

## LEASE SUMMARY

Property address: 1234 Happy Lane Boulder, CO 80303 in Boulder County  
Property code: 12345  
Company: Aspen Management Company mailing address: PO Box 270254, Louisville, CO 80027  
Property Manager: Aspen Manager Company phone: 720-473-6440

Residents	Roll (P – Primary contact, S – Secondary contact)	Proof of insurance
John Doe 303-555-1212, JohnD@gmail.com	P	
Jane Doe 303-555-2121, JaneD@gmail.com	S	
Bill Smith 720-555-1212, Bills@gmail.com	S	
Sally Smith SallyS@gmail.com, 7205552121	S	
Total number of Residents	8	
Maximum number of unrelated Residents	8	

Dates of Lease: January 15, 2019 to May 31, 2020

### Rent:

Unit Rent	\$1,200.00
Monthly Pet Rent	\$50.00
Monthly Storage Rent	\$25.00
Monthly Parking Rent	\$25.00
Total Monthly Responsibility	\$1,300.00

Prorated rent: From January 15, 2019 to January 31, 2019 due on January 15, 2019 in the following amounts:

Prorated Rent Amount	\$-56.00
Prorated Pet Rent	\$28.00
Prorated Storage Rent	\$14.00
Prorated Parking Rent	\$14.00
Total Prorated Responsibility	\$0.00

### Rent Concession:

Type	One half a months rent free
Amount	\$713.00

Utilities: Monthly utilities of \$32.00 starting on January 15, 2019. Prorated utilities from January 15, 2019 to January 31, 2019 due on January 15, 2019:

Prorated Utility Amount	\$18.00
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### Deposit:

Amount \$ 2,000.00 + Pet \$ 300.00 for 1 pet(s) (Held by Management ☒ or Owner ☐ ) (Interest yes ☒ or no )

Deposit Pmt Details: \$N/A due and payable at lease signing and \$N/A due and payable on January 15, 2019

**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:**

1234 Happy Lane, Boulder CO 80303

### **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 \$11,000 (plus adjustment for inflation). The current penalty is up to \$16,000 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."

**Initials**

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### 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.

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### Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

#### "Landlord"

Aspen Management

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Manager Member: [Aspen Manager](#)

#### "Resident"

[John Doe](#) (signed):

Phone: [303-555-1212](#)

Email: [JohnD@gmail.com](#)

[Jane Doe](#) (signed):

Phone: [303-555-2121](#)

Email: [JaneD@gmail.com](#)

[Bill Smith](#) (signed):

Phone: [720-555-1212](#)

Email: [BillS@gmail.com](#)

[Sally Smith](#) (signed):

Phone: [SallyS@gmail.com](#)

Email: [7205552121](#)

## COLORADO RESIDENTIAL LEASE AGREEMENT

1. **PARTIES.** This lease (this "Lease Contract") is between, the Resident (list all people signing the Lease Contract): John Doe Jane Doe Bill Smith Sally Smith (collectively "Resident") and the owner of the premises ("Owner") or its authorized agent: Colorado Real Estate Management LLC D/B/A Aspen Management (collectively "Landlord"). Resident agrees to rent 1234 Happy Lane (street address), in Boulder (city), Colorado, 80303 (zip code), in Boulder County (the "Premises"), for use as a private residence only. Any party(ies) guaranteeing performance of this Lease Contract (collectively "Guarantors"), shall either sign this Lease Contract or a separate lease guarantor form.

2. **PREMISES.** "Premises" shall included but not be limited to the residence, land dedicated to the residence, attachments, out buildings, parking structures, appliances, window dressings, fixtures, equipment and any other property present at the execution of this Lease.

3. **OCCUPANTS.** The Premises will be occupied only by Resident and: Jimmy Doe Janie Doe Billy Smith Sandy Smith (collectively "Occupants").

No one else may occupy the Premises without Landlord's prior written consent, which consent may be withheld in the sole discretion of the Landlord and which, as a condition of being granted, may require the submission of an application, the consent to a background check and payment of an application fee. A person shall be considered to be occupying the Premises if the person reasonably appears to be using the Premises as a place to live. Indications of occupancy shall include, but not be limited to: coming and going to the Premises with the use of a key, providing any third-party (including the police) with the address of the Premises as that person's residential address, receiving mail at the Premises, keeping clothes or personal effects at the Premises, commonly being present in the Premises, or commonly parking the person's vehicle for extended periods of time or overnight. A person may establish unauthorized occupancy of the Premises, and thereby create a violation of this Lease Contract, 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 Premises shall be Resident's guest.

Resident agrees to accept any and all liability for violation of City and County ordinances governing the maximum legal number of occupants for these premises. Occasional visits by family members or friends. **Said visits shall be limited to not more than three (3) days without Landlord's written permission.**

4. **CONTRACT TERM.** The initial term of the Lease Contract begins on the 15 day of January, 2019, and ends at **10:30AM** the 31 day of May, 2020. Resident must give written move-out notice as required by paragraph 5.

5. **NOTICE TO QUIT AND HOLDOVER.** Resident agrees, at least sixty (60) days prior to the expiration of the term, to give written notice to Landlord of Resident's intention to vacate the Premises at the end of the term of the Lease Contract. If such notice is not timely given, Resident shall be liable for and agrees to pay Landlord the rent due for the following month if the Premises is not re-rented. Landlord is not obligated to give 60-day notice. In the event that Resident holds over the Premises after the term of the Lease Contract, without written authorization, the tenancy shall be deemed a month-to-month tenancy at an increased monthly rental rate of **two times the current rent pro-rated daily**. All other provisions of the Lease Contract, including the provision requiring Resident to give at least 60-days notice of Resident's intention to vacate, shall remain in full force and effect. Regardless of the number of days in a month, Resident agrees that notices tendered after the first day of any month shall not be effective to terminate this Lease Contract until the last day of the second full month following date of notice (example: notice received on June 3 will not terminate lease until August 31).

6. **SECURITY DEPOSIT.**

- a. At the time of the signing of this Lease Contract, Resident shall deposit with Landlord the sum of \$2,000.00 as security deposit against the breach of any of Resident's covenants and agreements contained herein, including without limitation: damage to the Premises, the yard and buildings owned by Landlord and surrounding or adjacent the Premises, furniture, fixtures, appliances, and carpet; abandonment of the Premises; nonpayment of rent, late charges, insufficient check charges, and attorneys' fees. To the extent the security deposit is utilized by Landlord during the term of this Lease Contract, Resident shall immediately upon demand reimburse Landlord and restore the security deposit amount.
- b. The security deposit or other like amounts received by Landlord from Resident pursuant to this Lease Contract will be held and disbursed subject to the terms of this Lease Contract and law. In the event Landlord appoints his agent, broker, or manager to hold and disburse said funds, Resident hereby consents to such appointment. In the event of a sale of the Premises by Owner, upon Landlord's compliance with the applicable law, Resident will look solely to the successor landlord, or said landlord's agent, broker or manager, as the case may be, for satisfaction of all claims relating to said security deposit, and

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shall not look to original Landlord. It is agreed that Aspen Management shall initially hold the security deposit, subject to further assignment, as authorized. If Owner sells the Premises or changes management companies, Resident specifically consents to and authorizes the transfer of Resident's Security Deposit(s) to a Successor.

- c. Regardless of the purpose of any Security Deposit, Landlord may apply any deposit to any sum owed by Resident at any time at Landlord's sole discretion. Resident shall not apply or use any portion of the Security Deposit as an offset or reduction to the payment of Rent or other sums due under this Lease at any time for any reason unless specifically authorized to do so in writing by written instrument.

7. **KEYS.** Resident will be provided Premises key(s), mailbox key(s), garage door openers, and for **KEYS SHALL NOT BE DUPLICATED BY RESIDENT.** Any Resident or occupant who has permanently moved out according to a remaining Resident's affidavit is (at Landlord's option) no longer entitled to occupancy or keys. Landlord may (but shall not be obligated to) at any time, including following the death of Resident, deliver copies of any and all keys to any person designated by Resident as the Emergency Contact in the application or other writing provided by Resident to Landlord.

8. **RENT CHARGES.** Resident shall be obligated to pay a total rent of \$21,513.00 for the Premises. The rent shall be due and payable in advance and without demand in equal monthly installments of \$1,300.00. Resident shall pay all amounts due under this Lease by approved electronic payment. If not paid electronically Rent shall be delivered in **one** check or **one** money order, made out to Aspen Management or as designated in writing by Landlord or Landlord's agent, via public or private postal services to:

Postal:  
Aspen Management  
PO Box 270254  
Louisville, CO 80027

In Person:  
Aspen Management  
2095 West 6<sup>th</sup> Avenue, Ste 100  
Broomfield, CO 80020

If a dropbox, lockbox, or any other unattended rent drop (collectively "Dropbox") for rent payments is provided, it is solely for Resident's convenience. Resident agrees that any payment placed into a rent Dropbox shall not be considered delivered to the Landlord unless Resident's payment is in the Dropbox when opened by the Landlord. Until any payment put in the Dropbox is received by the Landlord, Resident bears 100% of the risk of loss, including by theft, of any payments put in the Dropbox. For timeliness of payment, Dropbox payments shall be deemed as received by the Landlord on the date they are applied to Resident's account. Resident must pay rent on or before the 1st day of each month (due date) with no grace period. Landlord may, at Landlord's option, require at any time that Resident pay all rent and other sums in certified or cashier's check or money order. Landlord shall apply on Resident's account all monies received from Resident in Landlord's sole and absolute discretion, regardless of any notations on payments made by Resident or when resident's obligation to pay such monies arose. Resident's promise and covenant to pay rent is independent, absolute, without right to setoff, offset, or deduct by Resident, for any reason including but not limited to any alleged breach of Landlord or Landlord's agent. Cash or credit card payments are unacceptable without Landlord's prior written permission. Resident may not withhold or offset rent for any reason.

9. **PRORATED CHARGES.** A prorated rent amount of \$0.00 shall be due and payable the 15 day of January, 2019 for the partial rental period of 15 day of January, 2019 through 31 day of January, 2019.

A prorated utility amount of \$18.00 shall be due and payable the 15 day of January, 2019 for the partial utility period of 15 day of January, 2019 through 31 day of January, 2019.

10. **LATE, DISHONORED PAYMENTS, EVICTION AND OTHER FEES AND CHARGES.** If Resident does not timely pay rent, pet rent, utilities, storage or any other recurring charges outlined in this Lease Contract, Landlord may utilize all remedies under this Lease Contract, including the termination of Resident's right to possess the Premises. Unless otherwise altered in writing, all payments are due without demand on the first (1<sup>st</sup>) day of the month. Any payments received after midnight on the fifth (5<sup>th</sup>) day of the month, shall be subject to an initial late charge of **10% of the amount due, with an additional late fee of \$3.00 per day being imposed for each additional day that any amount remains unpaid, or the maximum permitted by law whichever is greater.** Dishonored payments are any payments which are dishonored or not paid upon presentment for any reason, including but not limited to payments by check and electronic payments. Resident shall pay the greater of a \$20.00 dishonored payment fee or the maximum allowed by law for each dishonored payment in addition to any resultant late fees. Upon demand, Resident shall immediately replace any dishonored check with certified funds. If Resident tenders to Landlord two or more dishonored payments, Resident shall without notice, demand, or request, make all further payments to Landlord in certified funds. Resident shall make all payments in response to an eviction notice or demand for rent or possession with certified funds and not by any electronic payment method. Landlord, at Landlord's sole and absolute discretion reserves the right to return electronic payments made in breach of this Lease if any electronic payment is made after a demand has expired or if any electronic payment made during the demand period is less than the full demand. Landlord shall return any electronic payments within a commercially reasonable time from the time Landlord confirms receipt. If

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Resident makes any payment in response to an eviction notice or demand for rent or possession after the three-day demand period has expired, in addition to any other amounts due, Resident shall pay landlord for eviction administrative and attorneys' fees and court costs. If Landlord starts or completes an eviction, Resident agrees to pay Landlord all costs of eviction including reasonable attorneys' fees and Sheriff's fees.

11. **UTILITIES.** Resident shall be responsible for the following utilities or services in connection with the lease Premises:

**UTILITY BILL BACK** Landlord shall arrange for the following utilities and services at its sole discretion for the benefit of all Residents. Resident hereby agrees to pay for the following utilities or services connected with the Premises and shall be billed directly to the Resident by the Landlord each month using a flat fee method based on an average of the previous year actual utilities. A Flat Utility fee of **\$32.00 per month** shall be applied to the Resident account on or before the 1<sup>st</sup> of each month, and shall be considered rent. There shall be no reconciliation against actual utilities at the end of the Lease term. The Flat Utility fee is subject to change with sixty (60) days written notice from Landlord subject to utility rate increases imposed by third party utility providers. Utility bill back shall be applied in unequal measure to the following utilities marked with an 'X', unmarked utilities are not included:

-	Unit Heat
-	Unit Water
-	Unit Sewer
-	Unit Trash
-	Unit Electric
-	Unit Gas
-	Unit WIFI
-	Common area, Water, Sewer, Trash and Snow Removal

Resident shall be responsible for paying the following utilities or services connected with the Premises in the Resident's name and the Resident is responsible for arranging for and maintaining such services in good standing in the Residents Name: 100% water; 100% wastewater; 100% gas; 100% electricity; 100% cable TV; 100% trash; 100% Internet; 100% snow removal; 100% grounds\yard maintenance; N/A other (specify) N/A

Resident shall pay for all other utilities, related deposits, connect and disconnect fees, and charges on utility bills delivered to the Premises or connected in Resident's name or during Resident's tenancy. Resident shall transfer all utilities that are to be paid by Resident into Resident's name or account effective on the first day of this Lease regardless of when Resident plans to reside in the Premises. Landlord may bill Resident, including a \$25.00 utility billing fee per utility, for any amounts incurred by or charged to Landlord which may result from Resident's failure to establish such utility in Resident's name as agreed. Resident shall pay a **\$20.00** utility transfer fee for water and wastewater due with the execution of this Lease. Resident shall not allow, directly or indirectly, utilities to be disconnected - including disconnection for not paying bills - until the Lease Contract term or renewal period ends. Landlord reserves the right to pay any utility bill on behalf of Resident and bill the amount paid, including a reasonable billing or administrative charge for such billing, to the balance due by Resident under this Lease Contract and utilize all remedies available against Resident for nonpayment of amounts due under this Lease, including termination of the right of possession and the accruing of late fees on the amounts advanced. Resident shall reimburse Landlord for any utility charge paid by Landlord to the benefit of the Resident on or before the first day of each month, or on any date set forth in any bill from Landlord to Resident for any utility. Cable channels and service providers that Landlord provides, if any, may be changed or terminated at Landlord's sole and absolute discretion during the Lease Contract term. Utilities may be used only for normal household purposes and must not be wasted. If electricity is ever interrupted, Resident shall use only battery-operated lighting. Landlord does not warrant, represent or guarantee that utility services will be uninterrupted during the term of this Lease Contract. To the extent an interruption of utilities is within the control of Landlord, Landlord shall use reasonable efforts to restore interrupted utility service. In the event a utility provider bills Landlord for utilities associated with the Premises which are combined with utilities for other Premises or connected units, Landlord may base reimbursement or billing on any commercially reasonable method of measuring, estimating or allocating utility usage among the Community's residents. At the choice of Landlord the Landlord shall be free to change the method of allocation during the term of this Lease Contract. Additionally, Landlord or a third-party billing service may charge a reasonable monthly fee for the cost of administering and billing any shared utility charges. Resident shall be liable for all utilities until Resident vacates or until the Resident's lease obligation ends, whichever date is later. Owner does not agree to provide and pay for any utilities unless expressly stated.

12. **INSURANCE.** Landlord does not warrant, represent or guarantee the safety of Resident's personal property. Resident hereby releases Landlord from any and all claims for damage or loss to Resident's personal property and shall indemnify and hold Landlord harmless, including Landlord'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. Landlord advises Resident to obtain insurance for losses due to theft,

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fire, smoke, water damage, and the like. LANDLORD'S INSURANCE POLICIES PROVIDE NO COVERAGE FOR RESIDENT'S PROPERTY, INCLUDING RESIDENT'S AUTOMOBILE.

- a. **THROUGHOUT THE TERM OF THE LEASE, RESIDENT IS REQUIRED TO MAINTAIN AT RESIDENT'S OWN EXPENSE AN ALL RISK RENTER'S LIABILITY INSURANCE POLICY WITH \$100,000.00 MINIMUM PER OCCURANCE OF LIABILITY COVERAGE TO THIRD PARTIES. RESIDENT MUST PROVIDE PROOF OF COVERAGE UPON MOVE IN AND UPON RENEWING THE LEASE. RESIDENT MUST LIST AGENT AS "ADDITIONAL INSURED" ON THE POLICY SO THAT RESIDENT'S INSURANCE PROVIDER MAY NOTIFY AGENT IN THE EVENT RESIDENT'S POLICY CHANGES, IS CANCELED, OR HAS EXPIRED. RESIDENT'S FAILURE TO PROVIDE THE ABOVE INSURANCE SHALL RESULT IN THE LANDLORD SECURING A LIKE KIND POLICY ON BEHALF OF THE RESIDENT, AT RESIDENT'S SOLE AND ABSOLUTE EXPENSE.**
- b. Unless prohibited by law, Resident waives any insurance subrogation rights or claims against Landlord, Owner, and their insured.

13. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for any reason whatsoever including but not limited to: construction, repairs, cleaning, or a previous Resident's holding over, Landlord shall not be liable to Resident for any damages resultant from the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) Resident's right to terminate as set forth below. If the delay is longer than ten (10) days, either Resident or Landlord shall have the right to terminate this Lease Contract. The termination notice must be in writing. After termination, Resident is entitled only to a refund of the deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that do not prevent Resident from occupying the Premises or if Landlord has offered to Resident substitute Premises of comparable location and quality at no additional cost to Resident. If this lease is not terminated, all other terms and provisions of the Lease shall remain in full force and effect as written.

14. **COPIES AND ATTACHMENTS.** This Lease Contract has been executed in multiple copies - one for Resident and one or more for Landlord. By signing the Lease Contract, Resident acknowledges the receipt of a copy of the Lease Contract and all its attachments. Resident should retain a copy of the lease contract and all attachments.

15. **REIMBURSEMENT FOR REPAIRS.** Resident shall promptly reimburse Landlord for all loss, damage, or cost of repairs or service in the Premises or to the exterior of the Premises or yard regardless of the cause or by whom damaged, except for damage caused by the Landlord or which is the result of ordinary wear and tear. Resident shall promptly reimburse Landlord for loss, damage, or cost of repairs or service caused anywhere in the Premises community by Resident or any guest's or occupant's improper use or negligence. Landlord may require payment at any time, including advance payment of repairs for which Resident is liable. Any delay in Landlord demanding sums owed shall not be a waiver.

16. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any signed written addendum or by reasonable changes of Premises rules. If, at least sixty (60) days before the Lease Contract term or renewal period ends, Landlord gives Resident written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without the necessity of Resident's signature) unless Resident gives Landlord 60-days written move out notice (under paragraph 5).

17. **DISCLOSURE RIGHTS.** Landlord may disclose the identities and addresses of Resident and all occupants to any requesting law enforcement or other governmental agency, including the U.S. Census Bureau. Landlord shall not be obligated to disclose any information to any other third-party. At Landlord's option, Landlord may disclose information regarding rental history if requested or authorized by Resident in writing.

18. **YARD MAINTENANCE AND REPAIR.** Resident shall not allow trash or other unsightly objects to accumulate in the yard and shall not use the yard for storage of vehicles, furniture or other personal property.

19. **CONDUCT.** The Premises and other areas reserved for Resident's private use must be kept clean, uncluttered and sanitary. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Resident shall be liable to Landlord for damage caused by Resident or any guests, agents, or occupants as well as third-parties known to neither Resident nor Landlord.

Landlord may exclude guests or others who, in Landlord's judgment, have been violating or are about to violate the law, violating or about to violate this Lease Contract, or disturbing neighbors, or Landlord representatives. Guests of Resident shall be considered a licensee for the purposes of 13-21-115, C.R.S. and any subsequent enactments.

20. **PROHIBITED CONDUCT.** Resident and all occupants or guests may not engage in the following prohibited activities: loud or obnoxious conduct, including unreasonable odors; disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the Premises, including hostile communications with the Landlord or the Landlord's representatives, including foul language; possessing, selling, or manufacturing drugs or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by Colorado Law; discharging a firearm near the Premises; 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 Premises for other than residential use to include operating a business or childcare service; storing anything in closets having gas appliances; tampering with utilities; or, bringing hazardous materials into the Premises or yard.

21. **MOTOR VEHICLES.** Landlord is not responsible for the safety of or damage to Resident or any occupants' or guests' motor vehicles. Resident further agrees not to store and/or park any trailer, camper, boat, or any other similar recreational item or vehicle or commercial or public vehicle at the Premises without the written consent of the Landlord. Resident further agrees not to make any repairs of the aforementioned motor vehicle and/or recreational items at the Premises without the written consent of the Landlord.

- a. Parking or driving any vehicle in non-paved or grass areas is strictly prohibited. Resident shall at all times operate and store motor vehicles in designated striped areas, driveways, garages and parking lots. Parking in other than designated areas will result in the vehicle being ticketed or towed at the Resident's expense and without warning.

22. **RELEASE OF RESIDENT.** Unless Resident is given a written release, Resident shall not be released from this Lease Contract for any reason, including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, separation, divorce, reconciliation, loss of co-Residents, loss of employment, change of employment or bad health. Resident further understands that in the event that Resident dies while residing at the property, Landlord shall only be obligated to release information and property as set forth in the Colorado Probate Code.

23. **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 detectors, carbon monoxide detectors dead bolt locks, keyless bolting devices, window latches, and other security devices.

**Smoke and Carbon Monoxide Detectors.** Smoke and carbon monoxide detectors have been furnished by Landlord. Resident agrees to maintain and test monthly and shall pay for and replace batteries as needed. Resident must immediately report smoke-detector malfunctions to Landlord. Neither Resident nor others may disconnect smoke or carbon monoxide detectors. Resident will be liable to Landlord and others for any loss or damage from fire, smoke, carbon monoxide or water if that condition is contributed to by Resident disconnecting or failing to replace batteries, or by Resident not reporting malfunctions.

**Casualty Loss.** Landlord shall not be liable to any Resident, 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, Resident shall, for 24 hours a day during freezing weather - (1) keep the Premises heated to at least 63 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. Resident shall not leave water or appliances with the exception of furnaces or air conditioners running unattended. Resident shall be liable for damage to Landlord's and others' property if damage is caused by broken water pipes due to Resident's violating these requirements.

**Crime or Emergency.** Dial 911 or immediately call local fire, police, or EMS authorities in case of fire, smoke, or suspected criminal activity involving imminent harm. Resident shall then contact Landlord's representative. Resident 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 upon by Resident. Landlord shall not be liable to Resident 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. If Resident or any occupant or guest is affected by a crime, Resident shall make a written report for Landlord's representative



and for the appropriate local law-enforcement agency. Resident 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 or any occupant, shall register the address of the Premises 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 Resident desires to obtain a copy of the list of convicted sex offenders in the area, Resident must obtain a copy from the local police, sheriff or other public record.

24. **CONDITION OF THE PREMISES AND ALTERATIONS.** Resident inspected or was given the opportunity to inspect the Premises or a similar unit prior to signing this Lease. Resident accepts the Premises, fixtures, and furniture (if any) as is. Landlord disclaims all implied warranties. Within 48 hours after move-in, Resident shall advise Landlord in writing of all defects or damage which may prohibit or hinder normal occupancy of the Premises. Otherwise, all portions of the Premises will be considered to be in clean, safe, and good working condition. After the initial move-in inspection conducted by Resident, Resident shall within 72 hours (120 hours from initial move-in) notify the Landlord of the general condition, defects or problems with the Premises by completing, signing and returning the Move-In Checklist ("Checklist"), which will be attached and incorporated into this Lease. Resident's failure to complete, sign or return the Checklist shall be an acknowledgement by Resident that the Premises is in good, clean, and acceptable condition, defect free, and not in need of repair, and that no condition exists in the Premises that make the Premises materially dangerous or hazardous to Resident's life, health, or safety. Resident agrees that the condition of the Premises as documented by the Checklist shall be used to determine damages and normal wear and tear upon move-out. Resident at their sole and absolute discretion shall be responsible for filling out and returning the Checklist. Resident shall maintain and prevent the Premises from violating any local building or housing code and shall indemnify and hold the Landlord harmless from any and all claims or demands of any third-party, including any governmental authority, based on an allegation that the Premises is in violation of a code or ordinance and Resident shall immediately restore the Premises to a condition that complies with the code or ordinance if a violation is found. Resident shall keep the Premises free from mold and shall immediately report the presence of mold or sources of moisture to Landlord.

Resident shall use customary diligence in maintaining the Premises and common areas, including but not limited to replacing furnace and air conditioning filters monthly or as recommended by the equipment manufacturer, whichever is more frequent. Unless authorized by Landlord in writing, Resident shall not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter the Premises or the common areas. No holes or stickers are allowed inside or outside the Premises. Landlord may permit a reasonable number of small nail holes for picture hanging in sheetrock walls and grooves of wood-paneled walls. No water furniture, antennas, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or re-keying is permitted unless consented to by the Landlord in writing. Resident shall not to alter or remove property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. Landlord shall supply light bulbs for fixtures furnished at lease inception; after that, Resident shall replace them at Resident's expense with bulbs of the same wattage. Resident's improvements to the Premises (whether or not Landlord consents) become Landlord's unless Landlord agrees otherwise in writing.

- 1) **TV WALL MOUNTS.** Resident shall not install a TV wall mount without express prior written approval of the Landlord.
- 2) **SATELLITE DISH.** Resident shall not install a satellite reception dish without express prior written approval of the Landlord.

25. **REQUESTS, REPAIRS, AND MALFUNCTIONS. ALL NOTICES AND REQUEST FOR REPAIRS, INSTALLATIONS, OR SERVICES, OR SECURITY-RELATED MATTERS MUST BE SUBMITTED IN WRITING THROUGH THE RESIDENT PORTAL TO THE LANDLORD'S DESIGNATED REPRESENTATIVE** (except in emergencies involving immediate danger to person or property, such as fire, gas, smoke, carbon monoxide, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress), such emergencies must be submitted in both writing and through the emergency maintenance line, [720-473-6440](tel:720-473-6440).

Landlord's complying with or responding to any oral request does not waive the strict requirement for written notices under this Lease Contract. Resident shall promptly notify Landlord in writing of: water leaks; electrical problems; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Landlord may change or install utility lines or equipment serving the Premises. Landlord may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, Resident shall notify Landlord's representative immediately. If air conditioning or other equipment malfunctions, Resident shall notify Landlord's representative as soon as possible on a business day. Landlord shall act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate. If Landlord considers fire or catastrophic damage substantial, Landlord may terminate this

Lease Contract within a reasonable time by giving Resident written notice. If the Lease Contract is so terminated, Landlord shall refund prorated rent and all deposits, less deductions.

26. **PETS.** No pets are allowed (even temporarily) anywhere in the Premises or Premises community unless Landlord has so authorized in writing, except for qualifying service animals. If Landlord allows a pet, Landlord will require Resident to sign a separate pet agreement. Pet prohibitions apply to all mammals, reptiles, birds, fish, rodents, and insects. Resident must not feed stray or wild animals. If Resident or any guest or occupant violates pet restrictions (with or without Resident's knowledge), Resident shall be subject to the charges, damages, eviction, and other remedies provided in this Lease Contract. A pet deposit is considered a general security deposit and Landlord may apply it to any amount due under the Lease Contract. Landlord may require a written statement of need from an appropriate doctor for a service animal. If a pet has been in the Premises at any time during the term of occupancy (with or without Landlord's consent), Landlord may charge Resident for defleaing, deodorizing, shampooing, or any other expense incurred as a result of pet's presence in the Premises.

27. **WHEN LANDLORD MAY ENTER.** If Resident or any guest or occupant is present, then Resident shall allow repairers, servicers, or Landlord's representatives to peacefully enter the Premises at reasonable times for the purposes listed in (b) below. If nobody is in the Premises, 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 Contract) if:

- a. written notice of the entry is left in a conspicuous place in the Premises immediately after the entry, Landlord's representative may leave written notice in the form of a business card; and
- b. entry is for: responding to Resident's request; repairs; estimating repair or refurbishing costs; pest control; preventative maintenance; filter changes; testing or replacing smoke-detector or carbon monoxide batteries; retrieving tools or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; 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 Residents; inspections; entry by a law-enforcement officer with or without a search or arrest warrant or in hot pursuit; showing the Premises to prospective or actual Residents; or showing the Premises to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents.

28. **MULTIPLE RESIDENTS OR OCCUPANTS.** Each Resident is jointly and severally liable for all Lease Contract obligations. If Resident or any guest or occupant violates the Lease Contract or rules, all Residents are considered to have violated the Lease Contract. Landlord'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 Contract 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 Premises for service of process. Security deposit refunds may be by one check jointly payable to all Residents; the check and any deduction itemizations may be mailed to any one Resident only.

29. **REPLACEMENTS AND SUBLETTING.** Replacing a Resident or subletting is allowed only when Landlord consents in writing, which consent may be withheld in Landlord's sole and absolute discretion. If departing or remaining Residents procure a replacement Resident acceptable to Landlord before moving out and Landlord expressly consents to the replacement or subletting in writing, then reletting and administrative fees shall be due; and Resident will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

**Credits.** Landlord shall credit all subsequent rent that Landlord actually receives from replacement or subsequent Residents against Residents liability for past-due and future rent. If Resident moves out early, Landlord shall exercise customary diligence to relet the Premises and Resident shall be liable for any and all costs associated with securing a replacement Resident.

**Procedures.** If Landlord approves a replacement Resident, then Landlord may, at Landlord's option, require that either: (1) the replacement Resident sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement Residents sign an entirely new Lease Contract. Unless Landlord agrees otherwise in writing, Resident's security deposit will automatically transfer to the replacement Resident as of the date of Landlord approval. Resident expressly agrees to the transfer of security deposit(s) to any and all replacement Residents approved by Landlord. The departing Resident will no longer have a right of occupancy or to a security deposit refund, but will remain liable for the rest of the original Lease Contract term unless agreed otherwise in writing.

30. **DEFAULT BY LANDLORD.** Landlord shall act with customary diligence to: (1) maintain fixtures, furniture, hot water, heating and A/C equipment, as applicable, and; (2) make all reasonable repairs, subject to Resident's obligation to pay in advance for damages for which Resident is responsible pursuant to this Lease Contract;

If Landlord violates any of the above, (a) Resident must make a written request for repair or remedy of the condition, and all rent must be current at the time; (b) after receiving the request, Landlord shall have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities; (c) if Landlord hasn't diligently tried to repair within a reasonable time and the requested repair is necessary for the Premises to be habitable, Resident must then give Landlord written notice of intent to terminate the Lease Contract unless the repair is made within 7 days; and (d) if repair hasn't been made within a reasonable time and still remains unrepaired after the 7 day notice period and the requested repair is necessary for the Premises to be habitable, Resident may terminate the Lease Contract by immediately moving out of the Premises.

31. **DEFAULT BY RESIDENT.** Resident shall be in default if: (1) Resident fails to pay rent or other amounts provided by this Lease Contract when due; (2) Resident or any guest or occupant violates this Lease Contract, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (3) Resident abandons the Premises; (4) Resident gives or gave incorrect or false information in a rental application; (5) Resident or any occupant is arrested for a criminal offense; or (6) any illegal drugs or paraphernalia are found in the Premises. If in default, Landlord may exercise one or more of the following remedies, without limiting any other right or remedy:

**Eviction.** If Resident defaults, Landlord may end Resident's right of occupancy by giving the notices required by Colorado Law and exercising all legal rights. Notice may be by: (1) personal delivery to any Resident; (2) personal delivery at the Premises to any occupant over 18 years old; or (3) affixing the notice to the Premises's main entry door. Termination of possession rights or subsequent reletting does not release Resident from liability for future rent.

**Reletting Charge.** If Landlord takes possession of the Premises because Resident fails to give 60-days written move-out notice; Resident moves out without Landlord's written approval and without paying rent in full for the entire Lease Contract term or renewal period; Resident moves out at Landlord's demand because of Resident's default; a judgment for possession is entered against Resident; or Resident refuses to take possession of the Premises, resulting in a breach of this Lease Contract, Landlord will charge Resident \$1,300.00 as a reletting charge, which is neither a Lease Contract cancellation fee nor a buyout fee, does not release Resident from continued liability for future or past-due rent, cleaning, repairing, repainting, lock changes, or other sums due. Rather, the reletting charge is to reimburse Landlord for Landlord's damages, for, Landlord's time, effort, and expense in finding and processing a replacement Resident, advertising, showing Premises, utilities for showing, checking prospects, office overhead, marketing costs, and locator service fees. The reletting charge is an estimate by Resident and Landlord of the reasonable and anticipated costs of reletting and is intended to serve as liquidated damages. The reletting charge is due whether or not Landlord's reletting attempts succeed.

**Acceleration.** All monthly rent for the rest of the Lease Contract term or renewal period shall be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without Landlord's written consent: (1) Resident moves out, removes property in preparing to move out, or gives oral or written notice (by Resident or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) Resident has not paid all rent for the entire Lease Contract term and renewal period. Such conduct is considered a default for which Landlord need not give Resident notice. Remaining rent will also be accelerated if a judgment for possession enters against Resident or Resident moves out when Landlord demands possession because of a default. Landlord's right to accelerate is in lieu of having rent for the entire term payable when the Lease Contract begins.

32. **EARLY LEASE CONTRACT TERMINATION LIQUIDATED DAMAGES.** Resident may end this Lease Contract prior to the end of the lease term outlined in Section 4., any extension, or renewal, only after satisfying all of the following terms and conditions:

- a. Resident must provide sixty (60) days written notice of intent to vacate. Regardless of the number of days in a month, Resident agrees that notices tendered after the first day of the month shall not be effective to terminate this Lease Contract, any extension, or renewal, until the last day of the second full month following the date of notice (example: notice received on June 3 will not terminate lease until August 31).
- b. Resident shall repay all Lease Concessions, Move-In Discounts, all outstanding charges and shall be liable to Owner for a Lease Break Fee for liquidated damages of the greater of two times the total rent or \$2,600.00 ("Lease Break Fee") with service of notice of intent to vacate. Resident agrees that the Lease Break Fee is a liquidated damage amount agreed to by Resident in consideration of, among other things, Owner's waiver to seek from Resident future rent for the entire amount of any uncompleted rental term, plus re-letting related fees, costs, and expenses in the event of Resident's default. Resident's agreement to pay the Lease Break Fee and repay and Lease Concessions and Move-In Discounts, or Resident's actual payment of the Lease Break Fee and repayment of any Lease Concessions and Move-In Discounts shall not under any circumstances release Resident from any liability to Owner under this Lease Contract for any other charges or amounts due under the Lease Contract, including but not limited to unpaid utilities, cleaning charges, or any physical damages to the

Premises, and Resident shall at all times remain liable for said amounts or any other breaches of the Lease Contract.

33. **INTERPRETING THIS LEASE CONTRACT.** Neither Landlord nor any of Landlord's representatives have made any oral promises, representations, or agreements. This Lease Contract and attached Addenda is the entire agreement. Landlord's representatives (including management personnel, employees and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Landlord or Landlord's representatives unless in writing. All notices and documents shall be in English or, at Landlord's option, in any language that Resident reads or speaks. No action or omission of Landlord's representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Landlord not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Exercising one remedy shall not constitute an election or waiver of other remedies. All remedies are cumulative. No employee, agent, or management company is personally liable for any of Landlord's contractual, statutory, or other obligations merely by virtue of acting on Landlord's behalf. Neither an invalid clause nor the omission of initials invalidates this Lease Contract. All provisions regarding Landlord's non-liability and non-duty apply to Landlord's employees, agents, and management companies. This Lease Contract is subordinate to existing and future recorded mortgages. All Lease Contract obligations must be performed in the county where the Premises is located. Resident shall not record this Lease Contract. Landlord and Resident agree that any claim by one against the other, whether for possession of the Premises or for monetary damages, shall be tried before a state or county court judge and not before a jury. Both Landlord and Resident hereby waive any and all right to trial by jury.

34. **PAYING SUMS DUE.** Payment of all sums is an independent covenant. At Landlord's option and without notice, Landlord may apply money received first to non-rent obligations, then to rent, regardless of notations on checks or money orders and regardless of when the obligations arise. All sums other than rent (which is due on the first day of each month without demand) are due upon Landlord's demand. After the due date and any cure period provided by state law, Landlord may, but is not required to, accept the rent or any other payments.

35. **MOVE-OUT PROCEDURES.** Once a move-out date is established by the written notice required of Resident or Landlord by this Lease Contract, the move-out date cannot be changed unless agreed in writing. **Unless otherwise stated, the move out date is the 31 day of May, 2020.** Resident shall not move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in acceleration of future rent and reletting charges. Before moving out, Resident shall pay all rent through the end of the Lease Contract term or renewal period. Resident shall deliver to Landlord at Landlord's physical address or other location designated by Landlord in writing, no later than **10:30AM** on the last day of the Lease or other date as agreed in writing, all keys, access cards or devices and remotes (collectively "Keys") issued by Landlord to Resident. Resident shall not have vacated and surrendered possession of the Premises to Landlord until and unless Resident has either turned in all Keys to the Premises and Landlord has acknowledged receipt of Resident's Keys, or Resident has abandoned the Premises in Landlord's reasonable judgment. Resident's failure to return all Keys shall result in Resident's liability for all costs associated with replacing, rekeying, or recoding any key or access device, plus for all rent and other damages in accordance with this Lease. Resident shall not stay beyond the date Resident is supposed to move out. Resident shall give Landlord and the U.S. Postal Service, in writing, each Resident's forwarding address.

**Upon moving out, all exterior handsets to the unit shall be rekeyed at the Resident's expense for a flat fee of \$75.00, which shall be deducted from the security deposit.**

36. **CLEANING.** Resident shall thoroughly clean the Premises, including, **but not limited to:** doors, windows, floors, baseboards, furniture, bathrooms, kitchen appliances, patios, balconies, garage and storage rooms at the time of move-out. Resident shall follow Landlord's move-out cleaning instructions, including but not limited to having all carpets **commercially** cleaned and furnishing a receipt for said cleaning to Landlord upon vacating of the premises. The Landlord, at its sole and absolute discretion, will determine if carpets and home are acceptably clean regardless of how Resident conducted cleaning, and Resident shall be liable for any additional cleaning costs Landlord deems necessary, including but not limited to carpet cleaning. Resident agrees to leave the Premises pest free, and agrees to pay actual extermination charges to restore the Premises to an infestation free status if the Premises are not pest free upon move-out. If Resident does not clean adequately, Resident shall be liable for reasonable cleaning charges - including charges for cleaning carpets, draperies, furniture, smoke mitigation, pet odor, mal-odor, walls, etc.

37. **MOVE-OUT INSPECTION.** Upon Resident's surrender of possession, expiration of Lease agreement or abandonment of Premises, Landlord shall conduct a move-out inspection to determine condition of premises. Resident **shall not** be present during Landlord's move-out inspection. Landlord's representative has no authority to bind or limit Landlord regarding deductions for repairs, damages, or charges. Any statements or estimates by Landlord or Landlord's representative are subject to Landlord's correction, modification, or disapproval before final refunding or accounting.

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38. **OTHER CHARGES.** Resident shall at all times be liable for the following charges, if applicable: unpaid rent; unpaid utilities and utility disconnect fees; unreimbursed service charges; damages or repairs (beyond reasonable wear and tear); replacement cost of property that was in or attached to the Premises and is missing; replacing dead or missing smoke detector or carbon monoxide batteries; utilities for repairs or cleaning; trips to let in company representatives to remove telephone or TV cable services or rental items; trips for posting three-day notices; trips due to inspection or re-inspection from Resident negligence or failure to perform according to the Lease; trips to open the Premises when Resident or any guest or occupant is missing a key; key duplicates; unreturned keys; missing or burned-out light bulbs; stickers, scratches, burns, stains, or unapproved holes; removing or rekeying unauthorized security devices or alarm systems; reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security alarm charges unless due to Landlord's negligence; government fees or fines against Landlord for Resident's violation of the Lease Contract or law; late-payment and returned-check charges;.

**ATTORNEY'S FEES- COLLECTION RELATED COSTS.** Resident agrees to pay Landlord all costs incurred by Landlord in connection with collecting any rent, amounts, or damages owed by Resident under this Agreement or to enforce any provision of this Agreement, including but not limited to, any collection costs and reasonable attorneys' fees from the date any such matter is turned over to an attorney and regardless of whether suit is commenced. Resident agrees to pay eighteen percent (18%) interest compounded annually on all unpaid rent, amounts, or damages owed by Resident from that date of Landlord's final accounting until such time Resident pays all outstanding amounts. Landlord and Resident agree that any action or proceeding arising out of or in any way connected with this Agreement, regardless of whether such claim is based on contract, tort, or other legal theory, shall be heard by a court sitting without a jury and thus Resident hereby waives all rights to a trial by jury. In any suit, Landlord and Resident agree that the court shall award to Landlord Landlord's reasonable attorneys' fees and costs, if Landlord prevails in any such suit. ***In any suit brought against Landlord, Landlord will counter sue for a minimum of \$500.00 to cover Landlord's administrative expenses.*** Resident agrees that suit shall have the broadest possible meaning and includes by way of example, but not by way of limitation, any lawsuit, governmental agency action, including but not limited to, any fair housing claim, or any other proceeding, between Landlord and Resident to enforce this Agreement, arising from this Agreement, or in any way connected with this Agreement or Resident's tenancy at the Premises, including but not limited to, litigation concerning Resident's Security Deposit. Notwithstanding anything to the contrary in this paragraph or Lease, Landlord and Resident agree that the Court shall award the prevailing party in any eviction, unlawful detainer, or action brought under C.R.S., §13-40-101, et seq., their reasonable attorneys' fees and costs.

39. **DEPOSIT RETURN; SURRENDER; ABANDONMENT.**

- a. Resident surrenders the Premises on the date of the earlier of the following: (1) Resident and all occupants and their possessions have been removed and all Keys have been turned in to where rent is paid; or (2) the move-out date has passed and no Resident or authorized occupant is living in the Premises in Landlord's reasonable judgment. Resident abandons the Premises when: (1) Resident(s) appears to have moved out in Landlord's reasonable judgment; or (2) clothes, furniture, and personal belongings have been substantially removed from the Premises. A Premises is also abandoned on the 10th day after the death of a sole Resident. Surrender or abandonment ends Resident's right of possession for all purposes, including reletting the Premises, damages, clean-up charges, removing property left in the Premises, and return of the security deposit.
- b. Resident agrees that if Resident abandons or surrenders the Premises and leaves behind personal property, Landlord shall have the right, but not the obligation, to remove and dispose of said personal property as Landlord sees fit, at Resident's sole risk and cost and without recourse by Resident or any person claiming under Resident against Landlord or Landlord's representatives. Resident shall indemnify and hold harmless Landlord and Landlord's agents and representative against any claim or cost for any damages or expense with regard to the removal, disposal and/or storage of the property.
- c. Within sixty (60) days after termination of this Lease Contract or surrender and acceptance of the Premises, whichever occurs last, Landlord shall provide Resident, at Resident's last known address, with a written statement listing the reasons for any and all charges against the security deposit, and refund the balance of the security deposit (if any) therewith. Landlord shall have the right to apply such portion(s) of any Deposit funds held by Landlord reasonably necessary to remedy any default(s) by Resident in the payment of Rent, or to repair any damage to the Premises or to Owner's property caused by Resident or Resident's invitees or guests. The security deposit shall be returned to Resident only after each and all of the following conditions have been met or the corresponding charges have been applied:

1. There are no unpaid charges, damages, or rentals due by Resident hereunder.

2. The Premises including but not limited to; kitchen appliances, have been cleaned thoroughly, in accordance with any written Move-Out Policy provided, and the Premises shall have been left in the same condition as when Resident moved in, undamaged except for ordinary wear and tear. If Resident fails to clean thoroughly and/or in accordance with the written Move-Out Policy, reasonable charges to complete such cleaning shall be deducted.
3. After inspection by Landlord, appropriate charges will be deducted for any unpaid damages or repairs to the Premises or its contents (beyond reasonable wear); insufficient light bulbs; stickers, scratches, burns or holes, etc., on the walls, doors, floors, draperies, carpets and/or furniture, etc. **Any uncollected amount will be turned over to a collection agency at the end of 20 days after receipt of request. All cleaning fees, damage charges, and/or repairs, or any other amounts billed to Resident for any reason whatsoever are subject to a 20% mark-up paid to the Owner/Landlord/Agent for the time necessary to arrange and administer work performed.**
- d. Resident acknowledges and agrees that in no event shall said security deposit be applied by Resident for any rent or charge due hereunder without the Landlord's prior written approval.
- e. Regardless of whether specifically stated in any applicable provision of the Lease, including any Addendum, Resident shall always be liable to Owner for any damage caused, whether intentionally or through negligence, by Resident any occupant, family member, guest, invitee, licensee or Resident, or any other person on or about the Premises due to Resident. Regardless of any Security Deposit, if Resident is liable for any damages, Resident shall pay Owner such damages upon demand. If Landlord applies any portion of the Security Deposit for any purpose while Resident is in possession of the Premises, Resident shall promptly pay Landlord upon demand the amount necessary to restore the Security Deposit to the original amount. Resident's legal liability to Landlord shall not be limited under any circumstance to the amount of the Security Deposit including but not limited to all amounts for damages or repairs.
- f. Prior to vacating, Resident shall provide in writing to Landlord and U.S. Postal Service each Resident's individual forwarding or new address. Resident agrees that any change of forwarding or new address provided by Resident to Landlord shall only bind Landlord if receipted for by Landlord. If more than one person signed this Lease, Landlord shall issue one check for the Security Deposit refund payable jointly to all Residents and mail such check to any last known, forwarding or new address of any Resident.

40. **PEST CONTROL.** Landlord cannot and does not warrant that the Premises will remain free from infestation by rodents and vermin, including, but not limited to, beetles, spiders, ants, roaches, bed bugs, mice, and rats (collectively "Pest"). Resident acknowledges that Pest infestation is primarily a function of how Resident uses, cleans and keeps up the Premises. Resident shall keep the Premises in a neat, clean, good and sanitary condition, including keeping the Premises and all personal property in the Premises free from Pest and their eggs. Resident shall immediately notify Landlord in writing of any known or suspected Pest infestation in the Premises. Landlord or Landlord's contractor shall have the right to enter the Premises at all times, with or without prior notice, for the purpose of inspecting for and treating Pest infestation. Resident acknowledges and agrees that treatment may include the application of pesticides. If given at least 24 hour notice of the date on which treatment shall be applied, Resident shall complete all pre-treatment instructions provided by Landlord or Landlord's contractor including, but not limited to the movement or removal of any or all personal property (examples: furniture and clothing), the bagging and/or laundering of all clothing, the removal of all items from cabinets, the removal or disposal of all clutter in the Premises and the thorough cleaning of the Premises. Resident shall complete all post-treatment instructions provided by Landlord or Landlord's contractor including, but not limited to leaving traps and poison distribution systems unmolested. In the event the Landlord reasonably determines that any of Resident's personal property is infested with any Pest, Landlord may require that such personal property be permanently removed from the Premises upon three day written demand. Provided Resident fully complies with the terms of this provision, Landlord shall provide appropriate extermination in response to the written notice of infestation of Pests. In the event it is deemed the action or inaction of Resident, a member of Resident's household, a guest or invitee of Resident, or a person under Resident's direction or control contributes to or causes the infestation or Resident refuses to provide access of comply with pre and post treatment instructions, Resident shall be responsible for the cost of the extermination in addition to the other remedies provided by the Lease Contract.

41. **SMOKING, MARIJUANA USE AND MARIJUANA POSSESSION.** Landlord makes no representation or warranty that the Premises or any of the real property around or near the Premises has been or will be smoke free. ***Smoking of any substance is prohibited***, including, but not limited to marijuana. Resident will not grow or manufacture any substance or material used for smoking, including, but not limited to marijuana. Resident will not possess any substance containing marijuana or any marijuana derivatives in the Premises, or any of the real property around or near the Premises, attachments to the Premises or outlying buildings or structures conveyed with the

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Premises. Upon lease termination and surrender of the Premises, Resident will be responsible for any and all cleaning, repairing, repainting and replacement necessary to correct smoke smell or residue in and around the Premises. No amount of discoloration or smell from smoking, consumption or possession of tobacco, marijuana, marijuana consumables or marijuana derivatives shall be considered ordinary wear and tear. Landlord and Resident agree that Resident, *any occupant or guest or invitee shall not smoke inside the Premises or within 50 feet of the Premises or any of the real property around or near the Premises.*

Initials:

42. **ELECTRONIC COMMUNICATIONS.** Resident and Landlord or Landlord's Agent expressly agree Agent may, at Agent's sole discretion, provide Resident with copies of any and all documents including but not limited to leases, statements, invoices, inspection reports, pictures, postings, showing notices, inspection notices, three-day demand notices, maintenance notices, etc. via email or publish these documents to a location on the internet where Resident has unlimited access during the term of the lease. **Electronic delivery is accepted as legal service of notice.** It is the Resident's sole responsibility to inform the Landlord or Landlord's Agent of any change of email address. Failure of Resident to inform Landlord or Landlord's Agent of a change of email address shall not negate service of notice via email when served to last known email address. Resident elects to receive service of all notices at the following address(s): [JohnD@gmail.com](mailto:JohnD@gmail.com) [JaneD@gmail.com](mailto:JaneD@gmail.com) [Bills@gmail.com](mailto:Bills@gmail.com) [7205552121](tel:7205552121).

43. **COUNTERPARTS.** – This Lease shall be binding upon the Landlord only when signed by the Landlord. This Lease shall be binding upon any individual Resident when signed by that individual Resident, without regard to whether other individual Residents are identified in the Lease, but, do not sign the Lease. If the Lease is signed by more than one individual as Resident, or also as Guarantor or Cosignor, all the obligations of the Resident, Guarantors or Co-signors shall be joint and several. This lease shall be deemed fully executed and binding when signed by all named parties in whole or counterpart.

44. **FURNISHINGS.** Unless expressly stated otherwise, the Premises is provided unfurnished.

45. **SEVERABILITY.** Invalidity of any provisions, covenants, or promises by judgment or court order shall in no way affect any of the other provisions, covenants, or promises contained in this Lease or attached Addendum which will remain in full force and effect. No provision, covenant, or promise contained in this Lease or attached Addendum shall be deemed invalid or unenforceable because such provision, covenant, or promise does not provide for or grant Landlord or Resident equal or reciprocal rights.

46. **ENTIRE AGREEMENT.** This Lease and Addenda contain the entire agreement between Landlord and Resident and may not be modified in any manner except by an instrument in writing signed by both Resident and Landlord. Resident acknowledges that neither Landlord nor any of Landlord's representatives have made any oral promises or representations not contained herein. In filling out, processing, and completing this Lease contract some clerical, scrivener, human, computer and or mathematical errors may occur. In the event of any such mistake, Resident agrees to cooperate with Landlord to execute or re-execute any document necessary to correct any such mistake or error upon demand by Landlord. If Resident fails to cooperate by executing or re-executing any document, Landlord may terminate this Lease upon three (3) days notice to quit.

47. **BROKERAGE RELATIONSHIP.** Aspen Management and Resident have NOT entered into any Real Estate Brokerage Agency Agreement or Relationship. The working relationship between Aspen Management and Resident is only for the Premises leased. Resident understands and acknowledges that Aspen Management is the agent for the property owner ("Owner"), and Aspen Management represents only the Owner's interests in this transaction. Aspen Management is not considered an agent for the Resident at any time for any reason. Resident is a customer in this transaction. A customer is a party to a real estate transaction with whom the broker, Aspen Management, 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. Resident acknowledges that at first substantive contact, Resident was presented form BDT20-5-09 'Brokerage Disclosure To Tenant' representing that Aspen Management and its agents operate in the capacity of Landlord's Agent.

48. **FAIR HOUSING.** Owner and Agent honor all Federal, State and Local fair housing laws. Reasonable accommodations and modifications will be permitted and made in accordance with, and as required under, such fair housing laws. Prior to the making of any modifications, Resident and Owner may be required to enter into a modification agreement to govern the approval and implementation of any modifications, as well as restoration obligations, if any. Requests for reasonable accommodations and modifications must be made in writing.

49. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed Lease Contract form:

NONE

Initials

SAMPLE

THIS SPACE LEFT INTENTIONALLY BLANK

THIS LEASE CONSTITUTES A LEGALLY BINDING CONTRACT ENFORCEABLE BY LAW. EXECUTION BY THE PARTIES ACKNOWLEDGES FULL ACCEPTANCE OF ALL THE TERMS AND CONDITIONS CONTAINED HEREIN. THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES. PARTIES TO THIS CONTRACT SHOULD CONSULT LEGAL COUNSEL BEFORE EXECUTION. EXECUTION BY THE PARTIES ACKNOWLEDGES FULL ACCEPTANCE OF ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.

*This Lease was last revised by Tschetter Hamrick Sulzer, P.C. October 2017 representing the Landlord. It is not a Colorado Real Estate Commission approved form.*

**"Landlord"**

Aspen Management

\_\_\_\_\_  
Manager Member: [Aspen Manager](#)

**"Resident"**

[John Doe](#) (signed): \_\_\_\_\_

Phone: 303-555-1212

Email: [JohnD@gmail.com](mailto:JohnD@gmail.com)

[Jane Doe](#) (signed): \_\_\_\_\_

Phone: 303-555-2121

Email: [JaneD@gmail.com](mailto:JaneD@gmail.com)

[Bill Smith](#) (signed): \_\_\_\_\_

Phone: 720-555-1212

Email: [Bills@gmail.com](mailto:Bills@gmail.com)

[Sally Smith](#) (signed): \_\_\_\_\_

Phone: [SallyS@gmail.com](mailto:SallyS@gmail.com)

Email: 7205552121

## Electronic Deposit Disclosure

By paying by check, please be aware you are authorizing **Aspen Management** to use the information on your check to make a one-time electronic payment from your checking account.

**The electronic payment will be for the amount indicated on your check and may be withdrawn from your bank account as soon as the same day payment is received.**

Please note that your check will not be returned by the financial institution but will instead appear under the "Electronic Items" section on your bank statement. If you have any questions please contact the landlord at 720-473-6440.

Address: [1234 Happy Lane, Boulder, CO 80303](#)

*This Lease was last revised by Tschetter Hamrick Sulzer, P.C. October 2017 representing the Landlord. It is not a Colorado Real Estate Commission approved form.*

**"Landlord"**

Aspen Management

Manager Member: [Aspen Manager](#)

**"Resident"**

[John Doe](#) (signed):

[Bill Smith](#) (signed):

[Jane Doe](#) (signed):

[Sally Smith](#) (signed):

## LEASE ADDENDUM - MOLD PREVENTION ADDENDUM

This mold Addendum is made January 15, 2019 (date) by Aspen Management ("Landlord") and John Doe Jane Doe Bill Smith Sally Smith ("Resident") and made part of that Aspen Management Fixed Term Lease Agreement of event date herewith (the "Lease"). Except as specifically modified by this Mold Addendum, the terms of the Lease and any other attachments thereto shall remain in full force and effect.

### General Mold Information.

Mold and mold spores are a naturally occurring part of our environment and are found in virtually every location, both indoors and outdoors and in every type of structure. It is estimated that mold makes up twenty-five percent of the earth's biomass. Mold spores (like plant pollen) spread through the air and are commonly transported by articles of clothing and other materials. Just as pollen may aggravate some individuals, Mold may be an irritant. However, the presence of Mold does not automatically result in an adverse reaction in humans and animals.

### Resident Obligations Regarding Mold

- Resident shall keep the Premises, particularly where the presence of water may exist, 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 Landlord 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.
- 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 of biocide (such as Lysol Disinfectant or Pine-Sol Disinfectant) in accordance with the product's instructions and labeling.
- 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.

### Landlord Obligations Regarding Mold:

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

### Remedies:

- Landlord does not warrant or represent that the Premises shall be free from mold.
- A breach of this Mold Addendum by Resident shall be a material violation of the Lease allowing Landlord to recover possession of the Premises, following 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 Landlord, Resident's sole and exclusive remedy shall be to immediately vacate the Premises and Resident's obligations to continue to pay rent shall terminate on the date Resident delivers possession of the Premises to Landlord. Landlord shall in no event be liable for consequential damages such as damages to Resident's personal property, or claims of adverse health conditions associated with exposure to mold.

### Warranties, Indemnifications and Releases:

- Resident hereby indemnifies and shall hold Landlord harmless from any and all claims or cause of action, arising (in whole or in part) from Resident's breach of the obligations contained in this Mold Addendum.
- Resident hereby releases Landlord from any and all claims of Resident or Occupant for the presence of mold in the Premises, other than claims based on breach of this Mold Addendum by Landlord and further releases Landlord from any and all claims of consequential damages to Resident's personal property, or claims of adverse health conditions associated with exposure to mold.

**IN CASE OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE LEASE AND THIS LEASE ADDENDUM, THE PROVISIONS OF THE LEASE ADDENDUM SHALL GOVERN. THIS LEASE ADDENDUM IS INCORPORATED INTO THE LEASE EXECUTED OR RENEWED BETWEEN LANDLORD AND RESIDENT.**

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**LEASE ADDENDUM - MOLD PREVENTION ADDENDUM** *This Lease was last revised by Tschetter Hamrick Sulzer, P.C. October 2017 representing the Landlord. It is not a Colorado Real Estate Commission approved form.*

Initials

**"Landlord"**

Aspen Management

---

[Aspen Manager](#)

**"Resident"**

[John Doe](#) (signed):

[Bill Smith](#) (signed):

[Jane Doe](#) (signed):

[Sally Smith](#) (signed):

SAMPLE



## Lease Addendum - Pests

This is an Addendum to the Lease dated January 15, 2019 (the "Lease"), by and between Aspen Management, Landlord (hereinafter "Landlord") for the Owner of the premises known as 1234 Happy Lane Boulder, CO 80303, and:

John Doe Jane Doe Bill Smith Sally Smith

(collectively hereinafter "Resident"), for the premises known as 1234 Happy Lane Boulder, CO 80303, State of Colorado ("Premises").

### Resident and Landlord 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 acknowledgment by Resident that the Premises are acceptable, in good condition, and pest free.
- Resident and Landlord agree that any violation of this Addendum constitutes a material violation of the Lease, and Landlord may terminate Resident by Resident that then upon three (3) days Notice to Quit, no right to cure. There is no requirement that Landlord 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 Landlord's pest control company employed to eradicate pests. Resident's full cooperation includes but is not limited to immediately reporting pest infestation to the Landlord, 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 Landlord in writing.
- Resident may request reasonable extermination services at any time. All requests must be in writing. Landlord will notify Resident in advance of each pest inspection, including providing a preparation sheet. Notification is presumed received if Landlord hands the notice and instructions directly to Resident or if Landlord posts the notice and instructions to Resident's unit.
- If the unit is either re-infested or the initial treatment is ineffective, Landlord will promptly schedule re-inspection and re-treatment. Resident shall pay actual cost of service. If Resident fails to cooperate fully with the treatment plan and the unit is either re-infested 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 and any additional costs which may result from Landlord's treatment or inspection.
- Landlord is not liable to Resident for any damages caused by pests, including but not limited to, replacement or cleaning of personal property, medications, or medical expenses. Landlord is not responsible for any damage done to Resident's unit or personal items during pest control inspections or treatments. After any infestation and inspection, Landlord may require Resident or professionally treat any affected personal property, or to remove such property from the Premises if it cannot be effectively treated.
- Resident acknowledges that Landlord's adoption of this Addendum, and the efforts to provide a pest free environment, does not in any way change the standard of care that Landlord owes Resident under the lease. Resident further acknowledges that Landlord does not guarantee or warrant a pest free environment. Resident acknowledges and agrees that Landlord's ability to police, monitor, and eradicate pests is directly dependent on Resident's voluntary compliance and cooperation with pest eradication efforts, and Resident's full and faithful performance of Resident's obligations set forth in this Addendum. If Resident breaches this Addendum, by failing to cooperate with Landlord's pest control efforts or otherwise, Resident shall have no right to terminate Resident's Lease, and shall remain legally responsible for all sums and damages due under this Lease.
- Resident acknowledges that **used or secondhand** furniture is the primary way that bed bugs and roaches are spread. Resident agrees to carefully inspect any **used or secondhand** furniture, especially bedding, acquired by or purchased by Resident that is brought into the Premises. Resident agrees not to acquire or bring into the Premises any **used or secondhand** furniture removed from the garbage. Resident acknowledges that sharing vacuum cleaners, etc. is another way to spread bed bugs and roaches. Landlord strongly advises Resident not to share such items with other Residents.

IN CASE OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE LEASE AND THIS LEASE ADDENDUM, THE PROVISIONS OF THIS LEASE ADDENDUM SHALL GOVERN. THIS LEASE ADDENDUM IS INCORPORATED INTO THE LEASE EXECUTED OR RENEWED BETWEEN THE LANDLORD AND THE RESIDENT.

*This Lease was last revised by Tschetter Hamrick Sulzer, P.C. October 2017 representing the Landlord. It is not a Colorado Real Estate Commission approved form.*

"Landlord"

Aspen Management

Aspen Manager

"Resident"

John Doe (signed):

Bill Smith (signed):

Jane Doe (signed):

Sally Smith (signed):

Initials

## LEASE ADDENDUM - MOVE OUT AND CLEANING BASIC GUIDELINES

You are expected to complete your moving, restore the home to its original condition, return Keys and surrender possession by **10:30 AM on May 31, 2020**. Failure to do so shall result in additional expenses including but not limited to Rent and fees. It is advisable to make moving arrangements at least 4 weeks in advance of your move. Resident **shall not** be present during Landlord's post occupancy inspection. Please note, any cleaning and damage repairs beyond ordinary wear and tear as a result of Resident's occupancy in Premises will be assigned to sub-contractors and/or other vendors for repair and restoration and resultant expenses shall be billed to the Resident. Resident acknowledges and accepts that Landlord, at Landlord's sole and absolute discretion shall assign work to be performed to the contractor and/or vendor of Landlord's choosing and shall not be obligated to seek estimates for work to be performed.

### Ordinary Wear and Tear

Ordinary wear and tear is that deterioration that occurs based upon the use of which the Premises and its attachments are intended and without negligence, carelessness, accident, or misuse, or abuse of the Premises or contents by the Resident, members of the household, invitees or guests. Actions which result in the accelerated deterioration of or damage to the Premises or its attachments may fall outside ordinary wear and tear and shall be billed against the Resident. Most, but not all, damage which exceeds ordinary wear and tear falls under three categories:

1. Negligence. Careless behavior, failure to warn, failure to act prudently or use customary diligence to preserve the Premises may result in damage to the Premises and/or its attachments. Said negligence shall fall outside the bounds of ordinary wear and tear and may result in financial obligation to the Resident for its restoration.
2. Abuse/Misuse. Resident using the Premises and attachments for a purpose or in a manner contrary to its design shall fall outside the bounds of ordinary wear and tear and may result in financial obligation to the Resident for its restoration.
3. Accident. Unintended damage to the Premises, even by accident, shall still be considered outside the bounds of ordinary wear and tear and may result in financial obligation to the Resident for its restoration.

### Examples of Wear and Tear VS. Damages, including but not limited to:

#### WEAR AND TEAR

Minor paint scuff  
Worn enamel in a bathtub  
Worn linoleum  
Aged blinds  
Carpet worn thin by normal use (age of carpet will be a factor)  
Finish nail hole

#### DAMAGES

Drawings on the wall or unauthorized painting  
Chipped or broken enamel in a bathtub  
Gouged linoleum  
Broken blinds  
Burn on carpet  
Wall anchor hole

While illustrative and not exhaustive, the following list is intended to help facilitate the move out process. Any and every item, attachment, fixture, appliance, covering, and surface which may exist in the Premises shall be required to be thoroughly cleaned and returned to its original condition subject to ordinary wear and tear regardless of whether or not said item is expressly called out or referred to in the provided list.

### Kitchen

1. Clean refrigerator: shelves, crisper, freezer. Pull fridge away from wall. Clean front, sides, top and the floor.
2. Clean cupboards inside and out, under the sink and all tile and faucet fixtures.
3. Clean oven inside and out, range/stove hood, exhaust fan, under burners, under stove top, drip pans controls and burner rings.
4. Clean the floor including the areas behind and around the stove.
5. Clean out all drawers and shelves.
6. Throw out any trash

### All interior areas

1. Carpets must be *professionally* steam cleaned by a truck-mounted service.
2. Management needs a copy of any cleaning receipts at move out. If we do not have receipts at the time we do the move out inspection we will assume the carpets were not cleaned and arrange to have a company come in to clean at Resident's expense.
3. Landlord will not attempt to contact Resident for copies of these receipts! Landlord will not accept receipts for credit on cleaning once Landlord's contractors arrive on site or if Landlord is unable to cancel these services without penalty.
4. Any unit where a pet has been in the property, including an unauthorized pet, must have cleaning receipts showing the carpet cleaners used a animal deodorizer throughout the premises.
5. Carpet cleaning shall include spot cleaning as necessary.
6. Baseboards cleaned and dusted
7. Sweep and mop any non-carpeted floors. Special care must be taken so as not to damage wood floors.
8. Clean fingerprints and other marks off light switches, doors, appliances, walls, etc.
9. Clean & dust heaters and all heating vents
10. Mini-blinds cleaned, strung and working properly.

Initials

11. Windowsills cleaned and windows washed.
12. Remove picture hangers, nail holes need to be filled and sanded to surface. Leave as few marks on the walls as possible.
13. Closets vacuumed and clothes hangers removed, shelves washed.
14. All ceiling fans dusted and cleaned.
15. Remove picture hangers, nail holes need to be filled and sanded to the surface. Leave as few marks on the walls as possible.
16. PLEASE NOTE: if the removal and filling of holes leaves spots on the walls Resident shall be liable for repainting of the walls.

#### **Bathrooms**

1. Clean toilet, toilet tank, under toilet rim, vanity sink and cupboards inside and out.
2. Clean chrome fixtures, mirrors, fan and medicine cabinet.
3. Clean bathtub, tub surround and walls. For best results use Tilex or Softscrub bathroom cleaner for tiles and fiberglass.
4. Clean the floor.

#### **General**

1. Turn in all keys (i.e., doors, mailbox, pool, etc.), garage door openers, etc. by 10:30AM on the day the lease expires. Resident's failure to return all keys checked out, or if it is determined Resident made unauthorized copies, Resident shall be charged for having a locksmith re-key the locks and make new keys.
2. Make sure all lights are working. Replace all light bulbs that do not work.
3. Make sure all smoke detectors and carbon monoxide detectors are in place and working. Replace any missing batteries.
4. Any and all holes in the drywall must be fixed and repainted to match the rest of the wall.
5. All screens must be in place and in good shape. No bent frames or torn screens.
6. Yard must be serviced within three days prior to the expiration of the Lease, have all the leaves raked up and all trash removed.
7. Replace the furnace filter with a new filter.
8. Make sure all floors without carpet are swept and clean.

#### **Utilities**

1. Please leave all utilities on in the Premises until the expiration of the lease. Utilities disconnected prior to the end of the lease will be reinstated and charged to the resident including any applicable transfer, connection or disconnection fees.
2. Upon receipt of final utility bill(s), Landlord will charge Resident for any unpaid portion of utility charges incurred during Resident's lease and possession of Premises.

#### **Misc.**

The following charges are in addition to the rates charged for the contractor or vendor.

1. Unfilled Nail Holes: \$1 each.
2. Unfilled Molly Holes or Large Nail Holes: \$5 each
3. Regular Bulbs: \$1 each
4. Vanity Bulbs: \$5 each
5. Batteries for smoke detectors and/or carbon monoxide detectors: \$15 each

#### **Please note the following:**

If the unit needs cleaning and/or maintenance when Resident moves in, Resident must notify Landlord in writing, within two (2) days of move-in. Failure to notify Landlord will result in Resident being charged for the repairs and/or cleaning.

*Upon move-out Landlord will inspect the condition of the premises. If the Landlord determines, at the Landlord's sole discretion, the unit and/or carpets are not clean Resident will be liable for any additional cleaning services regardless of whether Landlord receives receipts for carpet or general cleaning.*

If Landlord has to re-inspect the Premises after the initial move-out inspection due to Resident's failure to adhere to all lease terms and conditions, Resident will be charged a minimum \$75.00 per inspection. This means Landlord will charge Resident at least \$75.00 if Landlord has to do Resident's cleaning and/or repairs and then inspect again after Landlord's crews do the cleaning or repairs.

By signing below, Resident acknowledges receipt of a copy of this Addendum and understands the guidelines and requirements herein. Resident will be charged for all repairs and cleaning regardless of the condition of the property at move-in. Charges for anything not specifically listed above will be at the rate paid to the contractor/vendor doing the work.

**IN CASE OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE LEASE AND THIS LEASE ADDENDUM, THE PROVISIONS OF THE LEASE ADDENDUM SHALL GOVERN. THIS LEASE ADDENDUM IS INCORPORATED INTO THE LEASE EXECUTED OR RENEWED BETWEEN LANDLORD AND RESIDENT.**

***This Lease was last revised by Tschetter Hamrick Sulzer, P.C. October 2017 representing the Landlord. It is not a Colorado Real Estate Commission approved form.***

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**Initials**

LEASE ADDENDUM - MOVE OUT AND CLEANING BASIC GUIDELINES

**"Landlord"**

Aspen Management

\_\_\_\_\_  
[Aspen Manager](#)

**"Resident"**

[John Doe](#) (signed): \_\_\_\_\_

[Bill Smith](#) (signed): \_\_\_\_\_

[Jane Doe](#) (signed): \_\_\_\_\_

[Sally Smith](#) (signed): \_\_\_\_\_

SAMPLE

### Lease Addendum - Pets

This is an Addendum to the Lease dated January 15, 2019 (the FIELD LeaseStartYr h eas Aspen Management, Landlord (hereinafter h ease dated  
visions of the Lease and this Lease 1234 Happy Lane Boulder, CO 80303, and:

John Doe Jane Doe Bill Smith Sally Smith

(collectively hereinafter h ease dated for the premises known as 1234 Happy Lane Boulder, CO 80303, State of Colorado (fter h ease

#### Resident and Landlord agree as follows:

Resident(s) wishes to keep the following adult pet(s) (must be one year or older) at the property:

TYPE:	<u>Dog</u>	<u>N/A</u>	<u>N/A</u>
SEX:	<u>m</u>	<u>N/A</u>	<u>N/A</u>
BREED:	<u>Pug</u>	<u>N/A</u>	<u>N/A</u>
AGE:	<u>9</u>	<u>N/A</u>	<u>N/A</u>
COLOR:	<u>Fawn</u>	<u>N/A</u>	<u>N/A</u>
SIZE:	<u>12 LBS</u>	<u>N/A</u>	<u>N/A</u>
NAME:	<u>Pugsly</u>	<u>N/A</u>	<u>N/A</u>

#### Resident and Landlord further agree as follows:

- This contract pertains only to the above described pet(s) and no additions nor substitutions are allowed.
- Resident agrees to pay a Pet Deposit of \$300.00 hereinafter referred to as (DEPOSIT) prior to move in. This DEPOSIT may be used to remediate any damage caused on or about the property, including by not limited to, any and all pets whether or not named above, or as to any charges due under the Lease.
- Resident agrees to pay monthly Pet Rent of \$50.00 hereinafter referred to as Rent.
- The Rent is not a deposit for any damages caused by, or relating to, the keeping of a pet(s).
- Resident is responsible for any damage to the property, or to other Residents, or to other Residents' property caused by the pet(s).
- Resident must be in control of the pet at all times. Pets may not be left tied up in any common area such as walkways, stairwells or porches if this lease is for a multiple resident dwelling.
- Resident will not allow the pet to interfere with any other Resident's use or enjoyment of the premises.

IN CASE OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE LEASE AND THIS LEASE ADDENDUM, THE PROVISIONS OF THE LEASE ADDENDUM SHALL GOVERN. THIS LEASE ADDENDUM IS INCORPORATED INTO THE LEASE EXECUTED OR RENEWED BTWEEN LANDLORD AND RESIDENT.

*This Lease was last revised by Tschetter Hamrick Sulzer, P.C. October 2017 representing the Landlord. It is not a Colorado Real Estate Comittission approved form.*

#### "Landlord"

Aspen Management

Aspen Manager

#### "Resident"

John Doe (signed):

Bill Smith (signed):

Jane Doe (signed):

Sally Smith (signed):

Initials

## LEASE ADDENDUM – ASBESTOS DISCLOSURE

This is an Addendum to the lease dated January 15, 2019 (the “Lease”), by and between Aspen Management, Landlord (hereinafter “Landlord”) for the Owner of the premises known as 1234 Happy Lane Boulder, CO 80303, and:

John Doe Jane Doe Bill Smith Sally Smith

(collectively hereinafter “Resident”), for the premises known as 1234 Happy Lane Boulder, CO 80303, State of Colorado (“Premises”).

Asbestos is a common building material that may be present in buildings constructed before 1981. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws that limit asbestos in certain construction materials.

The United States Environmental Agency (EPA) has determined the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe as long as they are not disturbed or dislodged in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and may cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

As the Landlord for your Premises, we are aware of no conditions which would be harmful, we wish to caution you about disturbing any part of the building in which your Premises is located. As Resident, you shall not install fixtures, hooks, or other hanging objects from the ceiling, walls or floors of your Premises and should not drill, sand, grind, paint, or break into any walls, floors or ceilings. Disturbing these types of materials may create various dusts and debris that could be inhaled with serious health consequences. If there is anything relating to your Premises which you feel might require any modification or change in the walls, ceilings or floors, please notify the Landlord so work may be performed as necessary by properly trained personnel. In addition, if you become aware of any disturbances of any such building materials, please notify management immediately so the appropriate actions may be initiated.

Resident(s) have read and understand the Asbestos Disclosure information provided above. Resident(s) agree to comply with the above instructions concerning the Premises. Specifically, Resident(s) agrees not to install fixtures, hooks or other hanging objects from the ceiling, and not to drill, sand, grind, paint, or otherwise disturb or break into any walls, floors, or ceilings.

RESIDENT(S) AGREES THAT THIS EXACT DISCLOSURE CONTAINED IN THIS ADDENDUM WAS MADE AVAILABLE TO RESIDENT(S) PRIOR TO APPLICATION TO RENT OR EXECUTION OF LEASE.

IN CASE OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE LEASE AND THIS LEASE ADDENDUM, THE PROVISIONS OF THE LEASE ADDENDUM SHALL GOVERN. THIS LEASE ADDENDUM IS INCORPORATED INTO THE LEASE EXECUTED OR RENEWED BETWEEN LANDLORD AND RESIDENT.

*This Lease was last revised by Tschetter Hamrick Sulzer, P.C. October 2017 representing the Landlord. It is not a Colorado Real Estate Commission approved form.*

“Landlord”

Aspen Management

Aspen Manager

“Resident”

John Doe (signed):

Bill Smith (signed):

Jane Doe (signed):

Sally Smith (signed):

Initials



## FEE DISCLOSURE

This is a Disclosure of Fees (hereinafter "Disclosure") by Aspen Management, Landlord (hereinafter "Landlord") for the Owner of the premises known as 1234 Happy Lane Boulder, CO 80303, given to:

John Doe Jane Doe Bill Smith Sally Smith

(collectively hereinafter "Resident"), for the premises known as 1234 Happy Lane Boulder, CO 80303, State of Colorado ("Premises").

Disclosed fees are subject to change without notice. This Disclosure is intended to provide clarification of fees that may be charged in connection with Residents occupancy of the Premises. Disclosure of fees does not imply that any or all fees will be charged.

Lease processing (portal, text messaging, bank fees, file storage, software, administrative)	- \$99
Late Fee	- 10% of rent plus per diem
Dishonored Payment Fee (NSF)	- Greater of \$20 or maximum allowed
Utility Billing Fee	- \$25/event
Utility Transfer Fee	- \$20/event
Force Placed Renter's Liability Insurance	- Greater of \$12.50/month or cost
Re-let Fee	
Tenant brings applicant	- Greater of fee equal to 50% of one months rent or \$500
Management does full leasing	- Fee equal to 100% of one months rent
Unit Transfer Fee	- \$500.00
Tenant Change Fee	- \$500.00/tenant change
Authorization to Sublet	- \$100.00
Demand for Compliance posting	- \$75.00
Security Deposit Disposition Processing	- Lesser of 20% of claim amount or \$100.00
Security Deposit Disposition Mailing	- Actual cost of postage
Re-inspection Trip Charge	- \$75.00
Denied inspection/denied access Charge	- \$75.00
Security Deposit Dispute small claims suit defense	- \$500.00

RESIDENT(S) AGREES THAT THIS EXACT DISCLOSURE CONTAINED HEREIN WAS MADE AVAILABLE TO RESIDENT(S) PRIOR TO APPLICATION TO RENT OR EXECUTION OF LEASE.

FAILURE OF RESIDENT TO SIGN THE ABOVE DISCLOSURE IN NO WAY NEGATES, ALTERS OR PROHIBITS ANY OR ALL FEES OR THE LANDLORD'S RIGHT TO IMPOSE SUCH FEES.

"Landlord"

Aspen Management

Aspen Manager

"Resident"

John Doe (signed):

Bill Smith (signed):

Jane Doe (signed):

Sally Smith (signed):

Initials

## COMMUNICATION POLICY

This is the Communication Policy (hereinafter "Communication Policy") of Aspen Management, Landlord (hereinafter "Landlord") for the Owner of the premises known as 1234 Happy Lane Boulder, CO 80303, given to:

John Doe Jane Doe Bill Smith Sally Smith

(collectively hereinafter "Resident"), for the premises known as 1234 Happy Lane Boulder, CO 80303, State of Colorado ("Premises").

Please be advised that it is the policy of the Landlord to limit any and all communications regarding the Premises to the Resident or resident's legal representation. Should Resident engage legal representation with respect to Resident's rights and responsibilities associated with the Premises, Resident agrees to provide written proof of engagement prior to any communications between Landlord and Resident's counsel.

**UNDER NO CIRCUMSTANCE WILL LANDLORD ENGAGE IN COMMUNICATION WITH RESIDENT(S) RELATIVES, FRIENDS, GUESTS OR ANY OTHER PARTY NOT NAMED AS A RESIDENT.** Exceptions may only be made by written agreement of all parties or in the event Landlord deems a state of emergency where danger to physical safety or the Premises is imminent.

Hostile communications, written or oral, with the Landlord, the Landlord's representatives, including but not limited to service personnel shall not be permitted or tolerated. Hostile communications include, but are not limited to: profane or foul language, yelling or threats.

While disagreements may occur, it is the expectation the Landlord and Resident, that all communications, oral and written, shall be polite, professional and courteous.

RESIDENT(S) AGREES THAT THIS POLICY CONTAINED HEREIN WAS MADE AVAILABLE TO RESIDENT(S) PRIOR TO APPLICATION TO RENT OR EXECUTION OF LEASE.

FAILURE OF RESIDENT TO SIGN THE ABOVE POLICY IN NO WAY NEGATES, ALTERS OR PROHIBITS THE LANDLORD'S RIGHT OF ADHERENCE TO SAID POLICY.

### "Landlord"

Aspen Management

Aspen Manager

### "Resident"

John Doe (signed):

Bill Smith (signed):

Jane Doe (signed):

Sally Smith (signed):

Initials

## LEASE ADDENDUM - CITY OF BOULDER RENTALS

### City of Boulder Smart Regs

This is an Addendum to the Rental Agreement dated January 15, 2019 (the "Lease"), by and between Aspen Management, Landlord (hereinafter "Landlord") for the Owner of the property and

John Doe Jane Doe Bill Smith Sally Smith

(collectively hereinafter "Resident"), and for the premises known as 1234 Happy Lane, City of Boulder, County of Boulder, State of Colorado ("Premises").

- The City of Boulder's "Smart Regs" Ordinance requires all licensed rental properties to achieve a specific level of energy performance. In order to fulfill this requirement, Landlord and Resident agree to cooperate in all phases of this requirement. The parties agree as follows:
- An initial audit of your unit will be required. In addition, several other potential installations and/or services may be required to fulfill the city's requirements. Resident agrees to cooperate to schedule and allow this energy conservation work to be done and further agrees to move any personal possessions requested in order to make areas accessible for the work and audits.
- Resident also hereby agrees to allow Landlord to obtain copies of their utility bills from the utility provider. Resident will complete any City and/or County of Boulder Utility Release Forms and forms required by Xcel or any other energy provider for any energy related rebates. In addition, any rebates obtained due to the energy conservation work that is paid for by the Landlord, will be assigned to the Landlord by the Resident.
- Resident agrees that if any CFL bulbs are broken, the EPA clean-up guidelines found at <http://www.epa.gov/cfl/cflcleanup.html> will be followed by Resident.
- Resident and Landlord agree that any violation of this Addendum is a material violation of the Lease, and Landlord may give a demand for compliance or possession. Landlord may also charge Resident a daily charge of \$50 per day until Resident cooperates with Smart Regs Compliance.

**IN CASE OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE LEASE AND THIS LEASE ADDENDUM, THE PROVISIONS OF THE LEASE ADDENDUM SHALL GOVERN. THIS LEASE ADDENDUM IS INCORPORATED INTO THE LEASE EXECUTED OR RENEWED BETWEEN LANDLORD AND RESIDENT.**

*This Lease was last revised by Tschetter Hamrick Sulzer, P.C. October 2017 representing the Landlord. It is not a Colorado Real Estate Commission approved form.*

**"Landlord"**

Aspen Management

Aspen Manager

**"Resident"**

John Doe (signed):

Bill Smith (signed):

Jane Doe (signed):

Sally Smith (signed):

Initials

## LEASE ADDENDUM – REQUIRED RENTAL UNIT ORDINANCE DISCLOSURE FOR CITY OF BOULDER

### OCCUPANCY LIMITS

- A. The dwelling unit you will be renting or leasing at the address of: [1234 Happy Lane, Boulder, CO 80303](#) may be occupied by no more than **8** unrelated persons. (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: **John Doe Jane Doe Bill Smith Sally Smith**
- 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.

### 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

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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

### **LEASE ADDENDUM – REQUIRED RENTAL UNIT ORDINANCE DISCLOSURE FOR CITY OF BOULDER**

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

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

*I have read and understand these disclosures and potential consequences including that if I violate the City regulations my tenancy can be terminated and I can be subject to eviction and legal action may be taken against me by the landlord.* This is to be signed by every Resident, other than minor children living with a supervising parent or other custodian.

**IN CASE OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE LEASE AND THIS LEASE ADDENDUM, THE PROVISIONS OF THE LEASE ADDENDUM SHALL GOVERN. THIS LEASE ADDENDUM IS INCORPORATED INTO THE LEASE EXECUTED OR RENEWED BETWEEN LANDLORD AND RESIDENT.**

*This Lease was last revised by Tschetter Hamrick Sulzer, P.C. October 2017 representing the Landlord. It is not a Colorado Real Estate Commission approved form.*

"Resident"

John Doe (signed):

Bill Smith (signed):

Jane Doe (signed):

Sally Smith (signed):

## LEASE ADDENDUM - STUDENT ADDENDUM

This is an Addendum to the lease dated January 15, 2019 (the "Lease"), by and between Aspen Management, Landlord (hereinafter "Landlord") for the Owner of the premises known as 1234 Happy Lane Boulder, CO 80303, and:

John Doe Jane Doe Bill Smith Sally Smith

(collectively hereinafter "Resident"), for the premises known as 1234 Happy Lane Boulder, CO 80303, State of Colorado ("Premises").

1. Student Properties - Premises is designated as a student property ("Student Property") and subject to all applicable provisions below.
2. Lease Guarantor
  - (a) If Resident is a student, or unable to show proof of ability to pay rent, then Resident agrees to deliver a signed Parental Guarantee form ("PG") for each student Resident within three (3) business days of Lease signing.
  - (b) Resident and Landlord agree if the Resident does not deliver a Parental Guarantee Form ("PG") for each Resident within three (3) business day of the date of Lease signing that:
    - i. Landlord may bill Resident fifty dollars (\$50.00) for each PG missing beyond the 3-day limit; or
    - ii. Landlord has the right, at Landlord's sole discretion, to consider Resident in breach of this agreement and to lease the premises to another party. Landlord shall notify Resident in writing of said breach.
2. Resident of Student Property agrees to give Landlord written notice of intention to vacate the premises at the end of the Lease, not later than one (1) week after resumption of the December holiday break as posted by the University of.
3. Resident understands Landlord will, at Landlord's discretion, report all breaches of this agreement and/or any violations of local ordinances to the University of Colorado's Judicial Review Committee.
5. Resident of Student Property also agrees Landlord has permission to release any and copies of all documents, notices, violations, invoices, statements or other information associated with the Lease to the persons signing a PG.
6. Resident will pay security deposit according to the following schedule: \$N/A due and payable at lease signing and \$N/A due and payable on January 15, 2019.

**IN CASE OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE LEASE AND THIS LEASE ADDENDUM, THE PROVISIONS OF THE LEASE ADDENDUM SHALL GOVERN. THIS LEASE ADDENDUM IS INCORPORATED INTO THE LEASE EXECUTED OR RENEWED BETWEEN LANDLORD AND RESIDENT.**

*This Lease was last revised by Tschetter Hamrick Sulzer, P.C. October 2017 representing the Landlord. It is not a Colorado Real Estate Commission approved form.*

### "Landlord"

Aspen Management

Aspen Manager

### "Resident"

John Doe (signed):

Bill Smith (signed):

Jane Doe (signed):

Sally Smith (signed):

Initials