vehicle, if the vehicle: (1) is abandoned, unlicensed, derelict, inoperable; (2) has flat tires or other conditions rendering it inoperable; (3) has an expired license or inspection sticker; (4) takes up more than one parking space; (5) belongs to a Tenant or Occupant who has surrendered or abandoned the Rental Property; or (6) is the type of vehicle prohibited below, and Tenant has failed to obtain Landlord's prior written consent. In the event the Landlord is fined or incurs any cost associated with Tenant or any Occupants' or guests' vehicle, Tenant shall immediately reimburse Landlord for such amounts. Tenant further agrees not to store and/or park any trailer, camper, boat, or any other similar recreational item or vehicle in the community without the written consent of the Landlord.

Tenant agrees not to store and/or park any commercial or public vehicle in the community under any conditions. Tenant further agrees not to make any repairs of the aforementioned motor vehicle and/or recreational items in the community without the written consent of the Landlord.

### **BARBEQUE GRILLS**

Electric grills and gas grills that are hard wired into the gas lines are permitted 10 feet away from rental property structures. Charcoal grills and other open flame cooking appliances and fires are prohibited. Tenant shall comply with all fire codes.

### **SATELLITE DISH**

No Satellite Dish allowed.

### **RESIDENT SAFETY AND PROPERTY LOSS**

Resident and all Occupants and guests must exercise due care for their own and others' safety and security, especially in the use of smoke and/or carbon monoxide detectors, dead bolt locks, keyless bolting devices, window latches, and other security devices. Resident shall pay for and replace batteries in smoke and/or carbon monoxide detectors as needed. Tenant shall be liable to Landlord and others for any loss or damage from fire, smoke, or water if that condition is contributed to by Tenant disconnecting or failing to replace smoke and/or carbon monoxide detector batteries, or by Tenant not reporting malfunctions. Landlord shall not be liable to any Tenant, guest, or Occupant for personal injury or damage or loss of personal property from fire, smoke, rain, flood, environmental problems, water leaks, hail, ice, snow, lightning, wind, explosions, and interruption of utilities, unless that injury or damage is caused by Landlord's negligence. Landlord shall have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless instructed otherwise, Tenant shall, for 24 hours a day during freezing weather keep the Rental Property heated to at least 65 degrees. Tenant shall not leave appliances, other than furnaces or air conditioners, or water running unattended. Tenant shall be liable for damage to Landlord's and others' property if damage is caused by broken water pipes due to Tenant's violating these requirements. Tenant shall not treat any of Landlord's security measures as an express or implied warranty of security or as a guarantee against crime or of reduced risk of crime. Any security measure undertaken by Landlord shall be for the benefit of Landlord and for the exclusive purpose of protecting Landlord's property and shall not be relied up on by Tenant. Landlord shall not be liable to Tenant or any guests or Occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Landlord shall not be obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. Landlord shall not be responsible for obtaining criminal-history checks on any Tenants, Occupants, or guests in the community. If Tenant or any Occupant or guest is affected by a crime, Tenant shall make a written report for Landlord's representative and for the appropriate local law-enforcement agency. Tenant shall also furnish Landlord with the law-enforcement agency's incident report number upon request.

### **REGISTERED SEX OFFENDER LIST**

No person, including but not limited to Tenant or any Occupant, shall register the address of the Rental Property on any list of registered sex offenders or predators or similar compilation. Landlord does not warrant, represent nor guarantee whether other persons residing in or near the complex appear on any list of sex offenders and shall not be obligated to monitor or disseminate any compilations of registered sex offenders or other criminals. If Tenant desires to obtain a copy of the list of convicted sex offenders in the area, Tenant must obtain a copy from the local police, sheriff or other public record.

## **ENTRY**

If Tenant or any guest or Occupant is present, then Tenant shall allow repairers, servicers, or Landlord's representatives to peacefully enter the Rental Property at reasonable times. If nobody is in the Rental Property, then repairers, servicers, or Landlord's representatives may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means if locks have been changed in violation of this Lease). Landlord shall provide email notice of the entry either before or after the entry. Landlord may enter for the purpose of responding to Tenant's request; repairs; estimating repair or refurbishing costs; pest control; preventative maintenance; filter changes; testing or replacing smoke and/or carbon monoxide-detector batteries; retrieving tools or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or re-keying unauthorized locks; stopping excessive noise or other disturbances; removing health or safety hazards (including hazardous materials) and items prohibited under Landlord's rules; retrieving property owned or leased by former Tenants; inspections; entry by a law-enforcement officer with or without a search or arrest warrant or in hot pursuit; showing the Rental Property to prospective Tenants; or showing the Rental Property to government inspectors, fire marshals, lenders, appraisers, prospective buyers, Realtors, or insurance agents.

## **ASSIGNMENT AND SUBLETTING**

Assigning this Lease, replacing a Tenant or subletting is allowed only when Landlord consents in writing, which consent may be withheld in Landlord's sole and absolute discretion. Tenant shall remain liable for all Lease obligations for the rest of the original Lease term.

Consent is contingent upon completion of the following:

1. Resident shall give Agent at least ten (10) days notice;
2. Resident is responsible for finding the new Resident(s);
3. Resident is responsible for obtaining consent of the Sub Resident from other residents on the lease. Consent must be obtained in writing by email or letter.
4. In the event of a Sublease, Sub Resident must complete a Rental Application and sign a Sublease with Tenant seeking Sublease and assume all of the obligations and responsibilities set forth herein;
5. There will be a \$175.00.00 subleasing charge for each Sub Resident, whether or not Agent is informed of subleasing.
6. In the event of a lease reassignment, a flat fee of \$300.00 will be assessed. In cases where resident wishes to reassign their portion of the lease, the resident is responsible for finding new Resident, obtaining consent from other residents for replacement Resident, obtaining Rental Application and Parental Guarantee. No reassignments will be allowed after April 30<sup>th</sup>.
7. In the event of a breach of lease, Agent will charge a \$1,000.00 re-rental fee to any resident(s) to cover administrative costs in addition to all other costs allowed for in this agreement.

## **RULES AND REGULATIONS**

Resident agrees to abide by all rules and regulations in effect at the time of signing this lease (a copy of which is attached to and hereby made part of this lease) and to such amended rules or regulations which may be added from time to time. Resident agrees not to make any excessive noise or to create any nuisance including odors, use of machinery and violent behavior that will disturb the peace and quiet and safety of others. Resident agrees that compliance with these rules is a condition of his/her occupancy.

1. You must have a zero balance on your account before you can receive your keys on the first day of your lease, or to sublease your unit. A zero balance includes having all Security Deposit and all current rent due, paid in full. Your lease begins at **noon** on the first day of your lease, and keys cannot be given until after noon on that day.

2. THIS LEASE IS BINDING UPON THE CLEARANCE OF FUNDS FOR THE FULL DEPOSIT.
3. No upholstered furniture will be allowed on the exterior of units, including porches, decks, roofs, and lawns. Furniture left in these areas will be removed by Agent without notice, at Resident's expense. A minimum of \$50.00 will be charged for removal of each upholstered piece of furniture. No prior notice by Agent is required.
4. All leaking faucets, toilets, windows, fireplaces, and/or defect or potential defects in the premises, or appliances not in good working order shall be reported promptly to Agent. Resident will be charged for damages and or extra utility charges resulting from negligence in reporting defects in the premises.
5. If your garbage disposal jams as a result of overloading or improper disposal you will be charged for repairs.
6. Do not flush anything except bodily waste and toilet paper down the toilet. Dispose of sanitary products (even tampons) by placing in plastic-lined waste cans. Never flush in the toilet napkins, paper towels, facial tissues, diapers, condoms, mop pads, dust, rubbish, coffee grounds, or kitty litter. If your plumbing clogs with any items except bodily waste, toilet paper and roots, you will be charged for repairs. OWNER SHALL PAY FOR CLEARING OF DRAINS DUE TO NATURAL CAUSES SUCH AS TREE ROOTS OR BROKEN DRAIN PIPES.
7. Do not overload clothes washers. Once the washer has begun to agitate, do not add items. For front-load washers only use soap made for front-load washers.
8. Load dishwasher carefully so that small items won't slip through and jam mechanism. Be sure to clear plates of excess food. When unloading, check for loose items in the bottom — utensils, pieces of glass, jar labels, etc.
9. The Agent encourages all of our residents to recycle. If recyclables accumulate and create a nuisance, they will be removed by Agent without further notice at Resident's expense.
10. Damages by third parties or unknown persons are the responsibility of the Residents. Residents are encouraged to inquire about renter's insurance with their insurance agent. Any damage to the premises caused by Resident, his guests, movers, or employees carrying articles in or out, or through halls and entrances, shall be paid for by Resident at the time the damage is incurred.
11. Hooks shall not be installed in the ceiling for any purpose: i.e., hanging speakers, hanging plants or hanging lamps. Absolutely no holes may be made in the ceiling.
12. TENANTS AGREE TO USE BRAD NAILS, PUSH PINS OR THUMB TACKS TO HANG PICTURES, POSTERS AND TAPESTRIES. TENANTS ARE NOT ALLOWED TO DRIVE ANY SCREWS OR THEIR EQUIVALENT OR USE DOUBLE-SIDED FOAM TAPE ON WALLS, CEILINGS AND WOODWORK. HOLES IN WALLS ANY LARGER THAN A BRAD NAIL, PUSH PIN OR THUMB TACK WILL BE REPAIRED AT A COST OF \$40/HOUR PLUS MATERIALS.
13. No wires, aerials, antennas for radio or television, wires, ropes, for clothes drying lines shall be installed on the roof, decks, or other parts of the building without prior written permission of Agent. Extra refrigerators and window air conditioning units must be removed at the request of Agent.
14. TENANTS AGREE NOT TO LEAVE BURNING CANDLES UNATTENDED. TENANTS ARE DISCOURAGED FROM EVER USING BURNING CANDLES and INCENSE.
15. No person is permitted on building roofs.
16. Resident, family, and guests shall have due regard for the peace, comfort, and enjoyment of other residents in the building; musical instruments, stereos, television sets, etc., shall be played during reasonable hours, and in accordance with the City of Boulder Noise Ordinance. Only private parties of reasonable size are allowed on the premises.
17. Resident is responsible for testing and maintaining smoke and carbon monoxide detectors. If detector chirps, you are responsible for replacing the alarm's battery but **do not dismantle it!** Resident shall notify Agent of any detector missing or not operating properly.
18. Resident agrees not to violate the following that the City of Boulder considers to be Nuisance Violations and if Resident receives a violation agree to pay for violation. City of Boulder Violations are:

19. Assault; Brawling; Threatening Bodily Injury; Obstructing Public Streets, Places or Buildings; Use of Fighting Words; Disrupting Quiet Enjoyment of Home; Damaging Property of Another; Damaging Public Property; Trespass; Fires on Public Property; Littering; Graffiti Prohibited; Obstructing a Police Officer or Fire Fighter; False Reports; Unreasonable Noise; Excessive Sound Levels; Fireworks; Public Urination; Possession and Consumption of Alcoholic Beverages in Public Prohibited; Unlawful to Sell or Give to or Procure for Minors; Possession and Sale by Minors Unlawful; Garbage; Obstructing Traffic Prohibited, and Open Burning.
20. Residents AGREE THIS IS A NON- SMOKING UNIT. IF SMOKING IS EVIDENCED IN THE UNIT OR BURNS ARE EVIDENCED IN THE CARPET, LANDLORD MAY CHARGE FOR CARPET REPLACEMENT, WALL AND CEILING PAINTING AND UPHOLSTERY REPLACEMENT IN ORDER TO REMOVE SMOKING ODOR AND DAMAGE.
21. ANY CARPETS MUST BE PROFESSIONALLY CLEANED UPON VACANCY AT THE RESIDENTS EXPENSE and WILL BE ASSESSED AGAINST THE SECURITY DEPOSIT.
22. TENANTS SHALL BE RESPONSIBLE FOR REPLACING LIGHT BULBS AND DAMAGED OR MISSING WINDOW DRESSINGS, WINDOWS AND WINDOW SCREENS.
23. PROHIBITED ITEMS: RESIDENTS ARE NOT ALLOWED THE FOLLOWING ITEMS WITHOUT THE OWNERS PRIOR WRITTEN CONSENT.
  - KEGERATORS, OUTSIDE. REFRIGERATORS
  - SWIMMING/ WADING POOLS, WATER SLIDES
  - POOL TABLES, FOOSBALL TABLES, PING PONG TABLES, BEER PONG TABLES (FOLDING BANQUET-STYLE TABLES)
  - AQUARIUMS LARGER THAN 20 GALLONS
  - TRAMPOLINES
  - OUTSIDE TIRES, KEGS, MATRESSES
  - OUTSIDE FLAGS AND BANNERS OTHER THAN U.S. FLAG & CU FLAG
  - ANY ITEMS ON ROOF AND NON-RAILED BALCONY AREAS SUCH AS CHAIRS AND CHAISE LOUNGES
  - CHARCOAL GRILLS OR HIBACHI GRILLS, CHARCOAL, LIGHTER FLUID OR TIKI TORCHES
  - DART BOARDS
  - FIREWORKS
  - AMPLIFIED MUSICAL INSTRUMENTS
  - HORSESHOE PITS, WASHER PITS, VOLLEYBALL NETS
  - CINDER BLOCKS
  - WATERBEDS
  - RESIDENTS ALLOW OWNER TO REMOVE AND DISPOSE OF PROHIBITED ITEMS THREE DAYS AFTER WRITTEN NOTICE VIA E-MAIL IS GIVEN BY OWNER. RESIDENTS AGREE TO PAY OWNER/AGENT \$40/ MAN HOUR FOR COSTS ASSOCIATED WITH THE REMOVAL OF THE ITEMS PLUS HAULINGS AND DISPOSING CHARGES ASSOCIATED.

### **EVICTION AND ABANDONMENT**

Agent may evict Resident from the premises or undertake other legal action to regain possession for non-payment of rent or substantial breach of the lease, including non-payment of utilities or other charges due. Agent may evict Resident for any substantial violation as defined by Colorado Revised Statute 13-40-107.5. Resident shall continue to be liable for rent and bound by the other provisions of this lease during the time Resident remains in possession of the leased premises, even if Agent has chosen to evict Resident because of Resident's breach of this lease.

If the premises are abandoned or if Resident is evicted, without regard to eviction Resident will remain responsible and liable for any loss of rent for the remainder of the lease term and such rent will be accelerated automatically without notice or demand. Agent will attempt to re-rent the premises to minimize any loss. Agent may ready the premises and adjust the rent down at the expense of Resident. If Resident does not leave at the end of the lease term, Agent, after notifying Resident, may remove Resident's belongings, including vehicles, so long as there is no breach of the peace. All items left on the premises will be deemed abandoned items, will not be stored and will be disposed of at Resident's expense. Agent will not be responsible for any reimbursement for the belongings. In the event an eviction is filed in court, Resident will be charged all attorneys' and other applicable fees including an eviction administrative fee.

### **CITY OF BOULDER RENTAL LICENSE REQUIREMENTS AND FEES**

Rental property in the City of Boulder is required to have a rental license. In order to have a rental license, the property must be in compliance with the City of Boulder International Property Maintenance Code and SmartRegs which establishes minimum health, safety, and maintenance standards for premises in the city. Resident agrees to cooperate fully with and to undertake all efforts and tasks required by city of Boulder and or Agent's contractors to comply with rental license requirements including making the premises available for entry.

The City of Boulder's "Smart Regs" Ordinance requires all licensed rental properties to achieve a specific level of energy performance. In order to fulfill this requirement, Landlord and Tenant agree to cooperate in all phases of this requirement. The parties agree as follows:

1. An initial audit of your unit will be required. In addition, several other potential installations and/or services may be required to fulfill the city's requirements. Tenant agrees to cooperate to schedule and allow this energy conservation work to be done and further agrees to move any personal possessions requested in order to make areas accessible for the work and audits.
2. Tenant also hereby agrees to allow Landlord to obtain copies of their utility bills from the utility provider. Tenant will complete any City and/or County of Boulder Utility Release Forms and forms required by Xcel or any other energy provider for any energy related rebates. In addition, any rebates obtained due to the energy conservation work that is paid for by the Landlord will be assigned to the Landlord by the Tenant.
3. Tenant agrees that if any CFL bulbs are broken, the EPA clean-up guidelines found at <http://www.epa.gov/cfl/cflcleanup.html> will be followed by Tenant.
4. Tenant and Landlord agree that any violation of this Addendum is a material violation of the Lease, and Landlord may give a demand for compliance or possession.
5. In case of any conflict between the provisions of the Lease and this Addendum, the provisions of this Addendum shall govern. This Addendum is incorporated into the Lease executed or renewed between the Landlord and the Tenant.

### **MOLD**

Agent does not warrant or represent that the premises shall be free from mold.

Resident hereby indemnifies and shall hold Agent harmless from any and all claims of consequential damages such as damages to Resident's personal property, or claims of adverse health conditions associated with exposure to mold.

#### **Resident's Obligations Regarding Mold**

Resident shall keep the premises, particularly the kitchen, bathroom(s), carpets and floors, clean through regular vacuuming, mopping and use of household cleaners on hard surfaces.

Resident shall immediately and consistently remove all visible moisture from all surfaces in the premises.

Resident 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. Resident shall immediately inform Agent in writing of any water leaks or signs of water leaks as well as any missing grout or caulk in tiled areas.

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

Resident shall not allow damp clothes and towels to accumulate and shall consistently hang towels on towel racks to allow them to dry. Resident shall keep all windows and doors closed during adverse weather and when the premises is unattended.

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

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

#### **Agent's Obligations Regarding Mold**

Upon written notification by Resident, Agent shall within a reasonable time, use reasonable effort to repair water leaks in the premises, provided such leaks are not caused by the misuse, use or neglect of Resident, or any occupants, guest or invites of Resident, or by any violation of the Lease to this Mold clause by Resident, or any Occupants, guest or invites of Resident.

Upon written notification by Resident, Agent shall within a reasonable time, use reasonable effort to 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, use or neglect of Resident, or any occupants, guest or invites of Resident or by any violation of the Lease or this Mold clause by Resident, or any Occupants, guest or invites of Resident.

#### **PEST CONTROL**

Resident and Agent agree as follows:

If Resident fails to report any pest infestation and/or problems with the Premises within seven (7) days of Move-In it shall be an acknowledgement by Resident that the Premises are acceptable, in good condition and pest free.

Resident and Agent agree that any violation of this Pest Control agreement constitutes a material violation of the Lease, and Agent may terminate Resident's right to possession upon three days (3) Notice to Quit, no right to cure. There is no requirement that Agent allow Resident to cure prior to serving Resident with a Notice to Quit. Proof of the violation of this Addendum shall be by a preponderance of the evidence.

Resident agrees to cooperate fully with and to undertake all efforts and tasks required by Agent, and in Agent's sole discretion, or Agent's pest control company employed to eradicate pests. Resident's full cooperation includes but is not limited to immediately reporting pest infestation to the Agent, making the premises available for entry to complete pest inspection and eradication treatment(s), completing all required pre-treatment activities, evacuating the premises during and after treatment for the required time frame, completing all required post-treatment activities, and immediately reporting ineffective treatment or re-infestations to the Agent in writing.

All requests for extermination must be in writing. Agent will notify Resident in advance of each pest inspection, including providing a preparation sheet. Notification is presumed received if Agent hands the notice and instructions directly to Resident, if Agent posts the notice and instructions to Resident's unit or if Agent emails notice to Resident.

If Resident promptly notifies Agent and cooperates with Agent and/or Agent's pest control company and the unit is either re-infected or the initial treatment is ineffective, Agent will promptly schedule re-inspection and re-treatment at no cost to Resident. If Resident is not fully prepared for the treatment, Resident agrees to pay \$200.00. If Resident fails to cooperate fully with the treatment plan, and the unit is either re-infected or the initial treatment is ineffective, Resident agrees to pay all costs of all subsequent treatments, as well as the cost of treatments for the spread of the infestation to additional units.

Agent is not liable to Resident for any damages caused by pests, including but not limited to, replacement of furniture, medications or medical expenses. Agent is not responsible for any damage done to Resident's unit or personal items during pest control inspections or treatments.

Resident acknowledges that Agent's efforts to provide a pest free environment, does not in any way change the standard of care that Agent owes Resident under the lease. Resident further acknowledges that Agent does not guaranty or warranty a pest free environment. Resident acknowledges and understands that Agent's ability to police, monitor or enforce this Pest Control agreement is dependent in significant part on Resident's voluntary compliance and cooperation.

Resident acknowledges that **used** or **secondhand** furniture is the primary way that bed bugs and roaches are spread. Resident agrees to not acquire or purchase any used or secondhand furniture. Resident acknowledges that sharing vacuum cleaners, etc. is another highly possible way to spread bed bugs and roaches. Agent strongly advises Resident not to share such items with other Residents.

### **RENTAL UNIT DISCLOSURES (The language in this section is required by the City of Boulder)**

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

#### **Occupancy Limits**

The dwelling unit you will be renting or leasing may be occupied by no more than \_\_\_\_\_ unrelated persons. Under the current lease, the only people permitted to occupy the dwelling unit are the *signatories on this lease*.

City of Boulder laws permit a renter or leaseholder to have a temporary houseguest. However, if any guest becomes a Resident of the premises or dwelling unit, and if this produces a violation of the legal occupancy limit, a criminal prosecution can result. Violations of the occupancy laws of the City of Boulder can result in criminal prosecutions and fines of up to \$2,000.00 for each day in violation.



### **Interest on Security Deposits**

Interest on Security Deposits will be paid at the yearly rate specified by the City of Boulder.

### **Noise Ordinances**

The City of Boulder has several ordinances which regulate noise. Violations of any of these ordinances can result in criminal prosecution and a maximum fine of up to \$1,000 and 90 days in jail.

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

### **Fireworks Ordinance**

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

### **Nuisance Party Ordinance**

A nuisance party is a gathering at which one of a number of violations of Boulder's Code provisions occurs. These include the unlawful consumption of alcohol, the unlawful provision of alcohol to minors, property damage, obstruction of traffic, or the generation of excessive noise. A nuisance party is also any party at which an open keg of beer is located in the front yard setback, on the front porch, or in an unscreened side yard, of a property. Any person convicted of holding a nuisance party can be criminally prosecuted and sentenced to a fine of up to \$1,000.00 and 90 days in jail.

### **Trash Ordinance**

Trash Contract Required, Subsection 6-3-3(b), B.R.C. 1981. Every rental property is required to maintain a valid contract with a commercial trash hauler providing for the removal of accumulated trash on an at least a weekly basis; this trash contract is the responsibility of Agent. No overflowing trash receptacles are allowed; recycling bins/carts can be put out no more than 12 hours of pick-up. Violation for these ordinances can be subject to \$250 fine plus required Municipal Court appearance.

### **Weed and Snow Removal Ordinances**

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

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

**Parking (or Blocking) Sidewalk**

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

**ACKNOWLEDGMENTS**

The undersigned Resident acknowledges that any violation of any federal, state or local regulation, law or ordinance, including, but not limited to those referenced in this Rental Disclosures clause, 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 Residents hereby acknowledge that any violation of any federal, state or local regulation, law, or ordinance by any person at the premises shall constitute a Substantial Violation of the terms of the lease, as defined by C.R.S. 13-40-107.5 and entitle the Landlord to possession of the premises, following a three-day Notice to Quit. All Residents shall abide by all federal, state and local regulations, laws and ordinances, including, but not limited to those reference in this clause and shall cause any other person at the premises to do the same. Each Resident 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 Resident or other person at the property, during the term of lease. Resident 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 Agent, including, but not limited to, claims that the Agent failed to reasonably supervise, screen or remove any Resident or other persons at the premises. This obligation to indemnify and hold harmless shall be joint and several between all Residents, shall inure to the benefit of any successor in interest or assignee of the Landlord, and shall include any cost and attorney fees of Landlord in defending such claims or enforcing this clause.

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 and legal action may be taken against me by the Agent.

**NUISANCE ABATEMENT**

Nuisance abatement is a City of Boulder proceeding to prevent the premises from being a public nuisance. Public Nuisance means the condition or use of the premises on or in which two or more separate violations have occurred within a twelve month period, or three or more separate violations have occurred within a twenty-four month period, if, during each such violation, the conduct of the person committing the violation was such as to annoy residents in the vicinity of the parcel or passers-by on the public streets, sidewalks, and rights-of-way in the vicinity of the premises. It is Resident’s responsibility to know City of Boulder ordinances. Refer to the City of Boulder for an explanation of all ordinances.

If checked, at the date of the approval of this lease, the premises is in Nuisance Abatement with the City of Boulder.

**CITY OF BOULDER AND STATE OF COLORADO VIOLATIONS**

Resident agrees to pay fines that may be levied by the City of Boulder and related cost and penalties for Resident’s failure to comply with city, state or federal laws. Related cost may include time Agent spends (at a minimum of \$50 per hour with a two hour minimum) related to Resident’s noncompliance with city ordinances and state laws. These ordinances and laws may include, but are not limited to, failure to maintain the cleanliness of the exterior of the premises, leaving trash containers at street side overnight, noise complaints, minors in possession of alcohol (MIP) violations and nuisance abatement violations.

**UNIVERSITY OF COLORADO STUDENT JUDICIAL AFFAIRS**

The University of Colorado has jurisdiction for a student’s behavior on and off campus and is concerned about inappropriate behaviors that may have an effect on the university community. So even if it happens off campus, it may still be a violation of the Student Conduct Code which may be handled by the Office of Judicial Affairs. Agent will cooperate with all legal enforcement agencies to enforce the rules of the University of Colorado. The Office of Judicial Affairs has significant authority including the powers of probation, suspension and expulsion.

**ATTORNEY’S FEES**

All attorneys’ fees incurred by Owners or Agent to enforce the terms of this lease or collect the amounts due under this lease shall be paid by Resident. In the event of any legal action concerning this lease which results in a judgment, the losing party shall pay to the prevailing party reasonable attorney’s fees and court costs to be fixed by the court.

**JURY WAIVER**

Landlord and Tenant agree that any claim by one against the other, whether for possession of the Rental Property or for monetary damages, shall be tried before a state court judge and not before a jury. Both Landlord and Tenant hereby waive any and all right to trial by jury.

**REPRESENTATION**

Any statement submitted by Resident in the Rental Application is to be considered a material inducement to execute this agreement, and the falsity of any part of such statement shall entitle Agent to terminate this agreement.

**SUBORDINATION**

This lease shall be subordinate to sale and all existing and future mortgages and deeds of trust upon this property.

**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.

**SEVERABILITY**

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

**JOINT AND SEVERAL LIABILITY**

If this lease is signed on behalf of Resident by more than one person, then the liability of the persons so signing shall be joint and several. The language “joint and several” means that if more than one person has signed this lease, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of this lease, except where expressly otherwise agreed between Agent and Resident.

**SIGNATURES/AMENDMENT OF LEASE**

As an alternative to physical signing, any signed document may be delivered in electronic form. This lease and the other forms incorporated by reference contain the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties. All agreements entered into prior to the acceptance of this lease by Agent are excluded, whether oral or in writing.

- The following forms are a part of this lease:
- Rental Application
- Lead-Based Paint Disclosure (if applicable)
- Parental Guarantee (if applicable)

and other forms that may be agreed to by Resident and Agent at a later time. If any errors are made in lease, Agent has the right to correct during lease term. This lease may be accepted on behalf of Owner by Agent who will affix Agent's signature in the space provided below.

Agent Approval \_\_\_\_\_ Date \_\_\_\_\_

Resident Approval	Print Name	Date	Time
X _____	_____	_____	at ____:____
X _____	_____	_____	at ____:____
X _____	_____	_____	at ____:____
X _____	_____	_____	at ____:____
X _____	_____	_____	at ____:____

Sub Resident Approval	Print Name	Date	Time
X _____	_____	_____	at ____:____

Additional Security Deposit Due \$ \_\_\_\_\_.

X \_\_\_\_\_ at \_\_\_\_:\_\_\_\_

Additional Security Deposit Due \$ \_\_\_\_\_.

X \_\_\_\_\_ at \_\_\_\_:\_\_\_\_

Additional Security Deposit Due \$ \_\_\_\_\_.