

Point West Properties, Inc.
608 Pearl Street
Boulder, CO 80302
303-447-1502/Fax 303-447-2129
LEASE AGREEMENT

Lease Dated: 2/12/2020

Term of Lease

Beginning Noon _____ Monthly Rent \$ _____ Deposit \$ _____

Ending Noon _____ Total Lease Amount \$ _____

Tenant: _____

Landlord: Point West Properties, Inc.
608 Pearl Street
Boulder, CO 80302

Premises: _____ Unit (if applicable):

City: _____

In consideration of the mutual covenants and agreements herein stated, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the apartment, house or condominium designated above (the "Premises"), together with the appurtenances thereto, for the above term.

- 1) **RENT AND LATE FEES:** Rent shall be paid to Landlord, at the above address and is due the 1st day of each month. Tenant shall incur \$20.00 per day as a late fee for payment of rent received after 4:00pm on the 1st day of the month. NO CASH will be accepted. The rent shall still be considered late if the 1st day of the month falls on a Saturday, Sunday, or Holiday. Tenant agrees to pay promptly the monthly rental installments including utility billing and other charges, without deductions, and to abide by all other terms, covenants and conditions of this lease. A monthly statement from Point West Properties is considered a courtesy, and is not required. In the event Tenant does not receive a monthly statement, he or she is still responsible to have the rent paid on time by the first of the month. **Tenant may not withhold or offset the rent for any reason.** Notice to one tenant shall be considered a notice to all tenants. **There will be a \$50 charge for posting a "Demand for Payment of Rent" (3 Day Notice) or "Notice to Comply" for any lease violation.** This notice shall not be construed as a waiver of Lessor's right under this lease or by law to evict Tenant for nonpayment of rent. Tenant understands that rent is due by the 1st of the month, and is considered late after 4:00 p.m. on that day. Tenant further understands that late fees are **\$20/DAY** for each rental payment for any rental balance in excess of \$200.00
- 2) **NON-SUFFICIENT FUNDS:** A charge of a minimum of \$25.00 shall be due and payable for a check returned for any reason. This charge shall be payable when redemption of such check is made. After two such occurrences, Tenant shall be required to pay all future rents in certified funds. If a Tenant's check is returned, than the rent shall be considered late and will be subject to late fees and possibly a \$50.00 "Demand for Payment of Rent" notice.
- 3) **HOLDING OVER:** Tenant agrees at the expiration of this lease to peacefully surrender and deliver the leased premises to the Landlord. In the event the Tenant holds over beyond the expiration date of this lease without the written consent of the Landlord, the Lease shall not be deemed renewed, and the Tenant shall be liable for a daily holdover charge in an amount equal to two times the rental rate herein set forth. If Tenant does not leave

at the end of the end of the lease term, Landlord may remove Tenant's belongings and property. Tenant waives all claims against Landlord for moving and storage of Tenant's property and belongings. Tenant will be responsible for the new rental rate as set forth in this paragraph until he completely vacates, plus any other losses suffered by Landlord and any person who had to wait for Tenant to vacate in order to move in.

- 4) SECURITY-DAMAGE DEPOSIT AND RETURN: Upon signing this Lease, Tenant shall deposit with Landlord the sum of **\$1,095.00**, which Landlord, or the actual owner of the premises, if different from Landlord, shall retain as security for the full and faithful performance by Tenant of all promises, conditions and agreements in this lease. Landlord shall not be required to keep this deposit in a separate fund but may commingle the security deposit with its own funds.

Security Deposit held by Point West

Owner shall be financially responsible for the return of the deposit. Tenant may request the name and address of the person holding the deposit in the event of a dispute and such a request may not be wrongfully withheld. Receipt is hereby acknowledged of deposit monies in the amount of \$_____ and the balance of **\$ 0.00** shall be due on or before date set forth above commencement of this Lease. In addition \$_____ shall be due on or before the date set forth above for commencement of this Lease for payment of rent for the **month of _____, 20____** provided, however, that if Tenant vacates or abandons the leased premises, or if Tenant's right to possession is terminated by the Landlord, prior to said month, the entire amount deposited with Landlord shall be applied as a security deposit as described above. The Tenant may also be liable for losses in excess of the deposit. It is the duty of the Tenant to return the premises, including outside areas, yards or driveways, required to be maintained by Tenant under this lease, to their original condition at the commencement of this lease, (or as subsequently repaired) except for normal wear and tear. Standards of Cleaning are part of this agreement.

Tenant shall vacuum carpet prior to vacating premises. Landlord shall contract with an independent vendor for carpets to be professionally cleaned after move out at market rates and this amount shall be deducted from tenant's deposit. Tenants having the carpets professionally cleaned shall themselves not remove this condition with the aforesaid charges being deducted from Tenant's security deposit. The security deposit shall be returned, with interest where applicable, less applicable charges, on or before sixty (60) days after the termination of this lease or vacating, whichever occurs last. Tenant further agrees that security deposit shall not be construed as, nor shall be applied to last month's rent payment of such, except as designated above. **Security deposit refunds will be made with 1 (one) check jointly payable to all tenants, the check and any itemized deductions shall be mailed to any 1 (one) Tenant only.** In the event of termination of Landlord's (Point West Properties, Inc.) management of the property, Landlord may transfer any security deposit in its possession to a succeeding property manager or owner and will timely notify tenant by mail of such transfer.

- 5) EVICTION OR ABANDONMENT: Landlord may evict (judicial or non-judicial) Tenant from the Premises to regain possession for non-payment of rent, late fees, utilities or breach of the Lease. If the Premises are abandoned or the Tenant is evicted, Tenant will remain liable for any loss of rent for the remainder of the lease term. Landlord will attempt to re-rent the Premises to minimize loss; however, the re-rental may be at new lease terms deemed appropriate by the Landlord. Service upon Tenant of a 3-day notice of default in rent payments or for any other reason shall not constitute an election by the Landlord to terminate this lease. If Landlord obtains a judgment against Tenant in a legal proceeding, a **\$200.00** administrative fee shall be assessed against Tenant in addition to any other actual losses of Landlord and in addition to attorney fees or court fees.
- 6) ATTORNEY'S FEES: In the event of any legal action concerning this lease which results in a judgment in favor of the Landlord, Tenant shall pay to Landlord reasonable attorney's fees and court costs, to be fixed by the court.
- 7) OCCUPANCY AND USE: Only the persons named on and signing the lease as Tenant may reside in the leased Premises. Tenant shall not allow guests to stay upon the premises more than ten days without written consent of the Landlord. It is the Tenants obligation to ensure that all local rules and regulations concerning the number of occupants are adhered to and will be responsible for any monetary penalties due to over occupancy. Landlord shall not be liable to Tenant in the event of a delay in providing possession of the Rental Property. The lease shall remain in force. Monthly rent shall be waived on a pro-rata rate during the delay. If the day is

longer than 30 days, Tenant shall have the right to terminate the lease. This termination must be in writing. After a termination, the Tenant shall be entitled to only a refund of the security deposit and any rent paid. The monthly rent abatement or termination of the lease does not apply if the delay in possession is for cleaning or repairs that do not prevent the Tenant from occupying the leased premises.

USE: Tenant shall permit use of the Premises for legal residential purposes only unless agreed upon in writing or otherwise stated within this lease. Resident shall not engage in any illegal activities on the premises.

Tenant shall not enter into any unauthorized short (Airbnb) or long term leases or agreements without written approval of Landlord.

- 8) UTILITIES: **The utilities checked shall be paid for by Tenant** and other utilities shall be paid for by the **Landlord: ___Electricity; ___Gas; ___Water & Sewer; ___Trash Service; Other: ____** Resident's nonpayment of utility bills resulting in a discontinuance or threatened discontinuance of the supply of any utility shall be sufficient reason for Owner to terminate this lease. If Resident's failure to pay causes a threatened or actual discontinuance of utility service, Owner may have Resident's utility account transferred to Owner's name and pay the bills to avoid a utility shutoff. Resident shall reimburse Owner for any amounts paid to the utility company, plus a **\$25.00** administrative fee, with 10(ten) days of getting notice from Owner that Owner has paid Resident's utility bills. Landlord may allocate shared utility charges between the rental units using a formula based upon sub-metering, comparative square footages, or number of bedrooms, at the choice of the Landlord. Landlord shall be allowed to change the method of allocation during the term of the lease.
- 9) PRIVACY: Tenant shall have exclusive possession of the Premises except, Tenant shall permit Landlord to enter the Premises for the purpose of making repairs or inspections, or to show the Premises to prospective tenants, purchasers or lenders. Entry may be made without prior notice if Agent believes that an emergency exists, such as a fire or broken pipe, or that the premises have been abandoned.
- 10) ASSIGNMENT AND SUBLEASING RELEASE: Tenant shall not assign this lease or sublet any portion of the leased Premises for any part of the term of this lease without prior written consent of Landlord. Landlord reserves the right to continue to hold all original Tenants liable and responsible for the original Lease term even though a suitable replacement Tenant is found. **An administrative charge of a minimum of \$250.00, up to 50% of one month's rent, not to exceed \$1000.00, as stated in said lease, shall be paid by Tenant for service rendered. Tenant shall pay an upfront fee of \$250.00 for each roommate change. The minimum fee of \$250 must be paid prior to Landlord accepting new applications of completing any paperwork. Tenant can find more information regarding subleasing on our web site www.point-west.com.**
- A) Fall Renewal With a Roommate Change: A fall renewal with a roommate change is when one or more of the current Tenants wish to renew their lease for an additional year, but one or more of their house mates do not wish to renew the lease. When this occurs, both the Landlord and the Tenant(s) understand that the Landlord will **NOT be performing a walk-thru or check out of the premises at the end of the current lease** because not everyone is moving out of the premises at the end of the year. It shall be the full liability and responsibility of the new and renewing tenants to return any and all portions of the security deposit to the non-renewing tenants. All non-renewing, new, and renewing Tenants shall sign a Roommate Change Agreement, outlining the obligations of each party involved.
- 11) NOISE AND NUISANCE: Tenant agrees not to make any excessive noise or to create any nuisance that will disturb the peace and quiet of the neighbors. Tenant will be responsible for any penalties charged to the property due to noise or nuisance.
- 12) LANDLORD'S LIEN: Landlord has a lien on personal property of the Tenant for unpaid rent, and other costs as set forth in C.R.S. 38-20-102 (3) (1973) et. seq.

- 13) **PETS:** No pets are permitted on the premises at any time except as noted here _____. Tenant hereby authorizes Landlord's employees to remove any pet from the premises to any Humane Society without notice and without liability for injury or death to pet. **In the event Tenant or guest allows a pet on the premises, 50% of the security deposit or deposits paid by Tenant shall be forfeited as liquidated damages.** Should damages be in excess of this amount, additional amounts may be withheld from deposit, or Tenant may be charged if damage deposit funds are not sufficient to cover actual damages.
- 14) **SALE OF PREMISES:** Should the property herein be sold or management changed, this lease, the security deposit, damage deposit, and any prepaid rents will then be transferred to the new owner or the new management company as the case may be. This lease shall be subordinate to all existing and future deeds, mortgages, or deeds of trust upon the property.
- 15) **WAIVER:** Any waiver, by either party, or any breach of any provision of the lease shall not be considered to be a continuing waiver of a subsequent breach of the same or any other provision of this lease.
- 16) **SEVERABILITY:** The non-enforceability of any provision or provisions of this lease shall not affect the enforceability of any other provision or provisions.
- 17) **JOINT AND SEVERAL LIABILITY:** If this lease is signed on behalf of the Tenant by more than one person, the liability of the persons so signed shall be joint and several. "Joint and several" means that if more than one person has signed this lease, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of the lease. If a Tenant or any guest or Occupant violates the lease or rules of occupancy, than all Tenants are considered to have violated the lease.
- 18) **LANDLORD AND TENANT:** Whenever the words "Landlord" and "Tenant" are used in the lease, as the context requires, they shall be deemed to refer equally to persons of both sexes and to corporations and co-partnerships, singular to include plural, plural to include singular.
- 19) **LIMITS OF LIABILITY:** The Landlord shall not be liable for any damage or injury to Tenant, Tenant's property, guests of Tenant or the property of Tenant's guests occasioned by failure to keep the Premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, sewage, or the bursting, leaking or running from any cistern, tank, washstand, water closet or water pipe, in, above, upon or about the premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door or otherwise, nor for damage arising from the acts or neglect of any owners or occupants of adjacent or contiguous property. **Owner/Landlord's insurance does not cover or include Tenant's loss of possessions in the event of fire, flood, theft, or from any other cause, and Tenant is hereby advised to purchase a policy to insure personal possessions and additional liability.**
- 20) **BINDING UPON HEIRS:** It is further agreed and understood that all covenants and agreements in this lease shall extend to and be binding upon the heirs, executors, legal representatives and assigns of the respective parties hereto.
- 21) **APPLIANCES:** The herein appliances shall be furnished at the option of the Landlord and kept in good condition by the Tenant: ___ Range; ___ Refrigerator; ___ Dishwasher; ___ Disposal; ___ Washer/Dryer. Tenant shall promptly report to Landlord any malfunctions of any smoke alarm or fire extinguisher, if any. Resident is responsible for maintenance of smoke alarm, including, but not limited to, the replacement of batteries. Resident shall not remove smoke alarm batteries or disconnect in any way. Resident is responsible for and shall reimburse landlord for costs related to any drain or plumbing fixture, which becomes obstructed or blocked during the occupancy. Resident shall reimburse Owner/Owner's Agent, upon demand, for all costs involved in clearing such blockage and/or repairing the plumbing fixtures as a result of such blockage. Resident agrees to maintain on the premises at all times a toilet plunger. Resident shall be responsible at his or her own expense for keeping drains and garbage disposal clear of items that may cause stoppage.

- 22) **PARKING:** Operable vehicles (automobiles, motorcycles and ¾ ton or similar truck only) are hereby authorized to park on a space available basis except where spaces are specifically assigned and in that case Tenant hereby agrees to park only where assigned. In some cases there may not be off-street parking available to Tenant. No vehicles may be stored or parked on the grass or other outside areas. Unlicensed, uninsured, disabled unregistered or inoperable vehicles are prohibited. All city, county, and state regulations that apply on the public streets will apply in the community. Tenant further agrees that any violation of the terms shall constitute consent to have said vehicles or articles removed, towed and/or impounded at tenants expense.
- 23) **KEYS AND LOCK OUTS:** Tenant shall be responsible for any keys issued and may be requested to post a key deposit by the Landlord. There is a minimum charge for keys not returned of **\$25.00** per key. Tenant is responsible for entry to the premises and in the event entry is forced due to Tenant's failure to return keys, Tenant shall be responsible for any damages or costs incurred. The Landlord is not responsible for assisting Tenant in obtaining a replacement key should the keys issued herein be lost or misplaced. If you find it necessary to have authorized personnel unlock the apartment after hours, you will be charged a fee of \$35.00 **PAYABLE AT THE TIME OF ENTRY.** This service is not always available and is **not a maintenance emergency.** If this service is unavailable, you must call a locksmith and you will be responsible for locksmith fees.
- 24) **NON-SECURITY PREMISES:** Despite any apparent security devices on the premises, Tenant accepts the said premises as non-security premises and waived all rights to damages from agent or owner from theft, personal injury, or intentional torts by third parties for Tenant or Tenant's guests. Or if any court shall find this waiver invalid, Tenant agrees that all claims against owner or agent shall be limited to the sum of **\$45.00** liquidated damages.
- 25) **TENANT RESPONSIBILITIES:** **Tenant shall be responsible for the following checked items:** ___Lawn mowing; ___Removing weeds; ___Watering; ___Raking leaves; ___Snow removal; **X** Patio/deck, interior/exterior halls are to be kept clear of trash at all times; ___ Other _____. In the event Landlord feels that Tenant has not adequately, or in a timely manner, completed the above responsibilities, Landlord shall complete the task, charging Tenant at a rate of **\$45.00** per hour. **Landlord shall furnish the following checked items:** ___ Rake; ___ Snow shovel; ___Lawn mower; ___ Gardening hose/sprinklers; ___ Trash cans; ___ Other _____.
- 26) **CONDITION OF PREMISES:** Tenant accepts the Rental Property, fixtures, and any furniture as is. Landlord disclaims all implied warranties. Tenant acknowledges that he/she has inspected the Premises prior to taking possession, know the condition of the Premises and subject to the removal of current occupant's possessions and excluding those items noted on Tenant's check-in sheet, accepts the Premises as is and acknowledges that the Premises and the appliances therein are in good condition. Landlord does not represent or warrant the condition of the Premises or appliances.
- 27) **RULES OF OCCUPANCY:** Tenant shall use due diligence in maintaining the Rental Property and any common areas. **Tenant shall not perform any repairs to the property, including, but not limited to: painting, wallpapering, carpeting, installation of satellite systems, electrical changes, or otherwise alter the Premises in any way.** Landlord shall have the right to promulgate such rules of occupancy as may be necessary and from time to time alter, modify or otherwise change such rules. If the Premises herein is subject to any by-laws, declarations or rules of any homeowner or cooperative association, Tenant hereby acknowledges that said controlling rules or regulations have been made available to Tenant for inspection, and Tenant agrees to be governed by and abide by any such rules, regulations, ordinances, by-laws or declarations. Any breach of any condition contained in this paragraph shall constitute a breach of the lease.
- 28) **REGISTERED SEX OFFENDER LIST:** No Tenant, guest, or any occupant shall register the address of the Rental Property on any list of Registered Sex Offenders or predators or similar compilation. The Landlord does not warrant, represent, or guarantee whether other persons residing in or near the Rental Property 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 registered sex offenders in the area, Tenant must obtain a copy from the local police, sheriff, or other public record.

- 29) **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):
- Smoking of all substances (specifically including marijuana and cigarettes) in the Rental Property is prohibited.
 - Smoking in the Rental Property is prohibited if it produces smoke that can be smelled or otherwise experienced outside the Rental Property.
 - Smoking of any substance which is prohibited by Federal Law, Colorado Law or both, including, but not limited to marijuana is prohibited in the Rental Property.
- 30) **ADDITIONAL ADDENDUMS:** The following addendum(s) is/are attached and are an integral part of this lease: Lead Based Paint Disclosures, Rules and Regulations, Rental Unit Disclosures; Mold Addendum; Standards of Cleaning Addendum Medical Marijuana Addendum
- 31) **ADDITIONAL PROVISIONS:**

AGENCY DISCLOSURE: Point West Properties, Inc., when acting as an agent for and representing the interest of the owner, includes utmost good faith, loyalty and fidelity. The Agent will negotiate on behalf of and act as an advocate for the owner. Although Point West Properties, Inc., does not represent the Lessee, we will assist the Lessee without regard to race, creed, sex, religion, national origin, familial status, marital status, sexual orientation or handicap.

I have read the foregoing lease document in its entirety and agree to the terms and conditions of said lease.

Point West Properties, Inc. 2/12/2020

_____ Tenant 1	_____ Date	_____ Tenant 2	_____ Date
_____ Tenant 3	_____ Date	_____ Tenant 3	_____ Date

In case of a maintenance emergency call our office immediately (303-447-1502) any time of the day. If it is after hours or nobody answers, one of the options on the voicemail is for maintenance emergencies. Leave your name, address and phone number (very important) and the problem. We will be paged with this information and will respond as quickly as possible. **Only use the maintenance emergency option for real emergencies.** If you just want to inform us of a problem that needs to be corrected (for example: dripping faucet or broken stove) leave that message on our normal voicemail.

Phone Numbers

Utilities

Excel (Gas & Electric).....1-800-895-4999
City of Boulder Water..... 303-441-3260

Trash Service

Western Disposal.....303-444-2037
Town & Country (Louisville, Lafayette, Superior).....303-665-6811
Longmont Utility & Billing 303-651-8664

Internet, Cable

Comcast.....1-800-934-6489
Century Link..... 720-259-8461

Carpet Cleaning

Heaven's Best Carpet Cleaning303-258-3681

*****Please check with our office before transferring any services into your name. Some services are shared between tenants and remain As Point West Properties accounts.**

Lead Based Paint Disclosure

Attachment to Residential Lease or Rental Agreement for the Property known as:

**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 (3x) damages, attorney fees, costs, and a penalty up to \$10,000 for each violation.

Disclosure for Target Housing Rentals and Leases Disclosure of Information of 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 know 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)

- (a) 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 commencement of the leasing period.
- (b) Presence of lead based paint and/or lead based paint hazards (check one below):

Landlord has no knowledge of lead based paint and/or lead based hazards in the housing.

Landlord has knowledge of lead based paint and/or lead based hazards are present in the housing (Explain): _____

- (c) Records and reports available to Landlord (check one below):

Landlord has no reports or records pertaining to lead based paint and/or lead based hazards in the housing.

Landlord has provided Tenant with all available records and reports pertaining to lead based paint and/or lead based hazards in the housing (explain): _____

Tenants Acknowledgment

- (d) Tenant has read the Lead Warning Statement above and understands its contents.
- (e) Tenant has received copies of all information including any records and reports listed by Landlord above.
- (f) Tenant has received the pamphlet "Protecting Your Family from Lead in Your Home."

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Landlord's Disclosure, has informed Landlord of Landlords obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

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

Point West Properties, Inc. 2/12/2020

Tenant 1 Date

Tenant 2 Date

Tenant 3 Date

Date

Real Estate Licensee 2/12/2020

ADDENDUM (I) TO LEASE CONTRACT
Rules and Regulations

1. Point West Properties will accept multiple checks until the 1st of the month, and only one check on and after the 1st of the month. Tenant(s) will be charged \$10.00 for each additional check
2. Rent is considered late after 4:00 P.M. on the 1st day of each month. The rent is still considered late if the 1st day of any month falls on a weekend or holiday such as New Year's Day, etc. Late fees are \$20.00 per day and are **not negotiable**.
3. Monthly statements mailed to the Tenant(s) by Point West Properties are considered a courtesy and not a requirement. Should the Tenant(s) not receive their monthly statement he and/or she is still responsible to have the rent paid on time.
4. Tenant(s) will be charged \$25.00 for checks returned for Non-Sufficient Funds (NSF). Please be aware that when a check bounces the rent is thereby considered late and will be subject to late fees of \$20.00 per day.
5. Tenant(s) will be charged a \$50.00 fee for posting a "Demand for Payment of Rent" (Three-Day Notice).
6. It is important to note that it is the responsibility of the Tenant(s) to place the utilities in their name prior to taking possession of the unit. Failure to do so will result in a \$25.00 fee for each month that utilities are not transferred. Please contact our office if you are unsure which utilities you are responsible for placing in your name. All charges for utility services charged back by Point West Properties will be promptly paid by Tenant(s) when due.
7. Point West Properties does not provide a lock-out service. If you are locked out during office hours, we will be happy to loan you a key with the agreement that you will leave us your driver's license until the key is returned. If you cannot get to our office and need someone from our office to come and unlock your unit, there will be a \$35.00 charge for this service, providing there is someone available to do so.
8. Tenants are not permitted to install/change the interior or exterior locks at any time during their lease without prior authorization from Point West. Any expenses incurred because of an unauthorized lock change will be charged back to the Tenant(s).
9. No upholstered furniture is allowed on the exterior of the property including porches, decks, and lawns. This type of furniture is a fire hazard and can be removed at Tenant's expense without prior notice.
10. All leaks (toilets, windows, etc.) and/or defect or potential defects in the rental unit or appliances not in good working order shall be reported promptly to Point West Properties. Tenant(s) will be charged for damage resulting from negligence in reporting defects in the rental unit.
11. Damages by third parties or unknown parties are the responsibility of the Tenant(s).
12. Tenants are held responsible for damaged, missing, or removed screens unless the condition or absence of the screens is noted on the Tenant's check-in sheet.
13. DO NOT flush anything except bodily waste and toilet paper down the toilet. Dispose of all sanitary products (including tampons) by placing in lined wastebasket.
14. Tenant(s) shall not permit or allow any rubbish, waste materials, or other products to accumulate upon the premises, but shall maintain the same in a reasonably clean and sanitary condition at all times. Point West Properties reserves the right and has the discretion to have the premises cleaned up at the expense of all the Tenant(s) living on the premises.

Mold Addendum

This Mold Addendum is made 2/12/2020 (date) by Point West Properties, Inc. ("Owner") and Tenant 1, Tenant 2, Tenant 3, ("Resident") and made part of that CAA Apartment Lease of even date herewith (the "Lease"). Except as specifically modified by this Mold Addendum, the terms of the Lease and any other attachments thereto shall remain in full force and effect.

Resident Obligations Regarding Mold:

- Resident shall keep the apartment, particularly the kitchen, bathroom(s), carpets and floors, clean through regular vacuuming, mopping and use of household cleaners on hard surfaces.
Resident shall immediately and consistently remove all visible moisture from all surfaces in the apartment.
Resident shall periodically inspect all sinks, bathtubs, toilets, shower enclosures, refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, dehumidifiers and air conditions and the connections, discharge lines and the areas surrounding each, to ascertain whether there are any water leaks or signs of water leaks.
Resident shall immediately inform Owner in writing of any water leaks or signs of water leaks as well as any missing grout or caulk in tiled areas.
Resident shall reasonably prevent and shall immediately clean and dry all plant watering overflows, beverage spills, cooking spills, pet urination, and overflows from fixtures and appliances.
Resident shall ensure that all shower doors and curtains are utilized to prevent water from escaping any tub or shower enclosure.
Resident shall not allow damp clothes and towels to accumulate and shall consistently hang towels on racks to allow them to dry.
Resident shall keep all windows and doors closed during adverse weather and when the apartment is unattended.
In the event of visible accumulation of mold on hard surfaces, Resident shall immediately clean the accumulated and surrounding area with soap or detergent and allow the area to dry. Within 24 hours of the initial cleaning, resident shall apply a spray on type biocide (such as Lysol Disinfectant or Pine-Sol Disinfectant) in accordance with the product's instructions and labeling.
Resident shall place and store Resident's personal property to prevent it from becoming wet or damaged in the event of water leakage, backup or flooding.

Owner Obligations Regarding Mold:

- Upon written notifications by resident, Owner shall within a reasonable time, repair water leaks in the apartment, provided such leaks are not caused by the misuse, use or neglect of Resident, or any occupants, guest or invites of Resident, or by any violations of the Lease or this Mold Addendum by Resident, or any occupants, guest or invites of Resident.
Upon written notification by resident, Owner shall within a reasonable time, clean or apply biocides to visible mold on porous surfaces such as sheetrock walls and ceilings, provided such visible mold has not been caused by the misuse, use or neglect of Resident, or any occupants, guest or invites of Resident or by any violation of the Lease or Mold Addendum by Resident, or any occupants, guest or invites of Resident.

Remedies:

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

Warranties, Indemnifications and Releases:

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

Owner/Agent:

Point West Properties, Inc. 2/12/2020

Resident:

Tenant 1 Date Tenant 2 Date
Tenant 3 Date Date

Standards of Cleaning Addendum

The following should be used as a guide for the resident at the time they prepare to vacate the premises, and is provided as a convenience to the resident. Cleaning includes, but is not limited to the following checklist. If the cleaning is not up to Landlord's or new resident's standards, or if any loss or damage has been incurred, a deduction will be made against the Resident's security deposit.

If you have any questions regarding any of this information, please feel free to contact the Landlord at (303)447-1502.

1. General Cleaning

- Wash and clean dirty areas on all walls, baseboards and doors in all rooms. Remove all nails, tacks etc.
- Dust heat registers, vents, cobwebs, ceiling fans, blinds, drapes and above doorways.
- Windows: wash all windows (interior and exterior), including tracks, sills, ledges, blinds, screens, rods and drapes.
- Replace all burned-out light bulbs, including outside and storage area lights, if applicable. Light fixture globes and covers must be cleaned and replaced.
- Front door, back door and storage areas must be cleaned and/or washed down inside and out.
- Vacuum and/or sweep all floors. **Carpets cleaning will be scheduled by the landlord at tenants Expense with a receipt provided if requested**
- Clean outside and inside filter on air conditioner, if applicable.
- Check to see smoke detectors are in working order.
- Remove **ALL** personal or miscellaneous items.
- Clean and remove ashes from fireplace.

2. Kitchen

- Refrigerator (inside and out). Turn refrigerator to lowest setting, **DO NOT TURN OFF OR UNPLUG**. Cleaning includes: ice trays, shelves, bins, under bins, racks, crisper glass, butter compartment and/or dish, top and sides.
- Freezer (inside and out). Defrost if necessary, **do not use sharp objects to defrost!**
- Stove (inside and out). NOTE: **DO NOT USE OVEN CLEANER ON SELF-CLEANING OVENS, OR ON DRIP PANS AND BURNERS**. Clean surface areas, burners, drip pans (may need to be replaced), beneath drip pans, broiler pan and rack, exhaust hood, range drawer (if applicable), oven door, oven, and oven racks. Replace filters, if applicable.
- Dishwasher (wipe down door, inside and out).
- Sinks (scour and clean). Clear garbage disposal of any debris and flush with plenty of cold water, if applicable.
- Cabinets, cupboards and drawers (inside and out). Wipe down both side of doors and facings all shelves.
- Counters (scour and clean).
- Floor (mop and scrub, but do not wax).

3. Bathroom(s)

- Tub and/or shower (scour and clean). Discolored grout around tile squares can and should be cleaned. (Tilex is good for this purpose). Shower doors should be wiped down and door tracks cleaned.
- Toilet (insider and out, including surrounding areas).
- Medicine cabinet (inside and out, including shelves, door, tracks and mirror).
- Sink (inside and out, including cabinet, if applicable).
- Mop floor, especially around toilet.
- Wipe down ceiling, fan, towel bars and shower rods.

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 7158). This information is as follows:

OCCUPANCY LIMITS

- A. The dwelling unit you will be renting or leasing at the address of 123 Main Street, , Boulder, CO, 80302 may be occupied by no more than ___ unrelated persons.
(Occupancy information can be obtained by calling 303-441-1880)**
- B. Under the current lease or rental agreement, the only people permitted to occupy the dwelling unit are: Tenant 1, Tenant 2, Tenant 3.**
- C. City of Boulder laws permit a renter or lease holder to have a temporary house guest. However, if any guest becomes a resident of the apartment or dwelling unit, and if this produces a violation of the legal occupancy limit, a criminal prosecution can result.
- D. Violations of the occupancy laws of the City of Boulder can result in criminal prosecutions and fines of up to \$2,000.00 for each day in violation.

NOISE ORDINANCES

The City of Boulder has several ordinances that regulate noise. Violations of any of these ordinances can result in criminal prosecutions. The law includes:

- 1. Disruption of Quiet Enjoyment of the Home, Section 5-3-8, B.R.C. 1981.** This focuses on individual who engage in loud behavior that disrupts a neighbor who is in his or her own home.
- 2. Unreasonable Noise, Section 5-6-1, B.R.C. 1981.** This is a provision which can be used when officers, standing more than 100 feet away from a noise source, hear amplified music in a residential zone after 11:00 p.m.
- 3. Excessive Sound Levels, Sections 5-6-2, B.R.C. 1981.** This is based upon measuring sound levels with meters. Noise must not exceed 50 decibels between 11:00 p.m. and 7:00 a.m. in a residential zone. Late at night, the ambient or background noise level in most neighborhoods is approximately 35 decibels. A sound 15 decibels greater than background noise (50 dB), 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 a criminal prosecution and a maximum fine of up to \$1,000 and 90 days in jail.

FIREWORKS ORDINANCE:

Fireworks Section 5-6-6, B.R.C. 1981. Except for police, military & 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

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

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

Any person convicted of holding a nuisance party can be criminally prosecuted and sentenced to a fine of up to \$1,000.00 and 90 days in jail.

BEAR CONTAINERS, TRASH, DUMPING, FURNITURE, WEEDS AND SNOW REMOVAL ORDINANCES

Bear-Resistant Trash Containers Required, Section 6-3-12, B.R.C. 1981. Residents south of Sumac and west of Broadway must store trash and compost in bear-resistant containers, enclosures and/or dumpsters, or keep trash and compost securely stored within a structure at all times until the moment of pick-up. Do not overfill containers and ensure the lids are secure.

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

Illegal Dumping, Section 5-4-12, B.R.C. 1981. No person shall deposit any trash, refuse, garbage, furniture, or rubble in any dumpster or on any property without the express consent of the owner or person in control of the property.

Outdoor furniture Restricted, Section 5-4-16 B.R.C. 1981. Residents of University Hill neighborhood may not place, use, keep, store, or maintain any upholstered furniture or mattress not intended for outdoor use in any outside areas of the property.

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

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

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

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.

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.

Interest Rates on Security Deposits, Sections BRC 12-2-2 and B.R.C 1981. Interest must be paid to tenant on any security deposit for residential leases.

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

**The undersigned Tenant(s) acknowledge that any violation of any federal, state or local regulation, law or ordinance, including, but no limited to those referenced in this Addendum, by persons at the leased premises can expose the Landlord to substantial penalty and loss and substantially endanger the property of the Landlord. Consequently, all Tenants hereby acknowledge that any violation of any federal, state or local regulation, law, or ordinance by any person at the premises shall constitute a Substantial Violation of the terms of the lease, as defined

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

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

Point West Properties 2/12/2020

Tenant 1 Date

Tenant 2 Date

Tenant 3 Date

Date

Point West Properties, Inc. Authorization for Online Credit Card Transactions & Electronic Funds Transfer

All tenants at 123 Main Street, Boulder, CO do agree to pay Point West Properties a convenience fee for every online credit card payment made through the tenant Buildium (specified when making payment) account for the purposes of rent/fees etc. The convenience fee will be added to the tenants ledger and will be paid by said tenant(s) at the next rental due date according to the tenant lease. If all convenience fees are not paid by the end of the lease Point West Properties will withhold monies from the tenant deposits to recover accrued fees.

If the tenant(s) chooses to use Electronic Funds Transfer to make payments, the tenant(s) agrees to pay Point West Properties a convenience fee per transaction payable as stated above (specified while making on-line payment).

NOTE: All tenants on the lease must sign for this service to be activated.

Tenant 1 Date

Tenant 2 Date

Tenant 3 Date

Date

Point West Properties Date

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT AGENCY OR TRANSACTION-BROKERAGE.

BROKERAGE DISCLOSURE TO TENANT

DEFINITIONS OF WORKING RELATIONSHIPS

For purposes of this document, landlord includes sub-landlord and tenant includes subtenant.

Landlord's Agent: A landlord's agent works solely on behalf of the landlord to promote the interests of the landlord with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the landlord. The landlord's agent must disclose to potential tenants all adverse material facts actually known by the landlord's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the landlord.

Tenant's Agent: A tenant's agent works solely on behalf of the tenant to promote the interests of the tenant with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the tenant. The tenant's agent must disclose to potential landlords all adverse material facts actually known by the tenant's agent, including the tenant's financial ability to perform the terms of the transaction and, if a residential property, whether the tenant intends to occupy the property. A separate written tenant agency agreement is required which sets forth the duties and obligations of the broker and the tenant.

Transaction-Broker: A transaction-broker assists the tenant or landlord or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a tenant's financial ability to perform the terms of a transaction and, if a residential property, whether the tenant intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

RELATIONSHIP BETWEEN BROKER AND TENANT

Broker and Tenant referenced below have NOT entered into a tenant agency agreement. The working relationship specified below is for a specific property described as: 123 Main Street, Boulder 80302 or real estate which substantially meets the following requirements:

Tenant understands that Tenant is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Tenant.

CHECK ONE BOX ONLY:

Multiple-Person Firm. Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

One-Person Firm. If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

BDT20-10-19. BROKERAGE DISCLOSURE TO TENANT

CHECK ONE BOX ONLY:

Customer. Broker is the x landlord's agent landlord's transaction-broker and Tenant is a customer. Broker intends to perform the following list of tasks: Show the premises Prepare and Convey written offers, counteroffers and agreements to amend or extend the contract. Broker is not the agent or transaction-broker of Tenant.

Customer for Broker's Listings – Transaction-Brokerage for Other Properties. When Broker is the landlord's agent or landlord's transaction-broker, Tenant is a customer. When Broker is not the landlord's agent or landlord's transaction-broker, Broker is a transaction-broker assisting Tenant in the transaction. Broker is not the agent of Tenant.

Transaction-Brokerage Only. Broker is a transaction-broker assisting the Tenant in the transaction. Broker is not the agent of Tenant.

If Broker is acting as a transaction-broker, Tenant consents to Broker's disclosure of Tenant's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Tenant, or use such information to the detriment of Tenant.

THIS IS NOT A CONTRACT.

If this is a residential transaction, the following provision applies:

MEGAN'S LAW. If the presence of a registered sex offender is a matter of concern to Tenant, Tenant understands that Tenant must contact local law enforcement officials regarding obtaining such information.

TENANT ACKNOWLEDGMENT:

Tenant acknowledges receipt of this document on 2/12/2020.
Date

Tenant 1

Tenant 2

Tenant 3

BROKER ACKNOWLEDGMENT:

On 2/12/2020 , Broker provided Tenant 1, Tenant 2, Tenant 3, (Tenant) with this document via email and retained a copy for Broker's records. Brokerage Firms Name: Point West Properties, Inc.

X

Broker

BDT20-10-19. BROKERAGE DISCLOSURE TO TENANT