

# Lease: Fountain Ridge Investments (R: 7/30/2025)

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Property is managed by Thomas S. and Phyllis J. O'Rourke  
DBA: Fountain Ridge Investments, P.O. Box 889, Lyons, Colorado 80540  
For Rental Information: [www.fri-rentals.com](http://www.fri-rentals.com); (303) 823-5677

## LEASE OF RENTAL PROPERTY

DATE: \_\_\_\_\_

**PARTIES TO THE LEASE:** Landlord, manager or authorized agent on behalf of owners designated in the lease as "LANDLORD ("Property Stewards" or "Owners") for Thomas S. and Phyllis J. O'Rourke, and person or persons designated as "TENANT" or "RESIDENT" listed below. The signature of one agent of Landlord on this lease secures the contract for property owners or their heirs.

**ADDRESS RENTAL PROPERTY:** \_\_\_\_\_, Boulder, Colorado, 80302.

**LEASE TERM:** The initial term of the lease begins on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_, and ends on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_.

**RESIDENTS (only persons listed below may reside on premises for the term of the lease)**

Full Name (First, Middle, Last)

**MONTHLY RENT:** \$ \_\_\_\_\_ **SECURITY DEPOSIT:** \$ \_\_\_\_\_

**1.A. RENT:** The Lease Contract Invoice(P. 11, Attachment #1) contains the financial obligations of Residents for the duration of the lease agreement. No one not listed above or on the Lease Contract Invoice can reside on the premises or use this address to receive packages or mail. Residents are responsible for payment of rents in advance as well as deposits, and escrows during the full term of the lease, without demand and without set off on the 25<sup>th</sup> of the month prior to the month in which rent is due. Rent is considered late if not received on or before 5 p.m. on the 1<sup>st</sup> (first) day of the month. Rent is to be paid by direct deposit or as instructed by Landlord, in one monthly payment, regardless of the number of tenants on lease. Rent is to be paid monthly. A late charge of 5% of the outstanding balance of the monthly rent or \$50, whichever is greater, will be assessed on the outstanding balance if rent is late. No daily late fee will be assessed (see Colorado State Law SB #21-173).

**1.B. EARNEST MONEY DEPOSIT: A Security Deposit and/or Earnest Money Performance Guarantee** equal to one full month's rent and payment of the last month's rent must be paid in advance by secured funds (bank check, cashier's check) when the lease is signed or by a prearranged agreement. The Lease Contract Invoice specifies terms of payment, the payment schedule, and the designation of the Earnest Money Performance Guarantee as the Security Deposit. No interest is paid on rents paid in advance, whether designated as first or last month's rent. Landlord reserves the right to charge an administrative fee for lease amendments due to changes in terms of this agreement after the lease is signed. Occupancy limits and financial obligations are set forth in the Lease Contract Invoice. The lease goes into effect on the date signed.

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### Section 2: USE: Section 2:A: City of Boulder Revised Code, Sec. 12-2-4 (Ordinance 8122)

**2A.a.OCCUPANCY:** The dwelling unit you will be renting or leasing at the address of:

No more than \_\_\_\_\_ unrelated persons as listed in the Lease Contract Invoice under the current lease or rental agreement. The only people permitted to occupy the dwelling unit are:


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. Violations of the occupancy laws of the City of Boulder can result in criminal prosecution and fines of up to \$2,000.00 for each day in violation. Under the terms of this lease, temporary is defined as a maximum of 5 days. Tenants 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 administers a rental assistance program to tenants faced with such proceedings pursuant to C.R.S. 13-40-101.

**2.A.b. NOISE:** The City of Boulder has several ordinances that regulate noise. Violations of any of these ordinances can result in criminal prosecutions. The laws include:

**2.A.b.(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.A.b.(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.

**2.A.b.(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.

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

**2.A.c. FIREWORKS: Fireworks, Section 5-6-6, B.R.C. 1981.** Except for police, military and certain other personnel described in Boulder's code, it is illegal for anyone to possess fireworks in any public or private place or to explode fireworks anywhere within the City of Boulder without first having obtained a permit.

**2.A.e. NUISANCE PARTY PROHIBITED: Section 5-3-11, B.R.C. 1981.** A nuisance party is a gathering at which one of a number of violations of Boulder's code provisions occurs. These include the unlawful consumption of alcohol, the unlawful provision of alcohol to minors, property damage, littering, fighting, obstruction of traffic, or the generation of excessive noise. A nuisance party is also any party at which an open keg of beer is located in the front yard setback, on the front porch, or in any side yard, of a property. Any person convicted of holding a nuisance party can be criminally prosecuted and sentenced to a fine of up to \$1,000 and 90 days in jail.

**2.A.f. 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.A.g. Trash Contract Required, Section 6-3-3 (b), B.R.C. 1981.** Landlord maintains a contract Western Disposal, for the weekly removal of accumulated trash. Tenant must abide by guidelines and policies of Western Disposal: [www.westerndisposal.com](http://www.westerndisposal.com).

**2.A. h. 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.

**2.A. i. 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

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outside areas of the property. Under terms of this lease no indoor furniture (such as but not limited to: beds, bed frames, couches, chairs) may be used or stored on decks, patios, or yard. Landlord enforces this provision on all properties owned and managed by Fountain Ridge Investments.

**2.A. j. 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.

**2.A.k. 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. **NOTE:** Under terms of this lease, Fountain Ridge Investments maintains a snow removal contract and bills residents quarterly for snow removal from public sidewalks.

**2.A.l. Parking on a sidewalk (blocking) Prohibited, Section 7-6-13 (a)(1), B.R.C. 1981.** No vehicle may be stopped or parked on a sidewalk or within a sidewalk area. This prohibits parking in a driveway in a manner that blocks a sidewalk. **NOTE:** Under terms of this lease, only residents and employees of Fountain Ridge Investments may park in driveways or in designated parking areas. All vehicles owned or operated by residents must be registered with Fountain Ridge Investments.

**2.A.m. Marijuana (Cannabis) 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.A.n. 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. **NOTE: Landlord does not permit smoking of any kind inside residence.**

**2.A.o. Interest Rates on Security Deposits, Sections BRC 12-2-2 and 12-2-7, B.R.C. 1981.** Interest must be paid to tenants on any security deposit for residential leases. Rates for simple interest are updated by the City of Boulder on the first of January each year.

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

**All Residents are jointly and severally responsible for observance of these City of Boulder Ordinances.**

This page to be signed by every tenant, other than minor children living with a supervising parent or other custodian.

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Tenant Signature

Date

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Tenant Signature

Date

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Tenant Signature

Date

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Tenant Signature

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Initial Here: \_\_\_\_\_

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**2.B. PRIVATE RESIDENCE:** Tenant agrees to rent the Rental Property for use as a private residence and understands this property cannot be sublet or advertised for short-term rentals (e.g., on Craigslist or AirBNB).

**2.C. GUESTS:** Tenants must notify landlord if a guest will be staying longer than 5 days during the term of the lease. Tenants are held responsible for the conduct of guests and visitors and any damages caused by guests or visitors. Landlord or their agent may request photo identification of any tenant or guest entering the residence or using common areas or parking lot.

**3A. SECURITY DEPOSIT:** See the Security Deposit Policy Addendum attached to this lease. Landlord does not charge for damages or repairs that are due to normal wear and tear. Landlord may charge for repairs or damages due negligence by Residents or their guests during the term of the lease. To the extent the Security Deposit is utilized by Landlord during the term of this Lease for making repairs due to Tenant negligence, Tenant shall immediately upon demand reimburse Landlord for such repairs.

**3.B. INTEREST ON SECURITY DEPOSIT:** For Rental Property within the City of Boulder, Tenant will be paid simple interest on the Security Deposit held for the duration of the lease from the time it was received to secure the performance of the lease (Earnest Money Deposit) at the rate set by the City of Boulder on the first of January of the year the lease is signed (see COB website).

**3.C. RETURN OF SECURITY DEPOSIT:** The Security Deposit shall be returned to Tenant within 60 days after surrender and acceptance of Rental Property (see Security Deposit Policy attached to p. 11). Security Deposit will be refunded in one check, made payable to one person designated by Tenants signing lease unless other arrangements are made in writing. If separate checks are needed for the return of Subtenant Security Deposits, there is a \$30 service charge for each check issued and for mailing documentation. Landlord may withhold the payment of interest for those reasons permitted under Colorado State Law.

**4. UTILITIES /SERVICES:** Tenant pays for utilities such as gas, electricity, internet, and telephone. Tenant is responsible for removal of trash in yard and driveways. Landlord pays for basic trash, recycling, composting, water and sewer, and basic lawn maintenance. Tenant is responsible for abiding by trash and recycling guidelines as posted on Western Disposal's website. During tenancy and at move-out, Tenant cannot store the following large items in common areas, in yards, on or near driveways or sidewalks, near trash containers, or on or under carports and porches: such as but not limited to: tires, auto parts, indoor furniture, mattresses, box springs, electronic equipment, paint, gasoline, hay bales or hand-built ramps or tables. During the tenancy, Landlord may request tenants to remove items from common areas and yards and porches. Upon demand, Tenant must grant landlord permission and access to electric/gas service use records during term of lease. Tenant must sign up for gas and electric utilities and provide Landlord with authorized access to Xcel Energy accounts on demand. **Appliances:** Residents are responsible for proper care and maintenance of any and all appliance on site. **Repairs:** Landlord bills residents for repairs of garbage disposals, washing machines, microwaves, dish washers, and refrigerators if provided on site. Landlord responsible for replacing appliances if not repairable.

**5. KEYS:** Landlord will issue keys to rental unit at move-in. KEYS MUST NOT BE DUPLICATED. 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 and landlord may have locks changed and assess charges to the Security Deposit of the vacating tenant(s).

**6. DELAY OF AVAILABILITY.** Landlord shall not be liable to Tenant for any delay in providing possession of the Rental Property. Rent will be waived on a prorated daily basis during the delay if longer than 15 days. Tenant is entitled only to a refund of the deposit(s) or a pro-rated portion of the first month's rent if paid in advance. Monthly Rent abatement or right to Lease termination does not apply if delay is for cleaning or repairs that do not prevent Tenant from occupying the Rental Property. Landlord reserves the right to terminate the lease should the property become uninhabitable due to fire or flood or other act of God.

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**7. LEASE TERMINATION /EXTENSION:** The Lease automatically terminates at the end of the Lease term. During the term of the lease, Tenants may apply to sign a lease for a second year. Landlord reserves the right to show unit to prospective Tenants for Fall Pre-Leasing during the term of the lease. Tenants may request to sign a lease extension during the terms of the lease. Landlord reserves the right not to extend the Lease without cause. **Holding Over past 12 Noon on date of Lease Termination:** Tenant is responsible for payment of daily per diem rent, lost rents (delay in move-in of new tenants), and any costs associated with rescheduling repairs and cleaning services.

**8. 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, state, federal or local police or representatives of the University of Colorado or Naropa University.

**9. PERSONAL PROPERTY AND INSURANCE:** Landlord does not warrant, represent or guarantee the safety of personal property belonging to residents or guests. Tenant hereby releases landlord from any and all claims for damage or loss to such personal property and shall indemnify and hold landlord harmless, including landlord's attorney fees and costs, from any claims associated with said personal property, regardless of or by whom such claims are brought, including Tenant's insurer. Landlord advises tenant to obtain insurance losses for theft, fire, smoke, water damage and the like, unless tenant is covered by a parent or guardian's insurance policy. Landlord's insurance provides no coverage for personal property, including automobiles parked in driveways or on the street. Tenant agrees that landlord is under no obligation to accept or receive packages on behalf of tenants or other occupants and releases landlord from any claim or liability associated with the loss, destruction or theft of such packages.

**10. MULTIPLE TENANTS OR OCCUPANTS /NOTICES:** Each tenant is jointly and severally liable for all Lease obligations. If Tenant or any guest or Occupant violates the Lease or policies, 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 the 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. Notices provided by this lease shall be in writing and delivered to the other party in person or via email, fax, or sent by first class mail, postage prepaid, or conspicuously posted on the premises or sent to Residents' last known address. Texts are not legal notification under terms of the Lease. Notice to one Tenant is considered notice to all Tenants. Notices to Landlord can be sent to: Thomas S. & Phyllis J. O'Rourke, dba, Fountain ridge Investments, P.O. Box 889, Lyons, CO 80540, by email, or from our website at <http://www.fri-rentals.com>.

**11. COMMUNITY POLICIES & DISCLOSURES (RULES).** Property is advertised and rented as a non-smoking building. Tenant and all guests and Occupants must comply with this Lease, written Rental Property guidelines as posted on the property, provided to tenants at move-in or provided in written form during the terms of the lease or as posted on Landlord's website. Tenant understands that compliance with such rules in effect during the Lease Term is a condition of occupancy. Tenant will be notified in writing if and when tenants are in violation of such guidelines. No substantial changes to the Lease itself can be made without consent in writing of the Landlord.

**12. CONDUCT:** Tenants must abide by local, state, and federal laws. 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 and guidelines provided by trash service provider (<http://www.westerndisposal.com>). Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed and may be used only for entry or exit. Personal belongings or cleaning supplies cannot be stored in furnace or hot water heater closets. Landlord may regulate: (1)



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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 the common areas. There is no implied covenant of quiet enjoyment of the rental property associated with this lease. Landlord does not represent or warrant the behavior of any third parties, including other tenants, occupants, and guests of other residences, and does not represent the condition of the rental property to be anything other than as is.

**13.A. CONDITION OF RENTAL PROPERTY:** Landlord is to maintain property per City of Boulder Building and safety codes. Within 48 hours after taking possession of the Rental Property and inspecting the premises, 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 and that the premises contain no conditions constituting a material danger or hazard to Resident's life, health, or safety and Tenants accept the Rental Property, fixtures, and furniture as is and disclaims all implied warranties. It is the responsibility of Tenant to notify Landlord immediately of any damage caused by leaking faucets, shower heads, pipes, backed up sewers, or extreme weather (snow, rain, ice, flooding, or wind). Damages caused by vandalism (graffiti, broken windows) or burglary or forced entry must be reported to City of Boulder Police immediately and costs for repairs are to be made through Tenants' Rental Insurance.

**13.B. ALTERATIONS:** 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, adding or changing locks, 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 or appliances. 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 (of the same kind and 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. Tenant is responsible for safe and responsible use of all appliances and window coverings, including blinds, curtains, stoves, garbage disposals, refrigerators, stoves, dishwashers, washers, and dryers. Landlord will charge for labor, parts, and materials for repairs or damage of such items due to abuse or negligence by Tenants, Occupants, or guests.

**14. REQUESTS, REPAIRS, MALFUNCTIONS:** All notices and requests for repairs, installations, or services or security-related matters must be given in writing to the landlord or their designated representative. Tenant must also notify Xcel Energy directly for gas leaks and the City of Boulder regarding water quality. Then tenant should advise landlord of issues involving lack of heat or electricity; flooding or sewer back ups; or any situation causing immediate danger to person or property, such as but not limited to uncontrollable running water, electrical outages, gas smells, etc. If there is immediate danger, Tenant must notify police, fire departments, or utilities if there life or property is being threatened (crime in progress, fire, gas leak). Non-emergency repairs will be scheduled in a timely fashion. If Resident has requested a repair, Landlord has the right to enter the residence or to hire outside contractors to enter the residence. Repairs may require turning off electricity or water. If a new appliance has been ordered, Resident must be at home to accept delivery or arrange to have someone at home for the delivery. **Appliances:** Landlord bills Tenants for repairs.

Landlord's complying with or responding to any oral request does not waive the strict requirement for written notices under this Lease. 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 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

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consideration when casualty insurance proceeds are received. Rent will not abate. If Landlord considers fire or catastrophic damage substantial, Landlord may terminate this lease at Landlord's discretion by giving Tenant written notice. If the Lease is so terminated, Landlord shall refund prorated rent and all deposits, less deductions for any documented damages that occurred prior to lease termination.

**15. 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 caused by Tenant negligence. Tenant will be billed for repairs for appliances. Landlord is responsible for replacing appliances if repair is not possible.

**16. MOLD:** Tenants shall keep all interior areas of the premise thoroughly clean and dry and make every effort to retard the growth of mold in showers, baths, closets, storage rooms, closets, and laundry areas. Landlord reserves the right to hire a cleaning company during the term of the lease should tenant fail to keep such areas free of grime and mold. Landlord may charge tenant for such remedial cleaning if due to Tenant negligence.

**17. PETS:** Pets belonging to friends, guests, or relatives are not allowed on the premises, even temporarily, nor can Residents operate a pet sitting service. No pets owned by Residents are permitted on, in, or near the premises with the exception of small goldfish bowl or small terrarium. However, Tenant must not throw contents of fishbowls or terrariums into landscaped areas. It is considered a substantial breach of the lease to allow unauthorized pets to reside on premises. Landlord reserves the right to de-flea, de-odorize, shampoo, or sanitized Rental Unit should an unauthorized pet or an authorized ESA reside on the premises regardless of the time said animal remained on premises.

**18. SNOW REMOVAL:** Snow removal from interior walkways and parking areas is the sole responsibility of Residents. Landlord bills tenants for snow removal from City of Boulder sidewalks. Such charges may be prorated and shared by other residents in the community or complex owned by Landlord.

**19. LAWN MAINTENANCE:** Landlord hires and pays various landscaping companies to provide routine lawn service. It is the Tenant's responsibility to maintain exterior areas free of trash and garbage or leaves in doorways or on porches or patios. Landlord may invoice tenant for costs to keep and maintain property free of such debris. Landlord must be notified immediately regarding wind damage or large branches in yard, porches, driveways, or roofs.

**20. VEHICLES /PARKING:** Only automobiles, bicycles, and motorcycles (which have exhaust muffling comparable to that of a passenger car), are allowed in parking areas. Landlord is not responsible for the safety of or damage to Tenant or any Occupants' or guests' automobiles. Tenants may not park their vehicles in neighboring parking lots or driveways. No vehicles may be parked on lawns or landscaped areas. All vehicles must be registered with Fountain Ridge Investments and parked in assigned spaces. Guests are not allowed to use Resident parking spaces. Residents agree not to park or store on the premises (in driveways, under stairways, or carports) such items as, but not limited to the following: self-propelled recreational vehicles (unless used for daily personal transportation), boats, kayaks, hand-built structures (ladders, ramps, sawhorses), recreational trailers, utility trailers, ATV's, and/or removable doors or roofs. Tenants agree to keep parking spaces clean of oil drippings. All automobiles must be properly licensed and operable. Abandoned, unlicensed, derelict, inoperable vehicles or vehicles with flat tires are subject to towing by Landlord request to Towing Company after first notification to be removed at Tenant's expense. Tenant agrees not to store and/or park any commercial or public vehicle in the community under any conditions. Motor vehicles are not to be stored on blocks, repaired, or washed on or near the premises. Tenant cannot allow vans, buses, or vehicles belonging to friends or visitors being used as residences to be parked on or near Residential Property or in parking lot.

**21. BARBEQUE GRILLS:** Tennant shall comply with all fire codes. Fire codes prohibit and tenant shall prevent the use of charcoal grills and other open flame cooking appliances on combustible balconies or

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within 15 feet of combustible construction such as wood balconies and wood product siding. Gas grills that are hard-wired into the gas line are not permitted. Fuel tanks must be handled safely and stored properly and are not permitted inside Rental Property. Fuel tanks must be disconnected when not in use or during winter months. Grills cannot be used on patios, porches, decks, or near stairways.

**22. INTERNET SERVICE:** No satellite dish may be installed on any roof or common area. Resident is liable for repairs if internet providers drill holes, leave wires, or damage walls during installation.

**23. INSURANCE:** Tenant agrees to obtain a Renters Insurance Policy to cover damage or loss of their own possessions as well as losses resulting from vandalism, burglary, water damage, or fire, such policy to cover the full term of the lease. Tenant may be required by Owner's insurance company to provide proof of insurance. Tenant will be responsible for any charges associated with making premises acceptable to their insurance agent. 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. Landlord shall maintain smoke alarms and carbon monoxide detectors as needed. Landlord's insurance does not cover personal property owned by Residents.

**24. REGISTERED SEX OFFENDER LIST.** Tenant must obtain a copy from the local police, sheriff or other public record. Such information is not provided by Landlord.

**25.A. LANDLORD ENTRY FOR ROUTINE INSPECTIONS /SHOWINGS:** Landlord will provide 24-hour notification to Tenant by phone, text, or email to make building or rental license inspections; to show the Rental Property to prospective Tenants; or to show the Rental Property to government inspectors, fire marshals, lenders, appraisers, prospective buyers, renters, realtors, or insurance agents. It is the Tenant's responsibility to have the premises in a reasonably orderly and clean condition for such scheduled showings and to ensure that valuable personal belongings are secure.

**25.B. LANDLORD ENTRY FOR MAINTENANCE AND REPAIRS:** Under normal circumstances, Landlord will provide 24-hour notification of entry for interior access. In case of emergency (water damage, gas leak, electrical outage), Landlord may enter interior without prior notification. Landlord may enter interior of residence to make repairs as requested by Tenant, to estimate repair or refurbishing costs, for pest control, preventative maintenance, to change filters, to test or replace smoke and/or carbon monoxide-detector batteries, to retrieve or appliances, to prevent waste of utilities, to deliver, install, reconnect, or replace appliances, furniture, equipment or security devices. However, Landlord or designated agents or employees maintain full right of access without prior notice to Tenants to all exterior spaces, building exteriors and roofs, parking areas, and common areas for routine maintenance, repairs, exterior inspections, lawn care, watering, trash removal, and maintenance of such areas. The Boulder Housing Code requires that entry to the Rental Property be permitted by Tenants for routine maintenance and repairs related to the Housing Code and licensing practices at reasonable times. **Appliances:** Repairs billed to residents for repairs.

**25.C. ENTRY IN CASE OF EMERGENCY:** Landlord reserves the right to enter premises anytime without prior notification in case of fire, flood, or emergency repair to ensure safety of Tenants or to prevent further damage to Rental Property or surrounding buildings.

**26. ASSIGNMENT & SUBLEASING:** Subletting or Assignment of lease is not permitted under the terms of the lease and is breach of the lease. Tenants cannot give persons not on the lease copies of keys to the property. Any change to the lease requires Landlord authorization. A nonrefundable fee of equal to one full month's rent may be assessed for unauthorized changes or illegal subletting. The Landlord cannot provide any legal guidance regarding breaches to this section of the lease after the fact.

**27. DEFAULT BY LANDLORD:** Landlord will maintain unit in compliance with City of Boulder Rental license authority, and shall act with reasonable diligence to maintain fixtures, furniture, hot water, heating and other equipment as applicable, and make all reasonable repairs subject to Tenant's



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obligation to pay in advance for damages for which Tenant is responsible pursuant to this Lease.

**28.A. NON-PAYMENT OF RENT, TERMINATION OF POSSESSION RIGHTS AND ACCELERATION:** In the event of a default under the terms of this Lease by Tenant, Landlord reserves the right to proceed with eviction according to the statutes and laws within Boulder County and the State of Colorado. The prevailing party in any action brought under the provisions of Colorado Revised Statute 13-40-123, is entitled to recover damages, reasonable attorney fees, and costs of the suit.

**28.B. NON-WAIVER /REFERENCES:** Should either Property Steward or Residents waive their rights to enforce any breach of this Agreement, that waiver shall be considered temporary and not a continuing waiver of any later breach. Neither Landlord nor Tenant shall have waived their rights to enforce any breach unless they agree to a waiver in writing. Plural references made to the parties involved in this Agreement may also be singular, and singular references may be plural. These references also apply to Residents (Tenants), Owners (Property Stewards), heirs, executors, administrators, or successors, as the case may be.

**29.A. JOINT AND SEVERAL LIABILITY:** The liability of the persons signing this lease shall be joint and several, meaning, each person who signs the lease is responsible for all the conditions of the lease, including full payment of rent, even if any one individual does not pay their monthly share. Without exception, damages will be charged against the collective Security Deposit regardless of which tenant actually caused the damage.

**29.B. CONFLICT RESOLUTION /MEDIATION:** Landlord is under no obligation to participate in mediation for disagreements among roommates that do not involve Landlord's responsibilities under the terms of Lease. Moving out without attempting a mediated resolution of roommate disagreements is considered "breaking the lease." Tenants are joint and severally responsible for payment of Monthly Rent. Tenants agree to submit such roommate disagreements for resolution through the City of Boulder Mediation Services. Rents must be continued to be paid to Landlord during mediation.

**29.C. INJUNCTION BREACH OF LEASE:** If violations of the Lease are not remedied on demand, it is considered a substantial breach of the Lease (violations such as, but not limited to, nonpayment of rent, consistent late payment of rent, unauthorized pets, smoking within the Rental Unit or Community areas, over occupancy, storage of unauthorized large items, and/or Subletting without written approval).

**29.D. REPRESENTATION:** Any statement submitted by Residents in the Application for Residency is to be considered a material inducement to execute this agreement, and the falsity of any part of such statement shall entitle Property Steward to terminate this agreement

**29.E. SEVERABILITY:** The unenforceability of any provision(s) of the Lease shall not affect the enforceability of any other provision or provisions of Lease.

**30.A. CLEANING:** Landlord reserves the right to charge vacating tenants for carpet cleaning and remedial cleaning. The more cleaning done by tenants prior to move out, the more affordable cleaning invoices will be. Cleaning and repair cost estimates are provided in Attachment 3: Security Deposit Policy. Tips and cleaning instructions are also provided in this attachment, which is part of the lease. Tenant shall be liable for reasonable cleaning charges, including charges for cleaning carpets, draperies, furniture, walls, etc., such that new tenants may move in without undue delay.

**30.B. NORMAL WEAR & TEAR:** The Security Deposit guarantees that the premises will be returned to the Landlord at the end of the lease in the same condition as at the beginning of the lease, less "normal wear and tear" as defined by State of Colorado Law. Stains, burns, and rips in carpets due to Tenant negligence are not considered normal wear and tear. Landlord will have carpets professionally cleaned prior to Tenant Move-In date. Cost for such cleaning will be subtracted from prior or vacating tenant's Security Deposit. Cleaning costs to remedy damages associated with smoking, unauthorized

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pets or authorized ESA (emotional support animals), or storage or repair of bicycles inside the premises is not considered normal wear and tear.

**31. 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 representatives are subject to Landlord's correction, modification, or disapproval before final refunding or accounting.

**32. OTHER CHARGES:** As Rental Property does not allow smoking inside or outside in common areas, and porches, or anywhere on property, Landlord reserves the right to clean up any and all cigarette butts, and to charge for such clean up without prior notification.

**33.A. 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.

**33.B. EVICTION /HOLDING OVER:** Tenants and all personal property must be removed at the end of the current lease period by 12 Noon of date of termination. Landlord may charge against the Security Deposit on hand for loss of rent or any costs associated with delays, rescheduling cleaning crews, repairs, or moving in of new Residents. Former residents may not continue to park vehicles on or near the premises after the date the lease terminates.

**34.A. OPEN FLAMES/SMOKING:** No smoking or any kind is permitted within the property, common areas, or parking areas. No candles or incense requiring a live flame is permitted within residence.

**34.B. LIABILITY/HOLD HARMLESS:** Landlord will be held harmless for any liability for the injury or death of any person, or damage to the property caused by negligence of Residents or their Guests, or any willful act of Residents, their Guests. Tenant shall not allow others near the Rental Property to be disturbed or annoyed by noise or smoking by Tenant, Occupants, or any guest or invitee. Landlord is held harmless if Tenant should have conflicts with other tenants, roommates, or close neighbors. Tenant must notify the proper authorities (police, noise-control, etc.), without recourse to terminating lease for said conflict. Landlord will be held harmless and 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 during the term of the Lease.

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

**36.A. MODIFYING AND INTERPRETING THIS LEASE AND ATTACHMENTS:** This Lease, the Rental Applications, and Attachments and Addendums designated by Landlord is the entire agreement. Neither Landlord nor any of Landlord's representatives have made any oral promises, representations, or agreements. This lease may be accepted or modified on behalf of Property Stewards /Owners by legal heirs or their Agents, who will affix his/her signature and title in the space provided below.

**36.B. ADDENDUMS AND ATTACHMENTS:** Prior to signing the lease, Landlord provided Residents with a copy of the EPA Lead Paint Pamphlet. (1) Lead Paint Disclosure Addendum (must be signed prior to signing this lease); (2) Security Deposit Disclosure (must be initialed when lease is signed); (3) Check-In Certification of Habitability (to be provided by Landlord to Residents at move-in) must be signed by one Resident and returned to Landlord within 48-hours of the date of move-in. This certification becomes a part of the lease agreement. Rental Unit Disclosures required by the City of Boulder are

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*current as to the best of our knowledge as of the date Lease was last revised.*

**36.C. OTHER TERMS:** 1) Tenants agree not to make any excessive noise or to create a nuisance such as will disturb the peace and quiet enjoyment of other tenants or neighbors. Quiet Hours for City of Boulder are between 11 p.m. and 7 a.m.; 2) Tenants agree to keep yards and common areas free of trash and debris; 3) **NOTE:** Landlord reserves the right to charge residents for trash and yard cleanup.


**37. Attachments:** The following attachments to page 11 of the lease are considered part of the lease agreement and are contractually enforceable. **1) Lease Contract Invoice:** Documents financial obligations of the parties to the lease for the duration of the term of the lease. **2) Lead-Based Paint Disclosure:** This page of the lease must be signed prior to signing any other page of the lease. Landlord must provide attachments to Lead Paint Brochure on their website and by email to all residents before the lease is signed. Tenant signatures on this page confirms they were provided access to the EPA Lead Paint Brochure prior to signing the rest of the lease. **3) Security Deposit Policy and Check-In Certification of Habitability (pages 1 - 4).**

**38. SIGNATURES:** We have read the Attachments and Addendums and have read all sections of the Lease, including the Security Deposit Guidelines as posted on our website and provided to resident when lease is signed. Landlord will notify tenants in writing should any guidelines, policies, or covenants change during the period of this lease.

PRINTED NAME	SIGNATURES	DATE
DATE LEASE APPROVED:		
BY (PRINT NAME & TITLE)	SIGNATURE ON BEHALF OF FOUNTAIN RIDGE INVESTMENTS	