

RESIDENTIAL LEASE

_____ (hereinafter called "Landlord"), lease(s) to _____, (hereinafter called "Tenant(s)"), the Premises known and described as _____, located in Boulder, Colorado (hereinafter called the "Premises"), for a term of _____ (month-to-month/3 months/6 months/one year) beginning the ____ day of _____, 201__, and terminating on the ____ day of _____, 201__, at noon, subject to and conditioned upon faithful performance of the provisions set forth below.

1. RENT. The total base rent for the term of the lease is \$_____, payable without notice, demand or set off, in advance;

(a) A prorated amount of \$_____ covering the period from the beginning of the lease (if such a day is not the first day of a month) to the first day of the first full month of the lease period, and

(b) The balance of \$_____ in equal monthly installments of \$_____ on or before the first day of each subsequent month of the lease.

Rent payments not delivered to Landlord by the 5th day of each month shall be assessed a \$5.00 per day late fee beginning the 2nd day of each month up to the 5th day of each month. Rent payments not delivered to the Landlord by the 6th day of each month shall be assessed a \$10.00 per day late fee and shall be due and payable as additional rent for such month. This provision shall apply, as well, to rent payments that are delayed due to a check that is returned for insufficient funds and shall remain in effect until said funds are collected.

2. SECURITY DEPOSIT. Tenant(s) shall deposit with Landlord the sum of \$_____ as a security deposit to secure the faithful performance of the provisions set forth herein. Provided that the Tenant(s) have faithfully performed all of their obligations hereunder, including, but not limited to, payment of all base and additional rent, payment of all utility charges, payment of all repair and cleaning charges and the Premises are left undamaged and in as good condition and repair as when received, normal wear and tear excepted, Landlord will return the security deposit, without interest (except as may be mandated by law), in its entirety, or with such deductions as may be lawfully retained, within 60 days of the termination or surrender and acceptance of the Premises, whichever occurs last. If at any time during the term hereof Tenant(s) are in default of any provision, Landlord may apply all or any portion of the security deposit towards the reimbursement of Landlord for any expense incurred as a result of such default. If the security deposit is reduced by any payment, Tenant(s) shall immediately restore the security deposit to the original amount mentioned above. If the Premises are sold or otherwise conveyed by Landlord, the security deposit shall be transferred to the new owner(s) and notice thereof sent to the Tenant(s), and Landlord shall thereafter be released from all liability therefore. Tenant(s) shall not use the security deposit in lieu of rent towards the end of or at any other time during the lease term. YOUR SECURITY DEPOSIT IS BEING HELD BY THE LANDLORD AT _____.

3. UTILITIES AND SERVICES. Tenant(s) shall be responsible for arranging and paying for all utilities and services, and for attendant hookup/disconnect fees including, but not limited to, \$_____ for water/wastewater and \$_____ for trash removal¹; 100% for gas/electricity; 100% for telephone; 100% for cable television and/or Internet; and \$ N/A for snow removal; except the following which Landlord will provide at Landlord's expense, to-wit: _____

Landlord may pay any utility or service charges and fees which Tenant(s) fails to pay, and the same shall be due as additional rent.

4. RENOVATION, ALTERATION, AND IMPROVEMENTS. Tenant(s) shall not make or permit to be made any renovation, alteration or improvement to the Premises absent the Landlord's written consent, and any and all such acts shall be done at Tenant(s) expense and Tenant(s) shall indemnify and hold Landlord harmless from any expense, lien, claim or damages resulting therefrom. Landlord may pay any expenses related to thereto which Tenant(s) fail to pay or discharge and such shall be due as additional rent.

5. REPAIR, MAINTENANCE AND RESTORATION. Tenant(s) shall, at their own expense (unless Landlord agrees otherwise) repair and maintain the Premises and all personal property located therein, including, but not limited to: fixtures, appliances, furniture, carpets, doors, windows and window coverings as reasonably necessary.

TENANT(S) AGREE THAT WHEN THE OUTSIDE TEMPERATURE FALLS BELOW 10 DEGREES F, TENANT(S) SHALL BE RESPONSIBLE TO RUN A STEADY FLOW OF WATER SUFFICIENT TO INSURE THAT THE PIPES IN THE RENTAL UNIT WILL NOT FREEZE. IN THE EVENT TENANT(S) FAIL TO DO THIS, AND PIPES FREEZE, TENANT(S) WILL BE RESPONSIBLE FOR DAMAGES CAUSED TO THE PIPES OR FROM OR BY WATER FROM RUPTURED PIPES. LANDLORD MAY PAY ANY EXPENSES RELATED THERETO WHICH TENANT(S) FAIL TO PAY OR DISCHARGE, AND SUCH SHALL BE DUE AS ADDITIONAL RENT. LEAVING ON VACATION WILL NOT RELIEVE THE TENANTS OF THIS RESPONSIBILITY.

6. FURNISHINGS. If the Premises are furnished, an inventory of furnishings and personal property is hereto attached, and Tenant(s) acknowledge that all of said items, except as noted on Landlord's copy of said inventory, are in good condition, and Tenant(s) agree to pay all costs of repairing any damages, or cleaning, laundering or replacing same.

7. INSURANCE. Tenant(s) shall be responsible for obtaining and paying for a Renter's insurance policy that covers theft, damage or injury to themselves, any visitors and any of their property located on or near the Premises. Tenant(s) hereby waives any action whatsoever against Landlord, or its agents, whether caused by the negligence of the Landlord or its agents or not, for any injury, loss of property or any other loss that is covered by a standard Renter's insurance policy.

8. USE. Tenant(s) shall use the Premises for residential purposes only and shall not permit any persons other than those who have signed this Lease to occupy the Premises except casual visits from friends and relatives. Tenant(s) shall conform to all rules and regulations Landlord promulgates for the safety and comfort of all Tenants and shall not otherwise disturb, annoy or be a nuisance to other Tenants, and shall be responsible for the conduct of their guests and invitees. Tenant(s) shall not conduct unlawful activities on the Premises and shall not create or allow to be created any hazardous condition nor bring any dangerous materials into, nor conduct any activities on, the Premises which would cause Landlord's insurance rates to rise.

9. ENTRY. Landlord may enter the Premises at any time in case of an emergency, and may enter the Premises after giving reasonable notice (which in no case shall exceed twelve hours notice) for the purpose of inspection, cleaning, making repairs or showing the Premises to prospective Tenants or buyers. If Landlord has tried on two consecutive evenings to call Tenant(s) to give notice, and is unsuccessful in his attempts to contact Tenant(s), then notice shall be deemed given.

10. SALE. If the premises are listed for sale by the Landlord before the expiration date of this Lease, Landlord may terminate this Lease upon thirty (30) days notice and Tenant(s) shall vacate thereafter and execute any documents evidencing such termination. If the buyer does not desire possession before the expiration of this Lease, it shall remain in full force and effect.

11. CONDITION OF PREMISES. Tenant(s) accept the Premises "as is" and Landlord shall not be responsible for making any repairs or improvements. Tenant(s) acknowledge that the Premises and all personal property located therein, including, but not limited to, fixtures, appliances, furniture, carpets, doors, windows and window coverings are clean and in good order and repair when their occupancy began (Any exceptions hereto shall be set forth in an attached addendum, Damage Report Checklist, incorporated herein by reference), and they shall maintain in good condition and regularly clean the Premises and such personal property during the term hereof and return the same clean and in as good condition, ordinary wear and tear excepted, upon termination hereof. (Any exceptions hereto shall be set forth in an attached addendum, Damage Report Checklist, incorporated herein by reference). Upon termination, if Tenant(s) do not restore Premises to good and clean condition, Tenant(s) agree to pay Landlord additional compensation commensurate with the time necessary to restore the Premises to the same good and clean condition as they were at the beginning of the lease term. Tenant(s) shall specifically perform the following:

- (a) Remove all trash, garbage, bottles, cartons, unused foodstuffs, and discarded personal belongings from the unit to the outside trash facilities supplied by the Landlord.
- (b) Remove all appliances belonging to Tenant(s). As for any appliances that Tenant(s) no longer wants, whether at the end of the lease term, or throughout the period of the lease, Tenant(s) must arrange for their disposal at Tenant's own expense. Unwanted appliances shall not be placed in trash facilities supplied by the Landlord.

- (c) Properly clean the kitchen stove (including oven and grills), refrigerator, and all plumbing fixtures.
- (d) Be completely moved out, and the unit cleaned, by noon of the termination date. Landlord will coordinate with Nesheim's Carpet Cleaning to arrive at noon to clean the carpets, the cost of which will be deducted from your security deposit.
- (e) Place all furnishing and fixtures supplied for the unit in normal positions and in the areas for their intended use.
- (f) Securely close and properly lock all entrances to the unit.
- (g) Notify any providers of utility services paid for by Tenant(s) to read the meters for "final reading" and pay final bills.

Tenant(s) shall not keep inoperable or junk vehicles or parts thereof on or about the Premises or on any parking lot or street adjacent thereto. Landlord may have any such vehicles or objects towed or removed at Tenant(s) expense which shall be due as additional rent, if not removed within 10 days after written notice is mailed and postmarked to Tenant(s), by Landlord, requiring such removal.

12. LOCKS AND KEYS. All locks and keys (duplicates and originals), are the absolute property of the Landlord. The locks shall not be changed absent Landlord's written consent, and all keys shall be returned upon termination hereof. Any keys not returned shall be charged as additional rent at a cost of \$20.00 per key. Landlord, in Landlord's sole discretion, may change the locks upon termination hereof and a charge theretofore shall be due as additional rent.

13. ASSIGNMENT/SUBLETTING. Tenant(s) shall not assign their interests hereunder nor sublet the Premises absent Landlord's written consent. Tenant(s) shall remain jointly and severally liable for the payment of the rent and performance of all other provisions hereunder with any assignee or subtenant.

14. CONSTRUCTIVE EVICTION. If Tenant(s) believe that acts constituting constructive eviction have occurred, they shall specify in writing to Landlord what such acts are and Landlord shall have 14 days after receipt thereof to remedy the situation. Tenant(s) shall waive their right to assert a claim of constructive eviction if they vacate the Premises before the 14 day time period has elapsed.

15. ANIMALS. Landlord and Tenant(s) agree that pets can cause extensive damage to Landlord's property. **No pets** of any kind shall be allowed on Premises. If at any time Tenant(s) have a pet of any kind, Tenant(s) shall be in breach of this Lease and Landlord may exercise any legal remedies available to him due to Tenant's breach. Should Landlord decide to allow Tenant(s) to remain as Tenant(s) after removing the Pet(s), as a condition of remaining as Tenant(s), Landlord may require Tenant(s) to pay immediately an additional security deposit in the amount that Landlord, at its sole discretion, deems appropriate to cover the damages, if any, resulting from the unauthorized Pet.

16. NON-LIABILITY. Landlord shall not be liable for any personal injury or property damages to Tenant(s) or their guests or invitees irrespective of how such injury or damage may be caused, whether by acts of nature or acts of negligence by Landlord or Landlord's agents unless such negligence was gross negligence. Neither Landlord nor Landlord's agents shall be liable for any injury to person or property arising from the acts of any other tenant.

17. INDEMNIFICATION. Tenant(s) shall defend, indemnify, and hold Landlord harmless from and against any claim, loss, expense, or damage to any person or property in or upon the Premises arising out of Tenant(s) use or occupancy of the Premises, or any act or neglect of Tenant(s) or Tenant(s)' guests or invitees.

18. SUBORDINATION. This Lease is subject and subordinate at all times to the lien of existing and future deeds of trust on the Premises. Tenant(s) shall, upon request, execute and deliver such further instruments subordinating this Lease to the lien of any holder of a deed of trust, as may be desired by said holder. Tenant(s) hereby appoint Landlord, Tenant(s)' attorney-in-fact, irrevocably, to execute and deliver any such instrument on behalf of Tenant(s).

19. HOLDING OVER/EXTENSIONS. With respect to the holding over and extensions:

- (a) Unless all the provisions of Paragraph 19(b) are met, it is agreed that the tenancy under this Lease shall terminate on the date set forth on the face of this Lease.
- (b) If Tenant(s) wish to continue residing at the Premises beyond the original term of this Lease, then prior to thirty days before the termination of this Lease, Tenant(s) shall request, in writing, that their Lease be extended. Landlord, at its sole discretion, will decide (i) whether or not to approve any requested extensions (ii) the amount of rent that will be charged during the extension period. If a document containing Landlord's written approval of the extension, including the terms of the extension, as well as the Tenant(s) written acceptance of the terms, is not executed by both parties prior to the termination date of the Lease, then the original termination date shall remain unchanged, and Tenant(s) must vacate by the original termination date.
- (c) If Tenant(s) remain in possession after the termination of the Lease, and no extension has been agreed to in writing, then the rent during the hold over period will be the monthly rent for the last month of tenancy under the Lease, plus a fifty percent (50%) increase. In this instance, Tenant(s) shall be regarded as month-to-month Tenant(s), and all other provisions of this Lease shall be applicable thereto.

- (d) Regardless of the day of the month that the month-to-month tenancy commences, thirty days notice to the Tenant(s) or to the Landlord of termination shall be provided for on the first of the month and the Tenant(s) agree to vacate the Premises on the last day of the month.
- (e) Any tenancy entered into following the termination of the original lease term first set forth above herein, whether entered into pursuant to the terms of this Paragraph 19, by separate written agreement, or otherwise, shall be deemed a continuation of such original lease term in all respects with the exception perhaps of Rent and Term. Thus, Landlord need not re-inspect the Premises nor account for or return the original security deposit between the termination of the original lease term set forth above herein and any such new tenancy, and Tenant(s) shall remain responsible for any damages and other wear and tear to the Premises which exceed normal wear and tear whether such occurred during the original lease term or at any time thereafter.

20. **DEFAULT.** Tenant(s) shall be in default of this Lease, if they are in arrears in the payment of any installment of base or additional rent, or any portion thereof, or if Tenant(s) are in default of any provision hereof, which default remains uncorrected for a period of three (3) days after Landlord has given written notice thereof, or if Tenant(s) vacate the Premises prior to the termination hereof and any part of the total rent reserved hereunder is unpaid.

21. **REMEDIES UNDER DEFAULT.** Landlord's rights and remedies shall be deemed cumulative, not exclusive, and if Tenant(s) are in default hereunder, Landlord shall have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- (a) Landlord may evict Tenant(s), and forthwith repossess the Premises, and be entitled to recover as damages:
 - (i) The total cost of recovering the Premises;
 - (ii) The unpaid base or additional rent due at the time of termination, plus interest thereon, at the rate of eighteen percent (18%) per annum from the due date;
 - (iii) Damages for the unlawful holding of the Premises by Tenant(s);
 - (iv) Subject to the following Subparagraph (b)., the balance of the total rent owed for the remaining lease term; and
 - (v) Any other sum of money or damages owed by Tenant(s) to Landlord.

- (b) If Tenant(s) are evicted or leave early, Landlord will retake possession of the Premises as agent for Tenant(s) without being deemed to have accepted a surrender thereof and without terminating this Lease, and attempt to re-let the Premises for the remainder of the term provided for herein for such rent and upon such conditions as Landlord, in Landlord's sole discretion, thinks best. If the rent provided though such re-letting does not at least equal the total amount of rent due for the remaining unexpired term hereof, Tenant(s) shall pay and satisfy any deficiency between the amount so provided for and that received through re-letting; and, in addition thereto, Tenant(s) shall pay a "break-lease fee" of ½ of one month's rent to Valentiner and Associates, as well as all reasonable expenses incurred in connection with any such re-letting, including, but not limited to, the cost of advertising, the costs of renovating, altering, and decorating for a new tenant, showing the space and dispersing applications, which must be approved by Landlord.

Landlord shall be entitled to recover any reasonable attorney's fees or expenses incurred for any legal and/or equitable processes, whether said attorney's fees and expenses are incurred pre-suit, during suit, or post-judgment.

22. **PERSONAL PROPERTY LIEN.** Landlord is hereby granted a lien on all personal property which Tenant(s) have on the Premises for the value of all rents, additional rents, and any other charges and fees due hereunder, including all court costs, expenses and attorney's fees, whether said attorney's fees are incurred pre-suit, during suit, or post-judgment. Landlord shall not be liable for trespass or conversion in asserting such lien, and Tenant(s) hereby grant Landlord permission to enter the Premises without notice, whether Tenant(s) have vacated or not, to remove and assert dominion over items of Tenant's personal property located therein. Landlord may remove all such personal property even if the value thereof exceeds the amount owed, without being liable for damages. Landlord shall not be considered a voluntary or involuntary bailee of any personal property which is held pursuant to Landlord's lien, and which Landlord has thereafter stored, and Landlord shall not be liable for any damages to such personal property unless caused by gross negligence on Landlord's part. All storage or other holding costs incurred by Landlord as a result of asserting the Landlord's lien shall be the responsibility of the Tenant(s) and shall be due as additional rent.

23. **ABANDONED PERSONAL PROPERTY.** After termination of the Lease, Landlord may, at Landlord's sole discretion:

- (a) Discard any personal property left by the Tenant(s) without being liable for damages, no matter what the value of such personal property may be, it being the express duty of the Tenant(s) to make arrangements for removal and transportation thereof; or
- (b) Store and personal property left by the Tenant(s).

In either case, the Landlord shall not be considered a voluntary or involuntary bailee of any personal property and Landlord shall not be liable for any damages to such personal property. Landlord shall be entitled to recover from Tenant(s) all costs incurred, as the case may be, in either discarding or storing any such personal property and all such costs shall be due as additional rent.

24. JOINT AND SEVERAL LIABILITY. Tenant(s) and any assignees or subtenant(s) or any persons becoming Tenant(s) without Landlord's knowledge, shall be jointly and severally liable for the payment of all rents and any other sums due hereunder as well as for complying with all other provisions hereof.

25. PARTIAL PAYMENTS/BAD CHECKS. No payment by Tenant(s) or receipt by Landlord of a lesser amount than the monthly rent or any other sum due hereunder shall be deemed other than a payment on account of the earliest rent or charge due, nor shall any endorsement or statement on any check or any letter accompanying a check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's rights to recover the balance of the rent or other charges or to pursue any other remedy provided for in this Lease. Landlord shall be entitled to all remedies provided for under section 13-21-109, C.R.S., for any check that is returned to Landlord, marked insufficient funds, closed account or stop payment, and in addition thereto Landlord shall be entitled to a fifty dollar (\$50.00) charge which shall be payable as additional rent. Landlord shall also be entitled to recover from Tenant(s) any additional charges or costs incurred by Landlord, assessed by Landlord's bank or otherwise, resulting from Tenant(s)' failure to provide Landlord with a check that is a proper negotiable instrument. These additional charges or costs shall be payable by Tenant(s) as additional rent.

26. ADDITIONAL RENTS. Any sums payable as additional rents hereunder shall be due with the next due installment of base rent or when billed, whichever is sooner.

27. CREDIT INFORMATION. Tenant(s) specifically acknowledge that Landlord has the right to obtain credit information regarding Tenant(s)' credit worthiness. In addition, Tenant(s) acknowledges that Landlord has the right to provide credit information to credit bureaus and like organizations based on Tenant(s)' performance under the residential lease. Further, Tenant(s) acknowledges that the Landlord has the right to give credit information on Tenant(s) at the request of third parties who may be seeking information about the Tenant(s)' credit worthiness, which information may include, but not be limited to, providing references based on Tenant(s)' performance under the residential lease.

28. MISCELLANEOUS. Landlord means Landlord and Landlord's agents and representatives. All notices required or permitted to be given hereunder shall be deemed given if in writing and deposited in the U.S. mail, first class postage prepaid, addressed to the applicable Party at the addresses listed below, or to such other addresses as the Parties may direct by written notice. Notice to one Tenant shall be notice to all. No waiver, express or implied, of any breach hereunder shall be deemed a continuing waiver or a consent to any subsequent breach, or a waiver of either Parties' right to demand exact compliance with the provisions hereof. Modifications of this Lease must be set forth in writing, subscribed to by the Party against whom enforcement is sought. The headings used herein are for reference only, and are not to be used in constructing or interpreting this Lease. This Lease represents the entire agreement and understanding between the Parties and all prior representations, promises, statements, and writings are merged herein. If any provision of this Lease is held to be unenforceable, illegal or contrary to public policy, it shall be severed, or modified to the extent necessary to make it enforceable, and it shall otherwise remain in full force and effect as so severed or modified. This Lease shall insure to the benefit of and be binding on the legal representatives, successors, heirs and assigns of Landlord and Tenant(s). If Landlord brings suit to enforce any of the provisions of this Lease, including but not limited to base and additional rent provisions, Landlord shall be entitled to all costs and attorney's fees related to

such action (whether incurred pre-suit, during suit, or post-judgment). The provisions of this Lease shall not be strictly construed against either Party, but both Parties shall be treated as equals in the interpretation hereof.

29. **HOMEOWNERS ASSOCIATION COVENANT.** Tenant(s) hereby acknowledge the receipt of a copy of the covenants, rules and regulations of the Homeowners Association, and hereby agree to abide by said covenants, rules, and regulations. In the event Landlord is fined as a result of any noncompliance of the Tenant(s) with said covenants, rules, and regulations as determined by the Homeowners Association, then Landlord shall charge back the Tenant(s) the amount of said fine and said charge shall be payable as additional rent.

30. **OUTDOOR PROPERTY MAINTENANCE.** Tenant(s) shall at all times maintain the grounds in an acceptable condition. Maintenance includes, but is not limited to: watering lawn and other plantings, mowing lawn, weeding and trimming lawn. If Tenant(s) fail to provide such maintenance, the Landlord has the right to have said property maintained, and may bill the Tenant(s) for any expense incurred, which charge shall be payable as additional rent.

31. **ADDITIONAL PROVISIONS.** (Additional agreements not covered herein or modifications to the provisions hereof should be inserted in the following space.):
NO FUEL FIRED GRILLS ALLOWED ON THE PREMISES. NO STORAGE OUTSIDE OF THE UNIT OR IN THE PARKING AREA.

32. The Addendums to the Lease are as follows, and are incorporated herein by reference:

Addendum A: Carbon Monoxide Detectors
Addendum B: Rules and Regulations
Addendum C: Drug/Crime—Free Housing
Addendum D City of Boulder Rental Unit Lease Disclosure Letter
Addendum E: Damage Report Checklist

IN WITNESS HEREOF the Parties hereto have entered into this Agreement effective upon execution hereof.

LANDLORD:

TENANT #1:

Print Name

Print Name

Signature of Landlord/Agent

Signature

S.S.#: _____ - _____ - _____

_____, 201__
Date

_____, 201__
Date

TENANT #2:

TENANT #3:

Print Name

Print Name

Signature

Signature

S.S.#: _____ - _____ - _____

S.S.#: _____ - _____ - _____

_____, 201__
Date

_____, 201__
Date

MAILING ADDRESSES:

LANDLORD:

TENANT(S):

P.O. Box 20570
Boulder, CO 80308

REFERENCES:

(Addresses and Phone numbers please)

Lease prepared by Carol Glassman, P.C., Attorney at Law
1526 Spruce Street, Suite 302, Boulder, CO 80302 (10/92)

ADDENDUM A

CARBON MONOXIDE DETECTORS

TOTAL # _____

A CARBON MONOXIDE DETECTOR IS INSTALLED AT:

_____.

RESIDENT'S SIGNATURE

DATE

RESIDENT'S SIGNATURE

DATE

RESIDENT'S SIGNATURE

DATE

ADDENDUM B

TENANT RULES AND REGULATIONS

In consideration of the execution or renewal of a rental agreement of the dwelling unit identified in the rental agreement, Tenant agrees to abide by the following Rules and Regulations:

1. **Signs and Attachments.** Nothing shall be placed on, or hung from, the outside of the building, windows, doors, patios or balconies. No signs or advertising notices of any kind shall be attached to any part of the outside of the building. Names shall be displayed on doors and mailboxes only in the manner designated by Landlord.
2. **Entrances, Walks, Etc.** Entrances, walks, elevators, vestibules, halls, stairways, landings, and other public areas outside of the rental unit shall not be obstructed or used for any purpose other than for ingress or egress to and from the buildings or rental unit.
3. **Locks and Keys.** No locks shall be changed or added in any way, to any door except with the prior written consent of Landlord. There shall be a \$20.00 charge for replacing lost keys, \$40.00 charge for replacing lost mailbox keys or for keys a Tenant fails to return. There shall be a \$40 charge for opening doors during business hours (Monday-Friday, 8:00 a.m. – 5:00 p.m.) and a \$150 charge for opening doors at all other times.
4. **Disturbances and Noises.** Loud noises and other disturbing acts by Tenant in the rental unit or on adjoining property that interferes with the rights, comforts, or convenience of other Tenants or neighboring residents are prohibited at all times.
5. **Walls, Alterations, Etc.** The walls, ceilings and woodwork must not be marred by driving in nails, tacks, or screws, or by otherwise defacing the same, except for standard picture hooks, shade and curtain rod brackets. No alterations, additions, or improvements shall be made in the rental unit without the prior written consent of the Landlord.
6. **Occupants and Guests.** No occupants other than those listed on the Lease will be allowed to establish residency without prior written permission of the Landlord, and without being added onto the lease. Tenant shall be responsible and liable for the acts of their guests. Acts of guests in violation of the lease, or Landlord's rules and regulations, may be deemed by Landlord to be a breach by Tenant. No guest's stay may exceed two weeks.
7. **Storage.** Storage areas may be provided by Landlord, and if so provided, storage in such areas shall be at the Tenant's risk and neither Landlord nor Landlord's agent shall be responsible for any loss or damage from fire, theft, or otherwise. Nothing of any kind that would increase fire risk shall be taken to, or placed in, storage areas.
8. **Balconies and Patios.** Balconies and patios shall be kept neat and clean at all times and Tenant shall not store or hang rugs, towels, laundry, wash, or other such items on the railings or other portions of the balcony or patio. Bicycles, furniture, carts, and similar items should be kept in the rental unit or in storage, if available, and may not be kept on balconies or patios, or in or about entranceways at any time. Any such items found in these areas will be removed by Landlord or its agents. No dust, rubbish, litter, or anything else shall be swept, thrown or emptied from any of the windows or balconies or patios or into the halls or entryways.
9. **Parking.** Parking shall be permitted only in those areas or spaces designated by Landlord. Inoperable and/or unlicensed vehicles shall not be parked or stored on the property. Any vehicles that are improperly parked, inoperable, or unlicensed may be towed away, without notice, at the expense of the vehicle's owner. Tenant agrees to abide by parking regulations and to notify guests to abide by such parking regulations.
10. **Garbage and Trash.** Garbage receptacles shall be used as directed by Landlord. Garbage and refuse shall be placed in designated garbage receptacles, not on the ground or floor around such receptacles.
11. **Repairs.** Tenant shall not directly order any service or repair to his rental unit. All such service and repair is the sole responsibility of Landlord.

12. **Inspections.** Landlord reserves the right to make semi-annual inspections of the interior of the rental unit for the purposes of verifying that the rental unit is being kept in good order and repair.

13. **Soliciting.** Soliciting of any type is not permitted, except by individual appointment with Tenant. Tenant should notify Landlord if any uninvited solicitor appears and appropriate action will be taken.

14. **Insurance.** Landlord recommends that Tenant obtain personal insurance and personal liability insurance. Landlord has no insurable interest in Tenant's personal property and will not insure said property and will not be liable for acts of Tenant, Tenant's family, guest or invitees.

15. **Modifications.** Owner reserves the right at any time to change or rescind one or more of these rules and regulations or to make and enforce such other reasonable rules and regulations as in Landlord's judgment may be deemed advisable to promote safety, care, and cleanliness of the premises and for preservation of good order and public health and safety.

16. **Violations of Rules and Regulations.** Violation of any Section of the rental agreement Addendum B constitutes a substantial violation of the rental agreement and a material noncompliance with the rental agreement. Any such violation is grounds for termination of tenancy and eviction from the unit per Article 40-107.5 of Title 13, C.R.S. Proof of violation exists by a preponderance of the evidence under civil law, unless otherwise provided by law, which means a conviction is not necessary to cause termination of the rental agreement.

17. **Conflicts.** In case of any conflict between the provisions of the rental agreement Addendum B and any other provisions of the rental agreement, the provision of the rental agreement Addendum B shall govern.

Tenant hereby acknowledges receipt of Rules and Regulations on this __ day of _____, 201__, and agrees to be bound by and comply with these Rules and Regulations.

TENANT(S):

LANDLORD:

BY: _____

ADDENDUM C

DRUG/CRIME—FREE HOUSING

In consideration of the execution or renewal of a rental agreement of the dwelling unit identified in the rental agreement, Landlord and Tenant agree as follows:

1. The Tenant, any member of the Tenant’s household, or any guest or other person under the Tenant’s control shall not engage in or facilitate criminal activity on or near the rental unit, including, but not limited to, violent criminal activity or drug-related criminal activity as defined in Title 16 and 18 C.R.S. of the Colorado Criminal Code. Such criminal activity on or near the premises is defined as but is not limited to:
 - a. Prostitution as defined in Article 7 of Title 18 C.R.S.
 - b. Criminal street gang activity as set forth in Title 16 and 18, C.R.S.
 - c. Threats or intimidation as prohibited in Title 18, C.R.S.
 - d. Assault as prohibited in Article 3 of Title 18, C.R.S.
 - e. Unlawful possession or discharge of firearms or illegal weapons as prohibited in Article 12 of Title 18, C.R.S.
 - f. Or any other violation of the Criminal Statutes of the State of Colorado or any breach of the rental agreement that otherwise jeopardizes the health, safety and welfare of the Landlord, its Agent, or other residents and guests, or that which involves imminent or actual serious property damage.
2. The Tenant or any member of the Tenant’s household, a guest or another person affiliated in any way with the Tenant shall not permit the rental unit to be used for criminal activity, or facilitate criminal activity, including but not limited to, violent criminal activity or drug-related activity.
3. “Violent criminal activity” means any felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.
4. “Drug-related activity” means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use a controlled substance, as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802) of the Federal Code and Article 18 of Title 18, C.R.S. of the Colorado Code. This restriction further includes the growth, use or possession of marijuana regardless of quality in or near the rental unit in contradiction of City, State or Federal law.
5. Violation of any Section of the rental agreement Addendum C constitutes a substantial violation of the rental agreement and a material noncompliance with the rental agreement. Any such violation is grounds for termination of tenancy and eviction from the unit per Article 40-107.5 of Title 13, C.R.S. Proof of violation exists by a preponderance of the evidence under civil law, unless otherwise provided by law, which means a conviction is not necessary to cause termination of the rental agreement.
6. In case of any conflict between the provisions of the rental agreement Addendum C and any other provisions of the rental agreement, the provision of the rental agreement Addendum C shall govern.

Tenant

Date

Tenant

Date

Tenant

Date

ADDENDUM D
City of Boulder Rental Unit Lease Disclosure Letter



CITY OF BOULDER
Planning and Development Services

1739 Broadway, Third Floor • P.O. Box 791, Boulder, Colorado 80306-0791
phone 303-441-3152 • fax 303-441-3241 • e-mail plandevlop@bouldercolorado.gov
www.boulderplandevlop.net

RENTAL UNIT SAMPLE LEASE DISCLOSURE LETTER

This is an important notice for tenants. Please read it carefully.

Every person who rents or leases a dwelling unit within the city limits of Boulder, Colorado must be provided with information in accordance with the provisions of Boulder Revised Code, Section 12-2-4 (Ordinance 7158). Landlords are encouraged to make required disclosures at the time that lease agreements are executed in order to promote discussion of these city regulations. Landlords can, however, make required written disclosures at any time.

OCCUPANCY LIMITS

A. The dwelling unit you will be renting or leasing at the address of:

_____ may be occupied by no more than _____ 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: _____

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:

Revised Sept 06

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

2. **Unreasonable Noise, Section 5-9-6, B.R.C. 1981.** This is a provision which can be used when officers, standing more than 100 feet away from a noise source, hear amplified music in a residential zone after 11:00 p.m.

3. **Excessive Sound Levels, Section 5-9-3, B.R.C. 1981.** This is based upon measuring sound levels with meters. Noise must not exceed 50 dBA between 11:00 p.m. and 7:00 a.m. in a residential zone. Late at night, the ambient or background noise level in most neighborhoods is approximately 35 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:

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

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

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

TRASH, WEED & SNOW REMOVAL ORDINANCES:

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

Revised Sept 06

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

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

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

**ADDENDUM E
DAMAGE REPORT CHECKLIST**

TENANTS: _____

LANDLORD: _____

	<u>Excel't</u>	<u>Very Good</u>	<u>Good</u>	<u>Only Fair</u>	<u>Poor</u>	<u>NA</u>	<u>COMMENTS</u>
<u>LIVING ROOM</u>							
Walls	1	2	3	4	5	6	_____
Woodwork.....	1	2	3	4	5	6	_____
Floors	1	2	3	4	5	6	_____
Window Glass	1	2	3	4	5	6	_____
Window Screens ..	1	2	3	4	5	6	_____
Window Covers ...	1	2	3	4	5	6	_____
Light Fixtures.....	1	2	3	4	5	6	_____
<u>KITCHEN</u>							
Walls	1	2	3	4	5	6	_____
Woodwork.....	1	2	3	4	5	6	_____
Floors	1	2	3	4	5	6	_____
Window Glass	1	2	3	4	5	6	_____
Window Screens ..	1	2	3	4	5	6	_____
Window Covers ...	1	2	3	4	5	6	_____
Light Fixtures.....	1	2	3	4	5	6	_____
Stove	1	2	3	4	5	6	_____
Refrigerator	1	2	3	4	5	6	_____
Sink	1	2	3	4	5	6	_____
Disposal.....	1	2	3	4	5	6	_____
Fan.....	1	2	3	4	5	6	_____
Cupboards	1	2	3	4	5	6	_____
Dishwasher.....	1	2	3	4	5	6	_____
<u>DINING ROOM/AREA</u>							
Walls	1	2	3	4	5	6	_____
Woodwork.....	1	2	3	4	5	6	_____
Floors	1	2	3	4	5	6	_____
Window Glass	1	2	3	4	5	6	_____
Window Screens ..	1	2	3	4	5	6	_____
Window Covers ...	1	2	3	4	5	6	_____
Light Fixtures.....	1	2	3	4	5	6	_____
<u>BEDROOM #1</u>							
Walls	1	2	3	4	5	6	_____
Woodwork.....	1	2	3	4	5	6	_____
Floors	1	2	3	4	5	6	_____
Window Glass	1	2	3	4	5	6	_____
Window Screens ..	1	2	3	4	5	6	_____
Window Covers ...	1	2	3	4	5	6	_____
Light Fixtures.....	1	2	3	4	5	6	_____
Closets.....	1	2	3	4	5	6	_____

	<u>Excel't</u>	<u>Very Good</u>	<u>Good</u>	<u>Only Fair</u>	<u>Poor</u>	<u>NA</u>	<u>COMMENTS</u>
<u>BEDROOM #2</u>							
Walls	1	2	3	4	5	6	_____
Woodwork.....	1	2	3	4	5	6	_____
Floors	1	2	3	4	5	6	_____
Window Glass	1	2	3	4	5	6	_____
Window Screens ..	1	2	3	4	5	6	_____
Window Covers ...	1	2	3	4	5	6	_____
Light Fixtures.....	1	2	3	4	5	6	_____
Closets.....	1	2	3	4	5	6	_____
<u>BEDROOM #3</u>							
Walls	1	2	3	4	5	6	_____
Woodwork.....	1	2	3	4	5	6	_____
Floors	1	2	3	4	5	6	_____
Window Glass	1	2	3	4	5	6	_____
Window Screens ..	1	2	3	4	5	6	_____
Window Covers ...	1	2	3	4	5	6	_____
Light Fixtures.....	1	2	3	4	5	6	_____
Closets.....	1	2	3	4	5	6	_____
<u>BATHROOM #1</u>							
Walls	1	2	3	4	5	6	_____
Woodwork.....	1	2	3	4	5	6	_____
Floors	1	2	3	4	5	6	_____
Window Glass	1	2	3	4	5	6	_____
Window Screens ..	1	2	3	4	5	6	_____
Window Covers ...	1	2	3	4	5	6	_____
Light Fixtures.....	1	2	3	4	5	6	_____
Sink	1	2	3	4	5	6	_____
Tiles.....	1	2	3	4	5	6	_____
Mirror.....	1	2	3	4	5	6	_____
Tub/Shower.....	1	2	3	4	5	6	_____
Toilet.....	1	2	3	4	5	6	_____
Fan.....	1	2	3	4	5	6	_____
Closet	1	2	3	4	5	6	_____
<u>BATHROOM #2</u>							
Walls	1	2	3	4	5	6	_____
Woodwork.....	1	2	3	4	5	6	_____
Floors	1	2	3	4	5	6	_____
Window Glass	1	2	3	4	5	6	_____
Window Screens ..	1	2	3	4	5	6	_____
Window Covers ...	1	2	3	4	5	6	_____
Light Fixtures.....	1	2	3	4	5	6	_____
Sink	1	2	3	4	5	6	_____
Tiles.....	1	2	3	4	5	6	_____
Mirror.....	1	2	3	4	5	6	_____
Tub/Shower.....	1	2	3	4	5	6	_____
Toilet.....	1	2	3	4	5	6	_____
Fan.....	1	2	3	4	5	6	_____
Closet	1	2	3	4	5	6	_____

	<u>Excel't</u>	<u>Very Good</u>	<u>Good</u>	<u>Only Fair</u>	<u>Poor</u>	<u>NA</u>	<u>COMMENTS</u>
<u>HALLWAY</u>							
Walls	1	2	3	4	5	6	_____
Woodwork.....	1	2	3	4	5	6	_____
Floors	1	2	3	4	5	6	_____
Window Glass.....	1	2	3	4	5	6	_____
Window Screens ..	1	2	3	4	5	6	_____
Window Covers ...	1	2	3	4	5	6	_____
Light Fixtures.....	1	2	3	4	5	6	_____
Closet	1	2	3	4	5	6	_____
<u>GENERAL</u>							
Heater.....	1	2	3	4	5	6	_____
Hot Water.....	1	2	3	4	5	6	_____
Front Door.....	1	2	3	4	5	6	_____
Rear Door.....	1	2	3	4	5	6	_____
Garage.....	1	2	3	4	5	6	_____
Closets.....	1	2	3	4	5	6	_____
Fireplace.....	1	2	3	4	5	6	_____

The undersigned agree(s) that the above accurately reflects the condition of the leased premises as of today's date.

Tenant

Date

Tenant

Date

Tenant

Date

Landlord

By: _____

Date

