

Lease Summary		
Address: -	Equal Monthly Rent: - Equal Monthly Utility Escrow: - Equal Total Due Monthly: -	Occupancy Term Begin Date: Aug TBD 2026 4:00 p.m. Prorated Move-in Rent: - (due Aug TBD 2026)
Security Deposit: - 2025 Security Deposit Interest Rate: 2.08% Security Deposit Return Date: 60 days post lease	Mail monthly payment to: Flatirons Housing P.O. Box 18923 Boulder, CO 80308 Online payments can be made using Venmo, AppleCash, PopMoney, Zelle	Occupancy Term End Date: Aug TBD 2027 10:00 a.m. Prorated Move-out Rent: - (due 8/1/2027)

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

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

### LEAD-BASED PAINT DISCLOSURE (Rentals)

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

**Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty up to \$10,000 (plus adjustment for inflation) for each violation.**

#### Disclosure for Target Housing Rentals and Leases Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

##### Lead Warning Statement

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

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

- 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.
- 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):
- 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

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

End of LP46-9-12. LEAD-BASED PAINT DISCLOSURE (RENTALS)

## Colorado Radon Disclosure - Rental Properties

**RADON WARNING STATEMENT:** THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT STRONGLY RECOMMENDS THAT ALL TENANTS HAVE AN INDOOR RADON TEST PERFORMED BEFORE LEASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.

RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER. RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. A LANDLORD IS REQUIRED TO PROVIDE THE TENANT WITH ANY KNOWN INFORMATION ON RADON TEST RESULTS OF THE RESIDENTIAL REAL PROPERTY.

### Landlord's Disclosure:

Presence of radon (*check only one box*)

- ☒ 1. Landlord has no knowledge of a radon test(s) having been conducted on the residential real property in the housing.
- ☐ 2. Landlord knows that a radon test(s) having been conducted on the residential real property in the housing. *If this box is checked, A, B, and C below must be completed.*
- A. The most current records and reports pertaining to the radon concentrations within the residential real property are located (*describe location of records*): \_\_\_\_\_.
- B. The radon concentrations detected, and mitigation or remediation performed, if any: \_\_\_\_\_.
- C. The following mitigation system is installed in the residential (*describe, if applicable, and attach documentation regarding the system*): \_\_\_\_\_.

### Radon Brochure

Landlord has attached a copy of the most recent brochure published by the Department of Public Health and Environment in accordance with C.R.S. § 25-11-114(2)(a) that provides advice about radon in real estate transactions. Prospective Tenant(s) Email Address(es): see Rental Applications

### Prospective Lessee's (Tenant's) Acknowledgment (Initial):

If Box 2 above is checked, Prospective Tenant has received copies of all information listed above. \_\_\_\_\_ (Landlord initial)  
Tenant has received the radon brochure (initial). \_\_\_\_\_

ACCURACY CERTIFICATIONS and TENANT'S ACKNOWLEDGMENT. Landlord and any agent named below certify that to the best of their knowledge the above information and statements made or provided by them, respectively, are true and accurate. The person who signs for the Landlord may be (1) the owner; (2) an employee, officer or partner of the owner; or (3) a representative of the owner's management company, real estate agent or locator service, if such person is authorized to sign for the Landlord. The person who signs for the Landlord may be: (1) the Landlord; or (2) an employee, officer or partner of the agent if such person is authorized to sign for the Landlord.

**Landlord Acknowledgement**

**Date**

**Time**

X \_\_\_\_\_ at \_\_\_\_\_ : \_\_\_\_\_  
Catherine Lee / Flatirons Housing

The prospective Tenants signing below acknowledge that they have gone through the Lead-Based Paint Disclosure and received a copy of this Radon Disclosure and Radon Brochure before becoming obligated to sign the Lease.

Tenant Acknowledgement

Date

Time

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

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

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

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

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

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

## **Boulder Area Rental Housing Association Lease (Revised August 2025)**

This Boulder Area Rental Housing Association (BARHA) Lease (this "Lease") utilizes the following defined terms throughout:

**Landlord:**       **Flatirons Housing / Catherine Lee**  
                      **P.O. Box 18923**  
                      **Boulder, CO 80308**  
                      **Phone: 303-818-1917**

**Tenant:**               \_\_\_\_\_ - \_\_\_\_\_

**Tenant:**               \_\_\_\_\_ - \_\_\_\_\_

**Tenant:**               \_\_\_\_\_ - \_\_\_\_\_

**Tenant:**               \_\_\_\_\_ - \_\_\_\_\_

**Tenant:**               \_\_\_\_\_ - \_\_\_\_\_

**Additional Tenant(s):** \_\_\_\_\_

**Guarantor:**               **Parental Guarantee required for all undergraduates**

(If Tenant is dependent upon parents or another party (i.e., guardian, trust fund, etc.) for rent payments, a Parental Guarantee is required by Landlord from the responsible party, who is guaranteeing Tenants' performance of the lease.)

<b>Monthly Rent:</b>	_____ - _____
<b>Equal Monthly Rent:</b>	_____ - _____
<b>Total Due Monthly/Person:</b>	_____ - _____
<b>August Move-in Prorated Rent:</b>	_____ - _____
<b>August Move-out Prorated Rent:</b>	_____ - _____
<b>Security Deposit:</b>	_____ - _____
<b>Late Charge:</b>	_____ \$ 50.00
<b>Returned Check Charge:</b>	_____ \$ 50.00
<b>Tenants' Primary Language:</b>	_____ English

**Rental Property:** \_\_\_\_\_, Apartment No. -, **Boulder, Colorado,**

**Lease Term:** The initial term of the Lease begins on Aug TBD 2026 at 4:00pm and ends on Aug TBD 2027 at 10:00am. This lease is set to expire on the date certain, unless the month-to-month box is checked in paragraph 7. Pursuant to C.R.S. § 38-12-1302, if the Lease term is less than twelve (12) months, Part 13 of Title 38 Article 12 Colorado Revised Statutes does not apply.

The Rental Property will be: **X** unfurnished; or \_\_\_\_\_ furnished (check one).

**1. RENT.** Tenant shall pay Monthly Rent in advance and without demand and without setoff on or before the **FIRST** day of each month (due date) with no grace period and is late if not paid by the due date. Landlord may, at Landlord's option, require at any time that Tenant pay all rent and other sums in certified or cashier's check, money order, or one monthly check, rather than multiple checks. Cash is not acceptable without Landlord's prior written permission. Prorated rent to the first of the next month is -. If Tenant does not timely pay the full Monthly Rent or other charges due under this Lease, Landlord may utilize all remedies under this Lease, including the termination of Tenant's right to possess the Rental Property. If Landlord has not received the monthly rent and any other sums due (except for late fees) from Tenant for any given month within seven (7) calendar days of it being due, Tenant shall pay a late fee of **\$50.00** (if no amount is filled in, the late fee is fifty dollars (\$50.00) or five-percent (5%) of the monthly rent, whichever is greater). Tenant shall pay the Returned Check Charge for each returned check, plus Late Charge from the date due until Landlord receives acceptable payment. Tenant may not withhold or offset rent for any reason. Unless specifically stated in this Lease, any charges, fees, or amounts (collectively "amounts") other than rent due under this Lease are due and payable on the same day as rent. Landlord may change when amounts other than rent are due by providing Tenant written notice that such amounts are payable on a different date. Landlord shall apply all monies received from Tenant in the following order: (1) rent, (2) other charges and fees due from Tenant.

**2. USE AND OCCUPANCY.** Tenant agrees to rent the Premises, for use as a private residence only. The Rental Property will be occupied only by Tenant and Occupants. No one else may occupy the Rental Property 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 and the consent to a background check. A person shall be considered to be occupying the Rental Property if the person reasonably appears to be using the Rental Property as a place to live. Indications of occupancy shall include, but not be limited to: coming and going to the Rental Property with the use of a key, providing any third-party (including the police) with the address of the Rental Property as that person's residential address, receiving mail at the Rental Property, keeping clothes or personal effects at the Rental Property, commonly being present in the Rental Property or common areas of the community, or commonly parking the person's vehicle for extended periods of time or overnight. A person may establish unauthorized occupancy of the Rental Property, and thereby create a violation of this Lease, even if that person owns or leases other residential property. Tenant is responsible for the conduct of any and all Occupants and guests. Any person in the common areas coming to or from the Rental Property shall be Tenant's guest. 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 or any rules, or disturbing other Tenants, neighbors, visitors, or Landlord representatives. Landlord may also exclude from any common area a person who refuses to show photo identification or refuses to identify himself or herself as a Tenant or as a guest of a specific Tenant in the community. Any misrepresentation of fact by Tenant in the rental application shall be a violation of this Lease and entitle Landlord to terminate Tenant's right to possess the Rental Property. Tenant may not utilize the premises for any short term rental activity, such as AirBNB, VRBO, or any similar service.

**3. SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall deposit with Landlord the Security Deposit against the breach of any of Tenant's obligations contained herein, including without limitation: damage to the building of which the Rental Property is a part, common areas and buildings owned by Landlord and surrounding or adjacent to the building which the Rental Property is a part, furniture, fixtures, appliances, and flooring; abandonment of the Rental Property; nonpayment of rent, late charges, insufficient check charges, attorneys' fees, and any other sum owed Landlord by Tenant. Landlord shall have the right to apply such portion(s) of the Deposit reasonably necessary to remedy any default(s) by Tenant in the payment of rent, late fees or any other sum, or to repair any damage to the Premises or to Landlord's property caused by Tenant and Tenant shall replenish the portion(s) of the Deposit applied towards Resident's default(s) within ten (10) days of written notice from Landlord. Failure of Tenant to replenish the Security Deposit with ten (10) days shall constitute a breach of the Lease and shall be grounds for eviction. The Security Deposit or other like amounts received by Landlord from Tenant pursuant to this Lease will be held and disbursed subject to the terms of this Lease and law. Within sixty (60) days after surrender and acceptance of the Rental Property, Landlord shall provide Tenant, at Tenant's last known address, with a written statement listing the reasons for any charges against the Security Deposit, and refund the balance of the Security Deposit (if any) therewith. The Security Deposit shall be returned to Tenant 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 Tenant; 2) The Rental Property shall have been left in the same condition as when Tenant moved in, undamaged except for ordinary wear and tear. Tenant acknowledges and agrees that in no event shall said Security Deposit be applied by Tenant for any rent or charge due hereunder without the Landlord's prior written approval.

Landlord will pay Tenant interest on the Security Deposit received in 2026 at 2.08% and Security Deposit received later to be paid at the rate set by the City of Boulder for the following year, for the period the Landlord holds the Security Deposit.

**4. UTILITIES.** Utilities may be used only for normal household purposes and must not be wasted. Landlord does not warrant that utility services will be uninterrupted during the term of this Lease. Landlord may allocate shared utility charges between the various Rental Properties using a formula based on number of tenants, sub-metering, comparative square footage, number of bedrooms, or number of bathrooms, at the choice of Landlord and Landlord shall be free to change the method of allocation during the term of this Lease.

**UTILITY ESCROW:** In addition to the rent, tenants will make a monthly payment of

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per person per month toward the utility escrow account, which will be used to pay water/sewer, gas/electric, and trash/recycle/compost for the above premises. If the escrow account goes into deficit, Landlord may raise the amount to be paid with 30 days written notice. Utilities escrow does not include special charges for extra trash and it does not include rate increases from the utilities' companies. If actual charges for utilities are in excess of this amount then Tenant will be responsible for excess and may be taken out of the Security Deposit. Landlord shall not be liable for failure to furnish utility or service when the cause of such failure is beyond the landlord's control.

**5. KEYS.** At delivery of possession of the Rental Property, Landlord shall provide Tenant   5   apartment or house key(s) OR a door code for a digital lock,   0   mailbox key(s),   0   garage door openers, and   5   other key(s) for   room keys  . Any Tenant or Occupant who has permanently moved out according to a remaining Tenant's affidavit is (at Landlord's option) no

longer entitled to occupancy or keys. Landlord may (but shall not be obligated to) at any time, including following the death of Tenant, deliver copies of any and all keys to any person designated by Tenant as the Emergency Contact in the application or other writing provided by Tenant to Landlord. Tenant is expected to return keys to Landlord upon move out.

**6. DELAY OF AVAILABILITY.** Landlord shall not be liable to Tenant for any delay in providing possession of the Rental Property. The Lease will remain in force; however, Monthly Rent shall be waived on a prorated daily basis during delay. If the delay is longer than seven (7) days, Tenant shall have the right to terminate this Lease. The termination notice must be in writing. After termination, Tenant is entitled only to a refund of the deposit(s) and any rent paid. Monthly Rent abatement or Lease termination does not apply if delay is for cleaning or repairs that do not prevent Tenant from occupying the Rental Property.

**7. TERMINATION NOTICE AND HOLDOVER.** Per Flatirons Housing, Lease is fixed term and no notice to terminate is necessary. If Tenant desires to ensure that he/she can retain the premises after the expiration of the above term, the Tenant must notify Landlord and negotiate a new lease. Otherwise, Landlord will assume that the premises are available to be leased to others. Tenant shall deliver possession of the Rental Property at the expiration or termination of the Lease. Acceptance of Rent after the expiration of this Lease shall not be considered a renewal or extension of the lease term. Tenant agrees to pay Landlord \$300.00 per day as additional rent if Tenant remains in the Rental Property after 10:00 AM on the termination date of the Lease without Landlord's written consent. Additionally, Tenant will be considered a Tenant at Sufferance and Landlord may immediately proceed an action to retake possession of the Rental Property. In the event Tenant holds over beyond the expiration date of this Lease without the written consent of Landlord, this Lease shall not be deemed renewed. In addition to the additional rent due above, Tenant shall also be liable for any other losses suffered by Agent, Landlord or any person or persons waiting for Tenant to vacate in order to take possession of the Rental Property under a new lease, including but not limited to storage expenses and alternative lodging.

**8. STATUTORY RIGHT TO CURE.** Pursuant to Colorado law, Tenant has the right to pay all amounts due prior to a court entering a judgment for possession if Tenant is being evicted for non-payment of rent. If Tenant exercises Tenant's statutory right to pay, Landlord only has to accept Tenant's payment if Tenant fully pays all amounts due according to eviction notice, as well as any rent that remains due under this Agreement. If Tenant exercises Tenant's right to pay, Tenant agrees to pay in certified funds.

**9. DAMAGES FOR BREAKING LEASE.** Tenant shall repay any Lease concessions and shall be liable to Landlord for a lease break fee if for any reason prior to the end of the Lease Term, any extension, or renewal, Tenant vacates the Rental Property for any reason without fully performing all Lease covenants including Tenant's covenant to pay all rent due under the Lease (hereinafter "Lease Break Event") for any term, extension, or renewal other than a term for month-to-month.

In the event of a sole Tenant's death, Landlord may take possession of the apartment and dispose of all property without court order if a personal representative surrenders the apartment to Landlord, or if 30 days have passed and either rent remains unpaid or substantially all of the tenant's property has been removed. No early termination charges and repayment of concessions will apply in the event of a sole Tenant's death; however, Landlord may retain a portion of the security deposit only for actual property damage directly resulting from the tenant's death beyond ordinary wear and tear.

Regardless of anything to the contrary in this Agreement, upon a Tenant's death, the Tenant agrees to pay damages in accordance with this section. A deceased Tenant is liable for all rent that was past due at the time of death. Liability for future rent is determined by when the unit is vacated after notice, or by operation of law. A deceased Tenant's liability for future rent is limited to ten (10) business days if notice of death is given to Landlord and the unit is vacated within ten (10) business days of that notice. If the unit is not vacated and notice is not given, the deceased Tenant shall not be liable for more than thirty (30) days of future rent after the date of death. For any period, Landlord will not claim both past due rent and future rent. Landlord may retain the security deposit or any associated damage deposit sufficient to cover costs related to damage caused by the death of a Tenant and for other physical damage beyond ordinary wear and tear.

Check one, if neither A or B is checked, future rent paragraph A applies. If both boxes are checked, future rent paragraph A applies.

A. X **FUTURE RENT:** Termination of possession rights or subsequent reletting does not release Tenant from liability for future rent. However, Landlord will apply proceeds of successful reletting to Tenant's obligations for continuing Monthly Rent. After giving notice to vacate or filing an eviction suit, Landlord may still accept rent or other sums due; the filing, or acceptance does not waive or diminish Landlord's right of eviction or any other contractual or statutory right. Accepting money at any time does not waive Landlord's right to damages, past or future rent, or other sums. All Monthly Rent for the rest of the Lease term

or renewal period shall be accelerated automatically without notice or demand and will be immediately due and delinquent if Tenant's possession rights are terminated or Tenant abandons the Rental Property.

Tenants Must Initial if Selected: \_\_\_\_\_

B.        **LIQUIDATED:** Upon the occurrence of a Lease Break Event, Tenant shall pay Landlord a lease break fee in the amount of \$ \_\_\_\_\_ as well as pay, repay, or refund any Lease concessions and move in discounts in the total amount set forth in the Lease or Lease Concession Addendum. Tenant shall pay and otherwise be liable to Landlord for the lease break fee plus the repayment of any Lease concession and move-in discounts upon the occurrence of a Lease Break Event regardless of the circumstances which Tenant vacates including but not limited to voluntary surrender, at the request of Landlord as the result of Tenant's default under the Lease, as the result of an eviction or forcible detainer proceeding or otherwise. Tenant agrees that the lease break fee is a liquidated damage amount agreed to by Tenant in consideration of, among other things, Landlord's waiver to seek from Tenant future rent for the entire amount of any uncompleted rental term (except rent due during the notice to vacate period), plus re-letting related fees, costs, and expenses in the event of Tenant's default. If a Lease Break Event occurs, Tenant and Landlord intend and agree to fix and liquidate Tenant's liability for future rent and re-letting damages. For the reasons stated and because the re-renting of the Rental Property after Tenant breaks this Lease cannot be determined with any certainty, Tenant agrees that the lease break fee agreed to be paid by Tenant upon the occurrence of a Lease Break Event represents a fair amount and method to allocate the numerous risks and liabilities regarding future rent and re-letting damages between Tenant and Landlord. Tenant agrees the lease break fee only relieves Tenant from liability for the future payment of Monthly Rent and re-letting related costs and expenses. Tenant's agreement to pay the lease break fee and repay any Lease concessions and move-in discounts, or Tenant's actual payment of the lease break fee and repayment of any Lease concessions and move-in discounts shall not under any circumstances release Tenant for any liability to Landlord under this Lease for any other charges or amounts due under the Lease, including but not limited to unpaid utilities, cleaning charges, or any physical damages to the Rental Property, and Tenant shall at all times remain liable for said amounts or any other breaches of the Lease. Landlord shall retain all remedies for Tenant's breaches and other non-compliance with the Lease. Tenant shall not be released from liability on this Lease for any reason whatsoever unless specifically released by Landlord in writing, including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, divorce, loss of coresidents, bad health, problems with other tenants, or any reasons, unless otherwise provided in this agreement or mandated by law.

Tenants Must Initial if Selected: \_\_\_\_\_

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

**11. PERSONAL PROPERTY AND INSURANCE.** LANDLORD DOES NOT WARRANT, REPRESENT OR GUARANTEE THE SAFETY OF TENANT, OCCUPANTS OR GUEST'S PERSONAL PROPERTY. TENANT HEREBY RELEASES LANDLORD FROM ANY AND ALL CLAIMS FOR DAMAGE OR LOSS TO TENANT'S PERSONAL PROPERTY AND SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS, INCLUDING LANDLORD'S ATTORNEY FEES AND COSTS, FROM ANY CLAIMS ASSOCIATED WITH TENANT'S PERSONAL PROPERTY REGARDLESS OF BY WHOM SUCH CLAIMS ARE BROUGHT, INCLUDING TENANT'S INSURER. LANDLORD ADVISES TENANT TO OBTAIN INSURANCE FOR LOSSES DUE TO THEFT, FIRE, SMOKE, WATER DAMAGE, AND THE LIKE. LANDLORD ADVISES TENANT TO ALSO OBTAIN ALTERNATIVE LIVING ACCOMMODATION RENTER'S INSURANCE COVERAGE. LANDLORD'S INSURANCE POLICIES PROVIDE NO COVERAGE FOR TENANT'S PROPERTY, INCLUDING TENANT'S AUTOMOBILE. **TENANT HEREBY AUTHORIZES LANDLORD TO ACCEPT PACKAGES ON BEHALF OF TENANT OR OCCUPANTS AND RELEASES LANDLORD FROM ANY CLAIM OR LIABILITY ASSOCIATED WITH THE LOSS, DISTRUCTION OR THEFT OF SUCH PACKAGES.**

If this box is checked        LANDLORD REQUIRES TENANT TO OBTAIN RENTER'S INSURANCE AND THAT LANDLORD BE IDENTIFIED AS A PARTY OF INTEREST. Proof of Renter's insurance must be provided within 5 days of accepting possession of the property.

If this box is checked   X   LANDLORD DOES NOT require Tenant to obtain Renter's Insurance, but *strongly encourages* Tenant to obtain Renter's Insurance.

**12. LIABILITY.** Tenant, Tenant's family, occupants, guests, invitees, or any person entering on or about the Premises due to Tenant (hereinafter collectively "Tenant") assume any risk(s) whatsoever of damage or injury, whether to person or property,

loss, or destruction of property, in connection with Tenant's occupancy of the Premises or in association with Tenant's use of the Premises (hereinafter "Risks"). Such risks include but are not limited to damage or injury caused by third parties, fire, smoke, water, water leaks, ice, snow, lightning, explosions, mold, infestation, theft, vandalism, weather or natural elements, interruption of heating/cooling, utilities, and plumbing systems. Landlord has no duty to remove any ice, sleet, or snow. Tenant agrees that all property kept in the Premises shall be at the risk of the Tenant. To the greatest extent permitted by law, Landlord shall not be liable to Tenant, even for negligent acts or omissions of Landlord or Landlord's representatives, for any damage or injury, whether to person or property, loss, or destruction to Tenant's property, including but not limited to, any damage or injury, whether to person or property, loss, or destruction of property sustained by Tenant from any cause, including but not limited to, the causes and risks set forth herein. To the greatest extent permitted by law, Tenant agrees to hold Landlord harmless and to indemnify Landlord against and from any lawsuit, loss, cost, expense, damage, or claim including attorneys' fees and costs resulting from any injury, whether to property or to person, whether to Tenant, Tenant's family, occupants, guests, invitees, or any person entering the Premises, unless prohibited by law. Tenant waives any insurance subrogation rights or claims against Landlord or Landlord's agents, and their insurers. No employee, Landlord, or management company is personally liable for any of Landlord's contractual, statutory, or other obligations merely by virtue of acting on behalf of Landlord. All provisions regarding Landlord's non or no-liability and no-duty apply to Landlord's employees, Landlords, and management companies.

**13. MULTIPLE TENANTS OR OCCUPANTS.** Each Tenant is jointly and severally liable for all Lease obligations. If Tenant or any guest or Occupant violates the Lease or rules, all Tenants are considered to have violated the Lease. Landlord's requests and notices (including sale notices) to any Tenant constitute notice to all Tenants and Occupants. Notices and requests from any Tenant or Occupant (including notices of Lease termination, repair requests, and entry permissions) constitute notice from all Tenants. In eviction suits, any one of multiple Tenants is considered the agent of all other Tenants in the Rental Property for service of process. Security deposit refunds may be by one check jointly payable to all Tenants; the check and any deduction itemizations may be mailed to the last known address of any one Tenant only.

**14. COMMUNITY POLICIES OR RULES.** Tenant and all guests and Occupants must comply with this Lease, written Rental Property rules and community policies, including instructions for care of the property, declarations of covenants, and homeowner association by-laws and rules. Landlord's rules are a part of this Lease. Landlord may make reasonable changes to written rules, effective immediately, upon posting at the Rental Property.

**15. CONDUCT.** The Rental Property and other areas reserved for Tenant's private use must be kept clean and sanitary. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed and may be used only for entry or exit. If applicable, swimming pools, saunas, hot tubs, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with rules and posted signs. Glass containers are prohibited in or near pools and other common areas. Landlord may regulate: (1) the use of patios, balconies, and porches, including the prohibition of the storage or use of furniture, barbeque grills and flammable substances; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. LANDLORD DOES NOT REPRESENT OR WARRANT THE BEHAVIOR OF ANY THIRD-PARTIES, INCLUDING OTHER TENANTS, OCCUPANTS AND GUESTS OF THE COMMUNITY. Tenant and all Occupants or guests may not engage in the following prohibited activities: unreasonable disturbances of others or loud or obnoxious conduct, including unreasonable odors; disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the community, including unreasonably hostile communications with the Landlord or the Landlord's representatives, including unreasonably foul language; possessing, selling, or manufacturing illegal drugs or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by Colorado Law; discharging a firearm in the community; displaying or possessing a gun, knife, or other weapon; acts prohibited by statute, ordinance or rules and regulations of any government entity or homeowner association; conduct which results in the issuance of a nuisance letter or notification of violation from any governmental agency; soliciting business or contributions; using the Rental Property for other than residential use to include operating a business or childcare service; storing anything in closets having gas appliances; tampering with utilities; bringing hazardous materials into the community. To the extent Tenant, Occupants or guests are students at the University of Colorado, Landlord may notify the CU Office of Student Conduct of any behavior or lease violation which may represent a violation of the CU Student Conduct Code. Landlord may fully cooperate with any CU Office of Student Conduct action for assessment of probation, community service, suspension or expulsion. Use of flying drones at the property is prohibited. Landlord may also limit the installation of any cameras, including camera doorbells.

**16. CONDITION OF THE RENTAL PROPERTY AND ALTERATIONS.** Tenant accepts the Rental Property, fixtures, and furniture as is and disclaims all implied warranties. Within 48 hours after move-in, Tenant shall notify Landlord in writing of all defects or damage. Otherwise, everything will be considered to be in clean, safe, and good working condition. Tenant shall maintain and prevent the Rental Property 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 Rental Property is in violation of a code or ordinance and Tenant shall immediately restore the Rental Property



to a condition that complies with the code or ordinance if a violation is found. Tenant shall keep the Rental Property free from mold and shall immediately report the presence of mold or sources of moisture to Landlord.

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

#### **17. REQUESTS, REPAIRS, AND MALFUNCTIONS.**

**Every Tenant is entitled to safe and healthy housing under Colorado's warranty of habitability and a Landlord is prohibited by law from retaliating against a Tenant in any manner for reporting unsafe conditions in the Tenant's residential Premises, requesting repairs, or seeking to enjoy the Tenant's right to safe and healthy housing.**

#### **ALL NOTICES AND REQUEST FOR REPAIRS, INSTALLATIONS, OR SERVICES, OR SECURITY-RELATED MATTERS MUST BE GIVEN IN WRITING TO THE LANDLORD'S DESIGNATED REPRESENTATIVE**

(except in emergencies involving immediate danger to person or property, such as fire, gas, smoke, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress).

Tenant can mail or deliver written notice of an uninhabitable condition to the following address: **P.O. Box 18923, Boulder, CO 80308** or by email at the following email address: **flatironshousing@gmail.com**. In order for Landlord to process these matters more timely, electronic notification is preferred.

El inquilino puede enviar por correo o entregar un aviso escrito sobre una condición inhabitable a la siguiente dirección: **P.O. Box 18923, Boulder, CO 80308**, o por correo electrónico a: **flatironshousing@gmail.com**. Para que el propietario pueda procesar los asuntos más rápidamente, se prefiere la notificación electrónica.

Landlord's complying with or responding to any oral request does not waive the strict requirement for written notices under this Lease. Tenant 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 Rental Property if the work is done reasonably. 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, Tenant shall notify Landlord's representative immediately. If air conditioning or other equipment malfunctions, Tenant shall notify Landlord's representative as soon as possible on a business day. Landlord shall act with reasonable diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Some repairs may temporarily limit access to the premises. This is for the Tenant's safety and in such cases Tenant agrees that rent will not abate. If Landlord considers fire or catastrophic damage substantial, Landlord may terminate this Lease within a reasonable time by giving Tenant written notice. If the Lease is so terminated, Landlord shall refund prorated rent and all deposits, less deductions.

**18. CASUALTY, CONDEMNATION, OR EMINENT DOMAIN.** If the Premises or any part of the Premises is destroyed or damaged due to fire, explosion, by any other casualty, or for any other reason, or if the Premises or any part of the Premises become unsafe, hazardous, or uninhabitable as defined by applicable statutes, Landlord or Tenant in accordance with applicable law may either terminate this Lease or repair the Premises. If the damage or casualty event is due to Tenant's negligence or intentional conduct, the rent shall not abate or prorate, and Tenant shall be liable to Landlord for any amounts due under this Lease, plus all damage caused by such negligent or intentional conduct. Except as required by law, Landlord has no obligation to provide suitable substitute accommodations, nor is Landlord liable for any other expense, damage, or inconvenience suffered by Tenant. Tenant understands that this is the purpose of renter's insurance. For this reason, Landlord ☒ recommends ☐ requires Tenant to obtain alternative living accommodation renter's insurance coverage. If the whole or any part of the Premises is taken by governmental authority under eminent domain for any public or quasi-public use or purpose, then the Lease Term will terminate on the date when possession of the part so taken is required for such use or purpose. All damages awarded for such taking will belong to and are the property of Landlord.

**19. REIMBURSEMENT FOR REPAIRS.** Tenant shall promptly reimburse Landlord for all loss, damage, or cost of repairs or service in the Rental Property or to the exterior of the Rental Property 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, including, but not limited to any and all damages to windows, doors and screens. Tenant shall promptly reimburse Landlord for loss, damage, or cost of repairs or service caused

anywhere in the community by Tenant 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 Tenant is liable. Excessive damage to the premises by Tenant, members of Tenant's household, or guests shall be grounds for Landlord to evict Tenant. If repairs are required in order for the premises to be in compliance with the City of Boulder Housing Code, Landlord shall be responsible for making such repairs. If Tenant believes repairs are necessary, Tenant should contact Landlord in writing and request such repairs. Some repairs may temporarily limit access to the premises. This is for Tenant's safety and in such cases Tenant agrees that no rent reduction, adjustment or compensation will be made.

**20. MOLD.** Tenant shall keep all areas of the premises thoroughly clean and dry. Tenant shall inspect all areas to ascertain if there are any water leaks or signs of water damage. Tenant shall make every effort to ensure that water does not escape from shower or tub enclosures. Tenant shall immediately clean and dry any area where water or liquids of any kind have accumulated/spilled. Tenant shall keep all windows and doors closed during adverse weather or when the unit is unattended. Tenant shall notify Landlord immediately if there is any evidence of visible accumulation of mold-like substances on hard surfaces. Tenant shall clean the accumulated and surrounding areas with soap and or detergent and allow the area to dry. Within 24 hours of cleaning the area, Tenant shall apply according to labeled directions a disinfectant designed to kill mold-like substances. Tenant shall not maintain or permit any hydroponic growing in the Rental Property or any growing of marijuana. Except as stated in Section 17 herein, upon written notification by Tenant, Landlord shall within a reasonable time, repair water leaks, provided that such leaks are not caused by Tenant, Occupants or any guests. Upon written notification by Tenant, Landlord shall within a reasonable time, clean or apply biocides to visible mold or porous surfaces such as sheetrock and ceilings provided the visible mold was not caused by the misuse or neglect of Tenant, Occupants or guests. Landlord does not warrant or represent that the premises shall be free from mold. Tenant hereby indemnifies and holds Landlord harmless and releases Landlord from any and all claims or actions arising from Tenant's breach of this paragraph and all claims of consequential damages such as damages to Tenant's personal property or claims of adverse health conditions associated with exposure to mold.

**21. PETS.** No pets are allowed (even temporarily) anywhere in the Rental Property or community unless Landlord has authorized in writing, except for service animals of disabled persons. "Visiting" and unauthorized pets are in violation of this lease. Any visiting or unauthorized pet seen or reported to be on the property for any reason will be deemed as residing at the property and will subject Tenant to an additional monthly fee of \$250.00 for each pet, whether or not the pet is there for an entire month. Tenant will continue to be obligated for this monthly fee until Landlord is satisfied no pet resides at the property. If a pet has been in the Rental Property at any time during the term of occupancy (with or without Landlord's consent), Landlord may charge Tenant for defleaing or deodorizing to protect future Tenants from possible health hazards. Additionally, if Landlord or any agent witnesses pets on the premises that have not been authorized, the Tenant(s) may lose their deposit for the leased unit (all Tenants' deposits) at the discretion of the Landlord as liquid damages for breach of lease agreement.

\_\_\_\_\_ The following pets are permitted (describe breed, size, color, name of each animal):

Monthly fee: \$ \_\_\_\_\_

**22. SNOW REMOVAL.** \_\_\_\_\_ Tenant or **X** Landlord (check one) shall be responsible for snow removal in accordance with local ordinances.

**23. LAWN, EXTERIOR CARE, MODIFICATIONS.** The Rental Property **X** does \_\_\_\_\_ does not (check one) include private exterior areas. If the Rental Property does include private exterior areas, \_\_\_\_\_ Tenant or **X** Landlord (check one) shall be responsible for lawn mowing and lawn, tree and foliage care. If Tenant is responsible, lawn, tree, landscaping, foliage and grounds must be maintained in good and presentable condition, adequately watered and fertilized, free of trash and stored items as determined by the Landlord's reasonable discretion.

Tenants and guests are prohibited from installing or placing anything in or on the Premises including, but not limited to, recreational items in the yard or parking lot, or altering the interior or exterior of the Premises in any way that Landlord and Landlord's agent in their sole discretion, determines adversely impacts the property value, or could result in damage to property, or injury to people. Any such installation or alteration must be removed and the Premises restored after notice from the Landlord, Tenant agrees that the Landlord can perform such removal and restoration at the Tenant's expense.

**24. MOTOR VEHICLES.** Notwithstanding anything to the contrary, Tenant agrees that Landlord shall have the exclusive right and power to regulate and control any aspect of motor vehicles (includes cars, trucks, motorcycles, RVs, trailers, etc.) and parking at the Premises at any time. Landlord's right and power includes but is not limited to the right but not the obligation to assign or designate parking spaces. Motor vehicles include but are not limited to cars, trucks, motorcycles, RVs, trailers, etc. No recreational or commercial vehicles, trailers, boats, or campers shall be stored or parked on the Premises or the Property at any time without prior written consent of Landlord. Changing oil or performing mechanical repairs is prohibited. Any vehicle that in Landlord's reasonable determination is: unsightly, unsafe, unauthorized, prohibited, unlicensed, abandoned, improperly parked, illegally parked, wrongfully parked in a reserved or designated space or handicap space without proper authorization, parked in

fire lanes, impedes traffic, leaks, is inoperable, belongs to any Tenant or occupant that has surrendered or abandoned possession of the Premises, etc. is not permitted and may be booted or towed in accordance with state towing laws; towing may occur without notice in applicable circumstances. Motorcycles are to be parked only in driveway or on the street and are not permitted on the sidewalks, in landscaped areas, or in any building at any time. Tenant agrees that Tenant's use of any parking facility, area, or space is at Tenant's sole and exclusive risk. Landlord may, in accordance with state law, relocate any vehicle as necessary to complete repairs on the Property. To the fullest extent permitted by law, if Landlord tows any vehicle, Tenant shall be liable for and pay Landlord or any other person all costs and expenses incurred or associated with any towing, and Tenant agrees to hold Landlord harmless and indemnify Landlord if any towing of any vehicle of Tenant, occupant, or guest is required.

**25. BARBEQUE GRILLS.** Fire codes prohibit charcoal grills and other open flame cooking appliances on combustible balconies or within ten (10) feet of combustible construction such as wood balconies and wood product siding. Exceptions to this ban are single family dwellings including side-by-side townhomes and areas where the balcony is protected by the building's automatic fire sprinkler system. Electric grills and gas grills that are hard wired into the gas lines are permitted. Tenant shall comply with all fire codes.

**26. SATELLITE DISH.** Tenant may in some limited circumstances be allowed to install a satellite reception dish, subject to the following limitations and restrictions: only one dish or other reception device may be installed per level. The dish shall be no larger than 1 meter in diameter. The dish may be installed only within the Rental Property. The Rental Property includes private balconies, balcony railings, terraces, patios, yards and gardens. However, the Rental Property does not include any outside walls, roofs, windowsills or common balconies, railings, patios, yards or other common areas in the community. No part of the dish may extend beyond the outside balcony rail or patio line. Tenant shall remain fully and solely liable and responsible for the safety of the satellite dish and for any damage caused to persons or property associated with the satellite dish. Tenant hereby indemnifies and shall hold Landlord harmless from any and all claims based on damage to or injury by the dish. Any Tenant who installs a satellite dish must maintain a renter's property insurance policy, which includes general liability coverage. No dish may be installed in a fashion that will damage the Rental Property beyond ordinary wear and tear. No holes may be drilled in exterior surfaces, including walls, roofs, glass, balcony floors or railings. Any "Hook-UP" between interior and exterior equipment must be accomplished with flat cable capable of fitting below a door jam or by means of a device that allows the signal to pass through the exterior wall, door or glass without wiring. Interior holes must be fully repaired and painted to the exact match of the existing wall when Tenant vacates the Rental Property.

**27. TENANT SAFETY AND PROPERTY LOSS.** Tenant and all Occupants and guests must exercise due care for their own and others' safety and security, especially in the use of smoke and/or carbon monoxide detectors, dead bolt locks, keyless bolting devices, window latches, and other security devices. Tenant shall pay for and replace batteries in smoke and/or carbon monoxide detectors as needed. Tenant will be liable to Landlord and others for any loss or damage from fire, smoke, or water if that condition is contributed to by Tenant disconnecting or failing to replace smoke and/or carbon monoxide detector batteries, or by Tenant not reporting malfunctions. Landlord shall not be liable to any Tenant, guest, or Occupant for personal injury or damage or loss of personal property from fire, smoke, rain, flood, environmental problems, water leaks, hail, ice, snow, lightning, wind, explosions, and interruption of utilities, unless that injury or damage is caused by Landlord's negligence. Landlord shall have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless instructed otherwise, Tenant shall, for 24 hours a day during freezing weather - (1) keep the Rental Property heated to at least 63 degrees F; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. Tenant shall not leave appliances, other than furnaces or air conditioners, or water running unattended. Tenant shall be liable for damage to Landlord's and others' property if damage is caused by broken water pipes due to Tenant's violating these requirements. Tenant shall not treat any of Landlord's security measures as an express or implied warranty of security or as a guarantee against crime or of reduced risk of crime. Any security measure undertaken by Landlord shall be for the benefit of Landlord and for the exclusive purpose of protecting Landlord's property and shall not be relied upon by Tenant. Landlord shall not be liable to Tenant or any guests or Occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Landlord shall not be obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. Landlord shall not be responsible for obtaining criminal-history checks on any Tenants, Occupants, or guests in the community. If Tenant or any Occupant or guest is affected by a crime, Tenant shall make a written report for Landlord's representative and for the appropriate local law-enforcement agency. Tenant shall also furnish Landlord with the law-enforcement agency's incident report number upon request.

Victim Survivors may terminate this Lease Contract without penalty in accordance with the law. A Tenant that is a Victim Survivor may initiate a Lease Contract termination process by submitting written notice under C.R.S. § 38-12-402(2)(a).

**28. REGISTERED SEX OFFENDER LIST.** No person, including but not limited to Tenant or any Occupant, shall register the address of the Rental Property on any list of registered sex offenders or predators or similar compilation. Landlord does not warrant, represent nor guarantee whether other persons residing in or near the complex appear on any list of sex offenders and

shall not be obligated to monitor or disseminate any compilations of registered sex offenders or other criminals. If Tenant desires to obtain a copy of the list of convicted sex offenders in the area, Tenant must obtain a copy from the local police, sheriff or other public record.

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

**30. ASSIGNMENT AND SUBLETTING.** Assigning this Lease, replacing a Tenant or subletting is allowed only when Landlord consents in writing, which consent may be withheld in Landlord's sole and absolute discretion. If departing or remaining Tenants procure a replacement Tenant acceptable to Landlord before moving out and Landlord expressly consents to the replacement or subletting, then a reletting or administrative fee may be due; and Tenant will remain liable for all Lease obligations for the rest of the original Lease term.

**31. DEFAULT BY LANDLORD.** Landlord shall act with reasonable diligence to keep common areas reasonably clean; maintain fixtures, furniture, hot water, heating and A/C equipment, as applicable, and make all reasonable repairs, subject to Tenant's obligation to pay in advance for damages for which Tenant is responsible pursuant to this Lease.

**32. TERMINATION OF POSSESSION RIGHTS AND ACCELERATION.** In the event of a default under the terms of this Lease by Tenant, Landlord may end Tenant's right of occupancy by giving the notices required by Colorado Law.

CHECK IF APPLICABLE (OWNER MUST OWN 5 or LESS SINGLE-FAMILY RENTAL HOMES & LEASING A SINGLE-FAMILY HOME) \_\_\_\_ This is an exempt residential agreement as defined pursuant to C.R.S. §13-40-104(5)(b). The parties agree that a ten-day notice period required pursuant to C.R.S. §13-40-104 does not apply to this lease. If the landlord is providing a notice pursuant to C.R.S. §13-40-104(d), (e), and (e.5)(II), the landlord may provide a five-day notice.

If Tenant is a victim of domestic abuse, unlawful sexual behavior, or stalking as defined by C.R.S. § 38-12402 and § 13-40-104(4)(e), and Tenant is served with a written demand for rent under this Lease, Tenant may be eligible to request a payment plan for rent arrears. To initiate this process, Tenant must submit written notice and provide qualifying documentation under C.R.S. § 38-12-402(2)(a). If Landlord receives proper notice and documentation, and if a payment plan is authorized by law, Landlord will not proceed with eviction as long as Tenant complies with the agreed terms of the payment plan.

**33. ATTORNEY FEES AND OTHER REMEDIES.** In any disputed court action where the court resolves the dispute and determines the prevailing party, the court shall also award to the prevailing party its reasonable attorneys' fees and costs and the non-prevailing party shall be liable to the prevailing party for payment of any court awarded attorneys' fees and costs. If the Landlord has filed an eviction due to Tenant's Lease breach, including breaching for nonpayment of rent, regardless of the outcome or disposition by the Court, Tenant agrees upon request that the Court shall make a determination who the prevailing party was in any eviction and whether any attorneys' fees and court costs sought by any party are reasonable. If for any reason the Court does not make such determination in any eviction lawsuit between the parties, Tenant and Landlord agree that a court in any subsequent action between Tenant and Landlord shall make that determination. Tenant 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 Tenant to enforce this Agreement, arising from the Agreement, or in any way connected with the Agreement or Tenant's tenancy at the Premises, including but not limited to litigation concerning Tenant's security deposit. Tenant agrees to pay eighteen percent (18%) interest compounded annually on all unpaid rent, amounts, or damages owed by Tenant, except for late fees, from that date of Landlord's final accounting until such time Tenant pays all outstanding amounts. ☐ (check if applicable) **Cap on Attorney's Fees.** The attorneys' fees and costs awarded to the prevailing party shall not exceed \$2,500.00.

**34. CLEANING.** Tenant shall thoroughly clean the Rental Property, including doors, windows, screens, furniture, bathrooms, kitchen appliances, patios, balconies, and storage rooms at the time of move-out. Tenant shall follow Landlord's move-out cleaning instructions. If Tenant does not clean adequately, Tenant shall be liable for reasonable cleaning charges - including charges for cleaning floors, draperies, furniture, walls, windows, screens, etc.

**35. MOVE-OUT INSPECTION.** Tenant and Landlord may meet for a 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.

**36. OTHER CHARGES.** Tenant 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 Rental Property and is missing; replacing dead or missing smoke and/or carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove telephone or TV cable services or rental items; trips to open the Rental Property when Tenant 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 Tenant's violation of the Lease or law; late-payment and returned-check charges; or in any valid eviction proceeding against Tenant, plus attorney's fees, court costs, and filing fees actually paid; and other sums due. Charges for violating occupancy requirements can result in fines up to \$2,000 a day, plus jail. All costs incurred by owner and agent would be the responsibility of the Tenant.

**37. ABANDONMENT.** Tenant agrees that if Tenant abandons or surrenders the Rental Property 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 Tenant's sole risk and cost and without recourse by Tenant or any person claiming under Tenant against Landlord or Landlord's representatives. Tenant 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.

Pursuant to Colorado law, the premises are also abandoned upon the death of a sole Tenant if (1) the personal representative of Tenant's estate notifies Landlord in writing that the estate is surrendering possession of the premises and any remaining personal property; or (2) thirty days have passed since the death of the Tenant and (a) rent remains unpaid; or (b) substantially all of the Tenant's property has been removed.

**38. SMOKING AND MARIJUANA USE.** Landlord makes no representation or warranty that the Rental Property or any of the real property around or near the Rental Property has been or will be smoke free. Tenant may smell or otherwise experience smoke in the Rental Property or common areas during the term of the Lease. Tenant shall not allow others near the Rental Property to be disturbed or annoyed by smoking by Tenant, Occupants or any guest or invitee. Tenant shall not grow or manufacture any substance or material including, but not limited to marijuana. Upon lease termination and surrender of the Rental Property, Tenant shall be responsible for any and all cleaning, repairing, repainting and replacement necessary to correct smell or residue in and around the Rental Property. No amount of discoloration or smell from smoking or any other action shall be considered ordinary wear and tear. (Check those that apply):

  X   Smoking or vaping of all substances (specifically including marijuana, cigarettes, and/or e-cigarettes) in the Rental Property is prohibited.

  X   Smoking or vaping in the Rental Property is prohibited if it produces smoke or vapor that can be smelled or otherwise experienced outside the Rental Property.

  X   Smoking or vaping any substance which is prohibited by Federal Law, Colorado Law or both, including, but not limited to marijuana is prohibited in the Rental Property.

**39. JURY WAIVER.** Landlord and Tenant agree that any action or proceeding in which Landlord is seeking possession of the Premises from Tenant, a trial shall be heard by a court sitting without a jury.

**40. MODIFYING AND INTERPRETING THIS LEASE.** This Lease, the Rental Applications, and the Lease Parental Guarantees are the entire agreement. Neither Landlord nor any of Landlord's representatives have made any oral promises, representations, or agreements. Landlord's representatives (including management personnel, employees and agents) have no

authority to waive, amend, or terminate this Lease or any part of it, unless in writing. No action or omission of Landlord's representative will be considered a waiver of any subsequent violation, default, or time or place of performance. In filling out, processing, and completing this Lease some clerical, scrivener, human, computer and/or mathematical errors may occur. In the event of any such errors or mistake and regardless of who made the mistake, Tenant agrees to cooperate with Landlord to execute or re-execute any document necessary to correct any such mistake or error upon demand by Landlord. Invalidity of any one of the foregoing 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 Agreement which will remain in full force and effect. No provision, covenant, or promise contained in this Agreement shall be deemed invalid or unenforceable because such provision, covenant, or promise does not provide for or grant Landlord or Tenant equal or reciprocal rights.

**41. FAIR HOUSING.** Landlord is dedicated to honoring federal, state and local fair housing laws. Landlord will not discriminate against Tenant because of their race, color, religion, national origin, familial status, disability, sex, sexual orientation, gender identity, immigration/citizenship status, or military/veteran status. C.R.S. § 24-34-502(1) prohibits source of income discrimination and requires a non-exempt landlord to accept any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person, including income derived from any lawful profession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program.

**42. CITY OF BOULDER AND STATE OF COLORADO VIOLATIONS.** Tenant agrees to pay fines that may be levied by the City of Boulder and related costs and penalties for Tenant's failure to comply with city, state or federal laws. Related costs may include time Landlord spends (at a minimum of see FEE TABLE in ADDENDUM) related to Tenant's noncompliance with city ordinances and state laws. These ordinances and laws may include, but are not limited to, failure to maintain the cleanliness of the exterior of the premises, leaving trash containers at street side overnight, noise complaints, minors in possession of alcohol (MIP) violations and nuisance abatement violations.

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

**44. WAIVER.** Any waiver, by either party of any breach of any provision of this lease shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this lease.

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

**46. ELECTRONIC COMMUNICATIONS.** Tenant and Landlord expressly agree Landlord may, at Landlord's sole discretion, provide Tenant with copies of any and all documents including but not limited to leases, statements, invoices, inspection reports, pictures, postings, showing notices, inspection notices, maintenance notices, etc. via email or text or publish these documents to a location on the internet where Tenant has unlimited access during the term of the lease. Electronic delivery is accepted as legal service of notice. It is the Tenant's sole responsibility to inform the Landlord of any change of email address or phone number. Failure of Tenant to inform Landlord of a change of email address shall not negate service of notice via email or text when served to last known email address or phone number. Tenant elects to receive notices at the email address and phone number submitted on the Rental Application.

## ADDENDUM

### FEE TABLE

CLEANING	\$65.00 / hour minimum
PAINTING	\$65.00 / hour minimum
REPAIRS	\$75.00 / hour minimum
HAULING	\$65.00 / hour minimum FOR LABOR+ ACTUAL LANDFILL FEES
ORDINANCE NONCOMPLIANCE	\$75.00 / hour with a two (2) hour minimum
PAPER LEASE COPY	\$10.00 each
OPEN LOCKED DOOR FEE	\$50.00
REPLACEMENT KEY	\$35.00

SUBLEASE FEE	\$175.00 / each subtenant
LEASE ASSIGNMENT FEE	\$350.00 per lease assignment

1. Landlord reserves the right to sell the property during the term of the lease and the Tenant agrees to allow the showing of the property in accordance with lease agreement.
2. The premises are leased "AS IS". The Landlord will not update, remodel, or improve the property.
3. This lease terminates as stated in lease term provision with no notice required by either Landlord or Tenant.
4. In the event of a sublease, a flat fee per FEE TABLE for each subtenant will be assessed to cover costs incurred by Landlord, whether or not Landlord is informed of subleasing. In the event of a lease reassignment, a flat fee per FEE TABLE will be assessed. All subleases must be registered college students and consent given by remaining Tenant(s) if applicable.
5. Tenant and Landlord agree that any violation of this Addendum constitutes a material violation of the Lease, and Landlord may terminate Tenant's right to possession upon proper Notice to Quit, no right to cure. There is no requirement that Landlord allow Tenant to cure prior to serving Tenant with a Notice to Quit. Proof of the violation of this Addendum shall be by a preponderance of the evidence.
6. Tenant agrees that Flatirons Housing will provide scanned copies of the signed lease to each Tenant. Paper copies can be requested, cost as listed in FEE TABLE.
7. Tenant agrees that if they list Landlord as a reference for housing, that Landlord has the right to disclose rental history information.

### **RENTAL PROPERTY RULES AND COMMUNITY POLICIES**

In accordance with community policies or rules (Section 14 of Lease) the Tenant agrees to follow the rental property rules outlined below as part of this lease. If any of the aforementioned rules and policies appears to be in conflict with any provision of the main lease agreement, the Landlord retains the right to clarify and amend within three (3) days of written notification.

1. Tenants agree this is a non-smoking unit. If smoking or vaping is evidenced in the unit or burns are evidenced in the carpet, Landlord may charge for carpet replacement, wall and ceiling painting, and upholstery replacement in order to remove smoking and/or vaping odor and damage.
2. Tenants agree to follow the instructions for care of the property and move-out check list.
3. Upon reasonable notice from Landlord, Tenants agree to reasonably clean and pick-up interior of house for showing to prospective tenants. Tenants agree to pay Landlord for pick-up/cleaning required to meet reasonable expectations of cleanliness.
4. Only outdoor furniture is allowed in yard or porch areas. Furniture left in these areas may be removed by Landlord without notice, at Tenant's expense. Fees will be charged for removal of each upholstered and/or non-outdoor piece of furniture and no prior notice by Landlord is required. Tenants agree to remove sofas and upholstered furniture upon verbal or written request by Landlord.
5. Any carpets, wood floors, tile or other flooring must be professionally cleaned upon vacancy at the Tenants' expense. Landlord will contract for the cleaning and the fees (estimated at \$475.00) will be assessed against the security deposit. The final assessment may differ from this amount.
6. Tenants agree to pay any citations issued by City of Boulder for trash or noise violations. Landlord will pay any citations issued by City of Boulder for snow and weed violations.
7. Tenants agree to pay Landlord for cleaning and painting of rental premises upon vacancy to bring premises to similar condition as when Tenants initiated occupancy, excluding normal wear and tear.
8. Landlord shall be responsible for major appliance repair (if caused by normal wear and tear or mechanical failure). Tenant shall be responsible for garbage disposal repair if failure is due to overloading or improper use.

9. Tenants shall be responsible for replacing or repairing light bulbs, window dressings, windows and window screens.
10. Tenants agree to use brad nails, push pins or thumb tacks to hang pictures, posters and tapestries. Tenants are not allowed to drive any screws or their equivalent or use double-sided foam tape on walls, ceilings and woodwork. Holes in walls any larger than a brad nail push pin or thumb tack will be repaired at stated labor hour rate plus materials.
11. Tenants agree not to leave burning candles unattended. Tenants are discouraged from ever using burning candles, incense, etc.
12. Tenants agree not to place any additional locks upon any door of the building, change any locks or take off any doors without written permission of the Landlord.
13. No person is permitted on building roofs (this includes the garage roof).
14. Tenant, family, and guests shall have due regard for the peace, comfort, and enjoyment of other Tenants in the building; musical instruments, stereos, television sets, etc., shall be played during reasonable hours, and in accordance with the City of Boulder Noise Ordinance. Only private parties of reasonable size are allowed on the premises.
15. Tenant is responsible for testing and maintaining smoke and carbon monoxide detectors. If a detector chirps, Tenant is responsible for replacing the alarm's battery but do not dismantle it! Tenant shall notify Landlord of any detector missing or not operating properly.
16. The Landlord encourages all of our Tenants to recycle and compost. If recyclables or compost accumulate and create a nuisance, they may be removed by Landlord without notice at Tenant's expense.
17. Tenants are responsible for keeping the Western Disposal carts in the cart corral by the garage unless it is a pick-up day.
18. Damages by third parties or unknown persons are the responsibility of the Tenants. Any damage to the premises caused by Tenant, guests, or movers carrying articles in or out, or through halls and entrances, shall be paid for by Tenant.
19. Clogs: Landlord shall pay for clearing of drains due to natural causes such as tree roots or broken drain pipes. Tenants shall pay for clearing of drains due to manmade objects such as food, hair, toilet paper, feminine products, etc.
20. Keys: Tenants will receive all appropriate keys at move-in time. Tenants will be responsible to hire a professional locksmith to open any locked doors for lost keys, etc. At the Landlords' discretion, the key may be provided for opening the locked door. Replacement keys are charged as stated in FEE TABLE.
21. Any reports or claims of vandalism to the Rental Property must be made to the police department within twenty-four (24) hours of the incident. Tenant will be held responsible for any damage to the premises caused by acts of vandalism if the incident is not reported within the required time frame. Any incidents of vandalism reported to the Landlord that were reported to the police department within 24 hours will be investigated by the Landlord, and a determination will be made by the Landlord on a case by case basis as to who is responsible for the cost of the damage.
22. Prohibited items: Tenants are not allowed the following items without the Landlord's prior written consent. Should Tenants fail to remove prohibited items after three (3) days written notice via email is given, Tenants agree to pay Landlord for costs associated with the removal of the prohibited items as listed in FEE TABLE.
  - kegerators, outside refrigerators
  - swimming/ wading pools, water slides
  - pool tables, foosball tables, ping pong tables, beer pong tables (folding banquet-style tables)
  - aquariums larger than 20 gallons
  - trampolines
  - outside tires, kegs, mattresses
  - outside flags and banners other than U.S., Colorado, & CU flag
  - any items on roof and non-railed balcony areas such as chairs and chaise lounges
  - charcoal grills or hibachi grills, charcoal, lighter fluid or tiki torches
  - dart boards
  - fireworks



- amplified musical instruments
- horseshoe pits, washer pits, volleyball nets
- cinder blocks
- waterbeds

### PEST CONTROL ADDENDUM

1. If Tenant fails to report any pest infestation and/or problems with the Premises within seven (7) days of move-in, it shall be an acknowledgement by Resident that the Premises are acceptable, in good condition, and pest free.
2. To the extent the Rental Property has ever been infested by rodents and vermin, including, but not limited to, beetles, spiders, ants, roaches, bed bugs, mice, and rats (collectively "Pest"), Landlord believes that appropriate extermination response has been made to any infestation and that the Rental Property is not currently infested by Pests.
3. Tenant shall cooperate fully with and undertake all efforts and tasks required by Landlord or Landlord's pest control company employed to eradicate Pests. Tenant's full cooperation includes but is not limited to immediately reporting Pest infestation to the Landlord, making the Rental Property available for entry to complete Pest inspection and eradication treatment(s), completing all required pre-treatment activities, evacuating the Rental Property 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. In the event the Landlord reasonably determines that any of Tenant's personal property is infested with any Pest, Landlord may require that such personal property be permanently removed from the Rental Property upon ten (10) days written demand and may require that such personal property be sealed prior to removal in order to keep Pest from spreading to common areas or other residences in the complex.
4. Tenant may request reasonable extermination services at any time. All requests must be in writing. Landlord will notify Tenant in advance of each pest inspection, including providing a preparation sheet. Notification is presumed received if Landlord hands the notice and instructions directly to Tenant or if Landlord posts the notice and instructions to Tenant's unit or if Landlord emails notice to Tenant.
5. If Tenant promptly notifies Landlord and cooperates with Landlord and/or Landlord's pest control company and the unit is either re-infested or the initial treatment is ineffective, Landlord will promptly schedule re-inspection and re-treatment at no cost to Tenant. If Tenant is not fully prepared for the treatment, Tenant agrees to pay \$ \_\_\_\_\_. (If no amount is filled in, Tenant shall be billed for the actual cost of service.) If Tenant fails to cooperate fully with the treatment plan and the unit is either re-infested or the initial treatment is ineffective, Tenant 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.
6. Landlord, Landlord's employees, subcontractors, officers, or directors are not liable to Tenant for any damages caused by pests, including but not limited to, replacement of furniture, medications, or medical expenses. Landlord, Landlord's employees, subcontractors, officers, or directors are not responsible for any damage done to Tenant's unit or personal items during pest control inspections or treatments.
7. Tenant 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 Tenant under the lease. Tenant further acknowledges that Landlord does not guaranty or warranty a pest free environment. Tenant acknowledges and understands that Landlord's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on Tenant's voluntary compliance and cooperation.
8. Tenant acknowledges that **used** or **secondhand** furniture is the primary way that bed bugs and roaches are spread. Tenant agrees to carefully inspect any **used** or **secondhand** furniture, especially bedding, acquired by or purchased by Tenant that is brought into the Premises. Tenant agrees not to acquire or bring into the Premises any **used** or **secondhand** furniture removed from the garbage. Tenant acknowledges that sharing vacuum cleaners, etc. is another highly possible way to spread bed bugs and roaches. Tenant shall not share such items with other residents.
9. In case of any conflict between the provisions of the Lease and this Lease Addendum – Pest Control, the provisions of this Lease Addendum shall govern. This Lease Addendum is incorporated into the Lease executed or renewed between the Landlord and the Tenant.

### CITY OF BOULDER RENTAL LICENSE REQUIREMENTS ADDENDUM

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

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

1. An audit of your unit may be required. In addition, several other potential installations and/or services may be required to fulfill the city's requirements. Tenant agrees to cooperate to schedule and allow this energy conservation work to be done and further agrees to move any personal possessions requested in order to make areas accessible for the work and audits.
2. Tenant agrees that if any CFL bulbs are broken, the EPA clean-up guidelines found at <https://www.epa.gov/cfl/cleaning-broken-cfl> will be followed by Tenant.
3. Tenant and Landlord agree that any violation of this Addendum is a material violation of the Lease, and Landlord may give a demand for compliance or possession.
4. In case of any conflict between the provisions of the Lease and this Addendum, the provisions of this Addendum shall govern. This Addendum is incorporated into the Lease executed or renewed between the Landlord and the Tenant.

#### **NUISANCE ADDENDUM**

1. If the Landlord receives any written nuisance complaint, cease and desist order, tickets, citations, letters, disruptive behavior to the neighborhood including beer pong, chalking, violating health orders, noise, or notification of tenant receiving a citation, or any government agency visiting the Rental Property based on actions of the Tenant or guests of the tenant, or similar demand from any HOA or governmental entity (collectively "Nuisance") regarding the Premises, Tenant shall be in default of this Agreement. Upon demand from Landlord or notice of any nuisance, Tenant shall address and remedy any Nuisance and otherwise cure any nuisance violation, including but not limited to, paying any fines, penalties, assessments, or other amounts levied, charged, or imposed by any governmental entity because of the Nuisance. Landlord may take any action necessary or required to cure or remedy any nuisance, including but not limited to, barring or trespassing any individuals from entering any portion of the Premises. Tenant will not permit any barred or trespassed individuals onto the Premises. Tenant acknowledges that a legal demand or trespass notice delivered to Tenant by either personal service or posting on Premises is proper notice that an individual, guest, relative, or any other party has been trespassed or barred from Premises. Tenant shall pay or reimburse Landlord all costs, damages, sums, or other amounts, including reasonable attorneys' fees and costs incurred by Landlord, levied or assessed against the property or Landlord because of Tenant.
2. Tenant must notify Landlord **immediately** of any violation received from Code Enforcement agencies.
3. Tenant will also be responsible for an administrative charge of \$ SEE FEE TABLE regardless of whether or not the Landlord is assessed a fine.
4. Landlord may also provide Tenant with a written warning of the Nuisance to accompany the administrative charge. Landlord may also choose to serve an eviction demand regarding the behavior.
5. After providing one warning letter, if there is a second violation of this addendum, Landlord may choose to assess an additional administrative charge in an amount that is up to the discretion of Landlord. Landlord may also choose to serve an eviction demand regarding the behavior.

#### **RENTAL UNIT DISCLOSURES**

*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 8122). This information is as follows:

#### **EVICTON LEGAL REPRESENTATION AND EVICTON RENTAL ASSISTANCE**

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

Definitions:

- *Covered Proceeding* means legal proceedings to evict a tenant from their place of residence pursuant to C.R.S. 13-40-101 *et seq.*, counterclaims related thereto, the termination of Section 8 housing assistance, and appeals arising from any of the foregoing.
- *Legal representation* means full scope representation provided by a licensed attorney to a tenant in a covered proceeding. This includes, but is not limited to, filing responsive pleadings, appearing on behalf of the tenant in court, administrative proceedings, or alternatives dispute resolution, and providing legal advice, advocacy, and assistance associated with such matters, and necessary fees and costs related thereto.
- *Tenant* means any occupant of residential property, including but not limited to, any building, structure, vacant land, or part thereof offered for lease or rent for residential purposes who is a respondent or defendant, or who has legal standing to be a respondent or defendant, in a covered proceeding.

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

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

**OCCUPANCY LIMITS**

1. IPMC Occupancy Limitations Enforced: Per State Law, the city no longer uses zoning occupancy limits. Rather, the city uses the International Property Maintenance Code (IPMC) to regulate residential occupancy and enforces the IPMC occupancy requirements that are based on the number and size of bedrooms in each dwelling unit.
2. Under the current lease or rental agreement, the only people permitted to occupy the dwelling unit are the *signatories on the lease*.
3. 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.
4. Violations of the occupancy laws of the City of Boulder can result in criminal prosecutions and fines of up to \$2,000 for each day in violation, plus jail. All costs incurred by Owner due to Tenant occupancy violations are the responsibility of the Tenant.

**INTEREST ON SECURITY DEPOSITS Sections B.R.C. 12-2-2 and 12-2-7, B.R.C. 1981:**

Interest on security deposits will be paid at the yearly rate specified by the City of Boulder.

**NOISE ORDINANCES**

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

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 at any time of day 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 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.
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 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.

**FIREWORKS ORDINANCE Section 5-6-6, B.R.C. 1981:**

Except for police, military and certain other personnel described in Boulder's Code, it is illegal for anyone to possess fireworks in any public or private place or to explode fireworks anywhere within the City of Boulder without first having obtained a permit.

**NUISANCE PARTY ORDINANCE 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**

1. **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.
2. **Accumulation of Trash, Recyclables, and Compostables Prohibited, B.R.C. Section 6-3-3 (a)** Owners, occupants, managers, operators, and employees are responsible for maintaining the exterior cleanliness of any and all properties and their adjacent right of ways including: single family dwellings, multi-family dwellings, private clubs, and commercial or industrial establishments. Parties must prevent the accumulation of trash, recyclables, and compostables that are visible to the public. Any accumulation must be removed frequently enough that it causes no putrid odors. Remove or repair broken or damaged windows. Exception: Tenants whose lease specifies the landlord is responsible for maintenance of the dwelling; tenants should report broken or damaged windows to their landlord.
3. **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. Tenants should understand the manner in which trash and recycling are to be dealt with at their rental unit.
4. **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.
5. **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.
6. **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.
7. **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.

If the city finds a violation of any provision of these sections, the city, after issuance of a Notice of Agency Action, and an opportunity for a hearing under procedures prescribed by B.R.C. Chapter 1-3, may impose a civil penalty according to the following schedule:

- (1) For a first violation of the provision, \$100.00;
- (2) For a second violation of the same provision, \$250.00;
- (3) For a third and subsequent violation of the same provision, \$500.00; and
- (4) The hearing officer may adjust the penalty or assign participation in the city restorative justice program based on the evidence presented at a hearing. The occupant (renter), agent, or owner may request a hearing within ten days of the date listed on the Notice of Agency Action by filing a request online. DO NOT PAY THE FINE UNTIL AFTER THE DISPOSITION OF THE HEARING.

**PARKING ON (OR BLOCKING) SIDEWALK**

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

**MARIJUANA**

1. **Marijuana Odor Emissions, 5-10-6** No person, tenant, occupant, or property owner shall permit the emission of marijuana odor from any source to result in detectable odors that interfere with the reasonable and comfortable use and enjoyment of another's property.
2. **Marijuana Prohibited Acts, 6-14-13(a) and 6-16-13 (a)** It is prohibited to possess more than six (6) marijuana plants without a marijuana business license (includes caregivers, home grows regardless). The six plant limit applies regardless of what doctor referral paperwork says they need to treat their condition. Marijuana extractions with butane or other volatile chemicals could result in a felony charge due to the possibility of serious injury when the process explodes.

## SIGNATURES/AMENDMENT OF LEASE

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

- Rental Application
- Parental Guarantee (if applicable)

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

### ACKNOWLEDGEMENTS

The undersigned Tenants acknowledge that any violation of any federal, state, or local regulation, law or ordinance, including but not limited to those referenced in the addendums, by persons at the Premises can expose the Landlord to substantial penalty and loss and substantially endanger the Premises of the Landlord. Consequently, all Tenants hereby acknowledge that any violation of any federal, state or local regulations, law or ordinance by any person at the Premises shall constitute 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 Unit, following the proper 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 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 Unit or any guest at the Premises, during the Term of the Lease or the period of occupancy, if longer. Tenant also hereby indemnifies and shall hold 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 the Lease, if such violation is in anyway related to the behavior, residency, or presence of any person at the Unit or guest of the Tenants 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 Landlord, and shall include any cost and attorney fees of Landlord in defending such claims enforcing this Lease.

**I have read and I understand the Lease, Addendums and these Disclosures and potential consequences including that if I violate these city or state 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.

**Landlord Approval**

**Date**

**Time**

X \_\_\_\_\_ at \_\_\_\_\_ : \_\_\_\_\_  
Catherine Lee / Flatirons Housing

**Tenant Approval**

**Date**

**Time**

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

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

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

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

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

-

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

### SECURITY DEPOSIT SCHEDULE:

NOTE: Flatirons Housing will accept either one check for the total security deposit due from one person or 5 individual checks from each tenant divided equally. **TOTAL AMOUNT DUE:** -

RECEIVED \$ \_\_\_\_\_ FROM - ON \_\_\_\_\_

RECEIVED \$ \_\_\_\_\_ FROM - ON \_\_\_\_\_

RECEIVED \$ \_\_\_\_\_ FROM - ON \_\_\_\_\_

RECEIVED \$ \_\_\_\_\_ FROM - ON \_\_\_\_\_

RECEIVED \$ \_\_\_\_\_ FROM - ON \_\_\_\_\_

### ADDITIONAL SECURITY DEPOSIT DELETIONS AND ADDITIONS

RECEIVED \$ \_\_\_\_\_ FROM \_\_\_\_\_ ON \_\_\_\_\_

RECEIVED \$ \_\_\_\_\_ FROM \_\_\_\_\_ ON \_\_\_\_\_

RECEIVED \$ \_\_\_\_\_ FROM \_\_\_\_\_ ON \_\_\_\_\_

RECEIVED \$ \_\_\_\_\_ FROM \_\_\_\_\_ ON \_\_\_\_\_

RECEIVED \$ \_\_\_\_\_ FROM \_\_\_\_\_ ON \_\_\_\_\_