Lease Agreement

v. 1/19

1. **PARTIES**: This Lease for the rental of residential property is between

Metro West Investments, Agent

and **SAMPLE**_____

Resident(s)

The Agent authorized to manage the Leased Premises for the Owner is:

Metro West Investments
1630 30th Street, Suite 252
Boulder, CO 80301
(303) 442-5076

2. **LEASED PREMISES**: The Agent hereby Leases to Resident(s) the following described Premises:___**Your Address Boulder,Co**

The premises are "As Is". Residents acknowledge the property will not be changed prior to or after move-in, unless otherwise stated in writing. This included the installation of screen, lights, window coverings etc. The property will be professionally cleaned prior to move-in and no additional cleaning will be provided.

The Premises shall also include: See Appliance Addendum

3. **FIXED TERM**: The term of this Lease shall be from 3:00PM **August, 2020** to 12:01 PM **August 2021**. No notice to terminate at the end of such fixed term is necessary unless otherwise agreed upon in writing.

4. **RENT**:

A. The base rent for the full term of this Lease shall be paid in monthly installments of **$_Rent__** each installment due on the 25th day of each preceding month for which rent is due. (Example: September rent is due on the 25th day of August). The first month's rental payment, in the amount of **$Rent_____** is due on August 1, 2017. ***The last months rent for August 2018 is $_Rent_____***

B. Rent payments shall be made to:

METRO WEST INVESTMENTS
1630 30th Street, Suite252
Boulder, CO 80301

ONLY ONE check will be accepted. Metro West Investments will not accept payments from any person other than those named on this Lease. Parent or guardian making a payment for a Resident must indicate the name of his/her child on the memo line of the check. A charge of $10.00 per additional check will be charged if more than one check is used to pay rent or other monthly charges.

C. LATE FEES: RESIDENT(S) SHALL INCUR AND BE CHARGED $100.00 IF RENT IS NOT RECEIVED BY THE FIRST DAY OF THE MONTH FOR THE MONTH THAT RENT IS TO COVER. A $25.00 PER DAY LATE FEE WILL BE AADDED TO THE $100.00 CHARGE FOR EACH DAY THE RENT IS LATE FROM THE FIRST DAY OF THE MONTH THAT IT IS DUE. Such fee, which will be considered additional rent, may be collected immediately by the Agent, or at the Agent's option, such fee may be withheld from the Resident's Security Deposit.

D. A $60.00 fee may be imposed for any Resident(s)'s check returned unpaid to Agent for any reason, whether the check is for rent, Security Deposit or other payment. Late fees will be charged if applicable. After two checks from a tenant are returned from the bank for insufficient funds or other reason, personal checks from that tenant will no longer be accepted.

E. Resident(s) agree(s) that in the event Owner/Agent is unable to deliver possession of the Leased Premises upon the date the term of this Lease is to commence, this Lease shall not be void or voidable, nor shall the Owner/Agent be liable for any loss or damage resulting therefrom, but there shall be an abatement of rent for the period between the

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5. **SECURITY DEPOSIT**:

A. By mutual agreement between Agent and Resident(s), Resident(s) agrees to pay the Security Deposit, in the total amount of $ **2 X Rent** according to the following payment schedule: **$ 1/2 due with lease signing, the second 1/2 is due by 8/1/2020**

B. Resident(s) may not use the Security Deposit in place of rent, late fees, or other payment without the written permission of Agent.

C. SECURITY DEPOSIT. At the time of signing of this Lease, Resident(s) shall deposit with the Owner/Agent he Security Deposit against the breach of any of the Resident(s) obligations contained herein, including without limitation: damage to the building of which the Rental Property is a part, common areas and buildings owned by Owner/Agent and surrounding or adjacent to the building which the Rental Property is a part, furniture, fixtures, appliances, and carpet; abandonment of the Rental Property; nonpayment of rent, late charges, insufficient check charges, and attorney's fees. To the extent the security deposit is utilized by Owner/Agent during the term of this lease. Resident(s) shall immediately upon demand reimburse Owner/Agent and restore the security deposit amount. The security deposit or other like amounts received by Owner/Agent from Resident(s) pursuant to this Lease will be held and disbursed subject to the terms of this Lease and law. Within sixty (60) days after surrender and acceptance of the Rental Property, Owner/Agent shall provide Resident(s) last known address with a written statement listing the reasons for any and all charges against the security deposit, and refund the balance of the security deposit (if any) therewith. The security deposit shall be returned to Resident(s) only after each and all of the following conditions have been met or the corresponding charges have been applied: 1) There are no unpaid charges, damages, or rents due by Resident(s); 2) The Rental Property, including all Appliances, bath rooms, floors, etc. have been thoroughly cleaned to Owner/Agents satisfaction, in accordance with any written Move-Out Policy provided, the terms of the Security Deposit Deductions/Charges Addendum, undamaged except for ordinary wear and tear. If Resident(s) fail to clean thoroughly and/or in accordance with the written Move-Out Policy, and the Security Deposit Deductions/Charges Addendum, penalty charges to complete such cleaning shall be deducted. The Resident(s) acknowledges and agrees that in no event shall said security deposit be applied by Resident(s) for any rent or charge due hereunder without the Owner/Agent's prior written approval.

Security deposit refunds will be issued in one refund check payable to one assigned Resident

_____
(Assigned Resident for Security Deposit Refund Check)

D. Security Deposit to earn simple interest of rate set by City of Boulder @ . **Varies** %.

6. **EVICTION/DEFAULT/HOLDING OVER**

B. If Resident(s) fail(s) to pay the rent or fails to comply with any of the terms and conditions of this Lease, Owner/Agent may immediately or at any time thereafter re-enter the Leased Premises and remove all persons and property either judicially or non-judicially.

C. Upon eviction or Resident(s)'s abandonment of the Premises, Resident(s) shall remain fully responsible for payment of all rent and expenses for the remainder of the Lease term. Further, Owner/Agent may, at its option at any time after your eviction or abandonment of the Premises, re-rent Premises and charge all costs of finding a new Resident to you, including, but not limited to, lost rents, advertising, utilities, cleaning and repairs and Two Hundred Dollars ($200) for Owner/Agents' administrative time.

D. In the event Owner/Agent determines Resident(s) has(ve) abandoned the Premises and or any Storage areas, Owner/Agent shall have the right to remove all the Resident(s)'s property from the Premises or Storage area and dispose of said property in such a manner as determined best by Owner/ Agent, all at the cost and expense of the Resident(s)and without liability of Owner/Agent. In addition to the preceding, Owner/Agent shall have available any and all rights and remedies available under the Statutes of the State of Colorado.

E. No delay or omission of Owner/Agent to exercise any right or power arising from any default or Resident(s) shall impair any such right or power or shall be considered to be a waiver of such default or acquiescence in such default. The acceptance of rent or partial rent, by Owner/agent shall not be deemed to be a waiver of any breach by Resident(s) or waiver of Owner/Agent's rights.

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personal effects at the Rental Property, commonly being present in the Rental Property or common areas of the community, or commonly parking in the person's vehicle for extended periods of time or overnight. A person may establish unauthorized occupancy of the Rental Property, and thereby create a violation of this Lease, even if that person owns or leases other residential property. Tenant is responsible for the conduct of any and all Occupant's and guests. Any person in the common areas coming to or from the Rental Property shall be Resident's guest. Owner/Agent may exclude guests or others who, in Owner/Agent's judgment, have been violating or about to violate the law, violating or about to violate this Lease or any rules, or disturbing other Residents, neighbors, visitors, or Owner/Agent representatives. Owner/Agent may also exclude from any common area a person who refuses to show photo identification or refuses to identify himself or herself as a Resident or guest of a specific property or Resident in the community. Resident(s) shall pay all fines and charges levied by the City of Boulder and any additional charges and administrative fees as deemed necessary by Owner/ Agent for any violations of paragraph 8.

7. **CARE AND USE OF PREMISES- RESPONSIBILITIES OF RESIDENT'(S):**
Resident(s) shall use the Premises for residential purposes only unless agreed in writing. Resident(s) shall not engage in any illegal activities on the Premises. Resident's agree to all charges as outlined in the Security Deposit Deductions/Charges Addendum.

A. During the term of this Lease, Resident(s) agree(s) to maintain the Premises inside and outside. Resident(s) agrees to keep property in clean and habitable condition, this includes kitchens, toilets, showers, etc.. Resident(s) shall specifically:

1. Replace expired smoke alarm batteries and light bulbs.
2. Free jammed garbage disposals., ***or pay the cost for an on-site professional help to unjam garbage disposal units. Resident's will be charged $450.00 to replace damaged garbage disposals.***
3. Light furnace, hot water heater gas pilot lights and change furnace filters, or call a professional heating company to light them or change filters at Resident(s)'s expense.
4. Pay the cost of unclogging toilets, shower, sinks, bathtub, and ***sewer lines*** when clogged by hair, paper towel, feminine hygiene products, or for any other reason. Resident agrees only toilet paper will be flushed in toilets.
5. Purchase and have general working knowledge of Fire Extinguishers.
6. ***Window screens are not a security item and owner agent does not provide them. If screens are present residents will be responsible for the cost of any damaged or missing screens $200.00 per window screen, $500.00 per patio screen door replacement.***
7. Clearly mark and secure any belongings of resident stored in any storage areas. Residents indemnify Owner/Agent, principals, employees, and or Contractors of any loss resulting in any such belongings that maybe lost, discarded or disposed of any such storage areas.
8. **MOLD.** Resident(s) shall keep all areas of the premises thoroughly clean and dry. Resident(s) shall inspect all areas to ascertain if there are any water leaks or signs of water damage. Resident(s) shall make every effort to insure that water does no escape from shower or tub enclosures. Resident(s) shall immediately clean and dry any area where water or liquids of any kind have accumulated/spilled. Resident(s) shall keep all windows and doors closed during adverse weather or when the unit is unattended. Resident(s) shall notify Owner/Agent immediately if there is any evidence of visible accumulation of mold-like substances on hard surfaces. Resident(s) shall clean the accumulated and surrounding areas with soap and or detergent and allow the area to dry. Within 24 hours of cleaning the area, resident(s) shall apply according labeled directions a disinfectant designed to kill mold-like substances. Upon written notification by tenant Owner/Agent shall, within a reasonable time, repair water leaks, provided that such leaks are not caused by Resident(s), Occupant(s), or any Guest(s). Owner/Agent shall, within a reasonable time, clean or apply biocides to visible mold or porous surfaces such as sheetrock and ceilings provided the visible mold was not caused by the misuse or neglect of Resident(s), Occupant(s), or any Guest(s). Resident(s) hereby indemnifies and holds Owner/Agent harmless and releases Owner/Agent from any and all claims or actions arising from Resident(s) breach of the information in this section 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.
9. Resident's shall keep the property clean inside and out. If property is not kept in a reasonably clean manner To Owner/Agents Satisfaction Resident's shall pay Owner/Agent a minimum cleaning fee of $350.00 for a professional cleaning service to clean the unit. Resident will be responsible for Actual Cleaning charges if higher.
10. Marijuana. Resident shall not cause or permit any grow facility, cultivation or otherwise any horticultural activities, growth or production of marijuana, or marijuana products (i.e. edibles) to be brought upon, kept or used in or about the Leased Premises by Resident, its agents, employees, contractors or invitees of Resident's. This includes marijuana whether for medical reasons or otherwise. If Resident breaches this obligation it shall be deemed a substantial violation of this Lease Agreement, as defined in § 13-40-107.5, C.R.S., and the Resident shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation, diminution in value of the Leased Premises, damages from loss or restriction of use of rentable or usable space or of any amenity of the Leased Premises, damages, arising from any adverse impact on marketing of space and sums paid in settlement of claims, attorney fees, consultant fees and expert fees) which arise during or after the lease term as a result of such contamination.

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9. Resident(s) will not place or display anything in windows, on balconies, or alter the exterior appearance in any way with any air conditioner, lights, flags or banners. Nothing will be hung on entry doors of any kind. Resident)s) will pay fines for violations.
10. **Barbecue Grills.** Fire codes prohibit charcoal grills and other open flame cooking appliances on combustible balconies or within 10 feet of combustible construction such as wood balconies and wood product siding.In the event that the City of Boulder fire code allow for gas barbecue grills, only camp size SMALL 1 pound gas cylinders allowed.
11. **Deep Fryers.** Deep Fryers are strictly prohibited ***inside or outside the property.***

C. Owner/Agent does not provide "lock out" service. Resident(s) agree(s) to pay the cost of the locksmith service in the event that Resident(s) is/are locked out. Resident(s) may NOT change or re-key locks at any time for either Entry or Interior(bedroom) rooms. Any lock(s), locking door knobs that are altered by residents will be re-keyed ,replaced at residents expenses without notice.

D. If Resident(s) leave(s) any personal property behind in Premises and or any Storage areas when leaving it is because Resident(s) intended to abandon the property and Owner/Agent will charge Resident(s) for the cost of disposing of the abandoned property as set forth in paragraph 7 above.

8. **UTILITIES**: Resident(s) shall be responsible for paying for the following utilities or services connected with the Premises (check those applicable). ***Utility expenses are in addition to their rent***
1. _X__water 2. __**X**_ natural gas 3. ___**X** telephone 4. ___**X** cable TV 5. ___sewer 6. ___**X** electricity 7. __**X**__trash pick-up/inspection 8. _**X**__common area cleaning (laundry room, foyers, hallways, parking areas, garage, yards, etc.) 9. __X__recycling 10. _**X**__snow removal.

Resident(s) must not allow utilities to be disconnected. Owner/Agent, at their option, may pay any past due utility bill on behalf of Resident(s), add the amount paid to the balance due by Resident(s) under this Lease and utilize all remedies available against Resident(s) for nonpayment of amounts Resident(s) for nonpayment of amounts due under this Lease, including termination of the right of possession and the accruing of late fees on the amounts advanced. Landlord does not warrant that utility services will be uninterrupted during the term of this Lease. ***Owner/Agent may deduct the cost of unpaid utilities/Common Utilities from the security deposit refund.***

a. **COMMON UTILITIES.** In addition to the above-referenced utilities and services, Residents shall pay $__**Varies**____ per month directly to Owner/Agent, for Residents' estimated pro-rata share of common utilities and services for the Premises. ***These common utility charges may cover utility expenses such as Water, Sewer, Trash removal, snow removal etc..***This additional amount is due and payable together with and in addition to each month's rent payment, and such costs are part of the Rent due hereunder. Owner/Agent may adjust the estimated pro-rata share of common utilities and services as necessary, to reflect the actual billing costs for such utilities or services. At the time of any such adjustment, Residents shall be obligated to pay the adjusted amount on a monthly basis thereafter, or the Owner/Agent may deduct such amount from the Security Deposit upon termination of this Lease. In the event that common utility estimates were or are higher than the actual bills, estimates shall be adjusted accordingly and Residents shall receive a credit from Owner/Agent, which credit shall be applied to the Security Deposit. In the event that actual bills are higher than estimates and/or Residents' actual utility payments hereunder, then Owner/Agent may deduct such amount from the Security Deposit as necessary.

b. By the beginning of the Lease term, Resident(s) shall have arranged for such utilities or services (as checked above) and for billing to be put into the Resident(s) name. Failure to do so will result in a $50.00 accounting charge to be paid by Resident(s). Agent recommends interior wire Maintenance Plan to be purchased by Resident(s), from the telephone company.

Excel Energy (gas/electricity)	800-895-4999
Qwest Communications (telephone)	(800) 244-1111
Comcast	(800) 934-6489
Western Cable (Dish Network)	800-843-4742 ***Resident's may not attach a satellite to the property. Fines will occur***

9. **ENTRY BY OWNER/AGENT**: Resident(s) expressly agrees to permit Owner/Agents or its employees to enter the Leased Premises, including storage areas, without notice, at any reasonable time for the purpose of inspection, repair, redecorating, painting or maintenance of the Leased Premises or to show the Leased Premises to any prospective Resident(s), buyer, loan or insurance agent.

10.ASSIGNMENT/SUBLEASE/RELEASE: Resident(s) shall not assign this Lease, or subject any portion of the Leased Premises, for any part or all of the term of the Lease without prior written consent of Owner/Agent. In the event

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and administrative fees, as deemed necessary by Owner/Agent, without additional notice to Resident(s) and Resident(s) shall be subject to immediate eviction at the option of Owner/Agent.

12. **RULES AND REGULATIONS**: Owner/Agent reserves the right to adopt and promulgate reasonable rules and regulations applicable to the use of the Premises and to amend those rules or regulations at any time. Notice of any such rules and regulations and amendments shall be given to Resident(s), and Resident(s) agree(s) to comply with and observe those rules and regulations and amendments.

13. **CHECK-IN/CHECK-OUT SHEET**: A check-in/check-out sheet shall be completed and signed by Resident(s) and approved by Owner/Agent, within ten days of occupancy. If Residents(s) fail(s) to return completed check-in/check-out sheet ***within 10 days***, Resident(s) acknowledges no damage to the property and is/are liable for any charges by Owner/Agent.

14. **REPAIRS, MAINTENANCE AND CARE OF PREMISES**:

A. If Resident(s) believe(s) repairs are necessary, Resident(s) should contact Owner/Agent and request such repairs, by emailing **servicerequest@metrowestinvestments.com.** Resident(s) shall pay all charges (other than for normal wear and tear) for the repair of damage to the Premises or common areas caused by the negligence, or willful acts of the Resident(s), members of the Resident(s)'s household, passers by or guests. Excessive damage to the Premises by Resident(s), members of the Resident(s)'s household, or guests shall be grounds for Owner/Agent to evict Resident(s).

B. Resident(s) will be responsible for repairs to telephone jacks, lines and any other repairs necessary for telephone service. Agent recommends Resident(s) to purchase from the telephone company, an interior Wire Maintenance Plan with telephone service.

C. Resident(s) shall not make repairs or physical alterations without prior written consent of Owner/Agent. Any alterations to the property are subject to a minimum fine of $1000.00.

D. Satellite dishes may not be attached to the property. If Residents attach a Satellite dish to the property there will be a $1000.00 fine, and the Satellite dish will be removed immediately.

E. Screens. Screens are not security item. Screens are not provided, if Residents want screens they can purchase a temporary expandable window screen at the hardware store. If screens are present Residents will be responsible for costs associated with installing, repairing, reinstalling screens, screen doors and sliding screen doors.

F. Resident(s) agree(s) at the end of the term of this Lease to clean and return the Premises and any storage areas to Owner/agent in substantially as good condition as when received. If deemed necessary by Owner/Agent, after Resident(s) vacate(s) the Leased Premises, a final cleaning of the Leased Premises will be preformed by Agents or employees of the Owner/Agent, including (without limitation), cleaning of appliances, furniture and fixtures and storage areas.

G. It is expressly understood and agreed that steam cleaning of carpets, and vinyl floors will be performed by Owner/Agent and the cost of such steam cleaning and final cleaning charges, shall be deducted from Resident(s) Security Deposit.

H. It is expressly understood and agreed that a minimum redecoration fee $250.00 will be automatically deducted from Resident(s) Security Deposit. If deemed necessary by Owner/Agent additional cleaning be performed beyond the minimum, and cost of such cleaning shall be deducted from Resident(s) Security Deposit.

15. **OUTSIDE MAINTENANCE**:

A. Resident(s) shall be responsible for the routine care and maintenance of the yard and outside areas as follows (check) those applicable):

1. _____ mowing lawn 2. _____ raking leaves 3. _____ removing leaves 4. ___X__ watering lawn, shrubs, and trees 5. __X__ clean up of trash in or around the yard (including delivered newspapers, neighborhood litter, etc.) 6. __X__ cost of removing snow/ice from sidewalks/walkways 7. _____

B. If Resident(s)'s obligation to perform any task set forth in paragraph 16A is not done to Owner/Agent's reasonable satisfaction, following notice (either written or verbal) of Owner/Agent's dissatisfaction, Owner/Agent may, but shall not be obligated to cause such work to be performed and Resident(s) will promptly pay for same. Resident(s) will pay all fines/charges levied by the City of Boulder and or other Government Agencies and any other charges levied by

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B. **MOTOR VEHICLES.** Owner/Agent is not responsible for the safety of or damages to Resident(s), Occupant(s), or any Guest(s) automobiles. Owner/Agent may regulate the time, manner and place of paring cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Owner/Agent may change the configuration or allocation of parking places at any time. Owner/Agent may have vehicles parked in violation of the lease, rules, or posted signs towed off the premises by the Owner/Agent or hired towing company at vehicle owners' expense, with or without prior notice. A vehicle is prohibited on the property and may be immediately towed, without prior notification of any kind if the vehicle: (1) is parked in a marked handicap space without the legally required handicap insignia; (2) blocks another vehicle from exiting; (3) is parked in a fire lane or designated "no parking" area; or (4) is parked in a space marked for other Resident(s) or unit(s). A vehicle is prohibited on the property and may be immediately towed, if the vehicle: (1) is abandoned, unlicensed, derelict, inoperable; (2) has flat tires of other conditions rendering it inoperable; (3) has an expired license or inspection sticker; (4) takes up more than one parking space; (5) belongs to a Resident or Occupant who has surrendered or abandoned the Rental Property; or (6) is the type of vehicle prohibited below, and Resident has failed to obtain Owner/Agent's prior written consent. In the event the Owner/Agent is fined or incurs any cost associate with Residents', Occupants', or Guests' vehicle, Resident(s) shall immediately reimburse Owner/Agent for such amounts. Resident(s) further agree not to store and/or park any trailer, camper, boat, or any similar recreational item or vehicle in the community without the written consent of the Owner/Agent.

19. **PERSONAL PROPERTY AND INSURANCE**: Owner/Agent's insurance does not cover Resident(s) personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, plumbing problems (water or sewer) or other similar cause. Landlord does not warrant, Represent or Guarantee the safety of Resident(s), occupants or guest's personal property. Resident(s) hereby releases Landlord from any and all claims for damage or loss to Tenant(s)personal property and shall indemnify and hold landlord harmless, including Landlord's attorney fees and costs, from any claims associated with Resident(s) personal property regardless of by whom such claims are brought, including Resident(s) insurer. Landlord advises Resident(s) to obtain insurance for losses due to theft, fire, smoke, water damage, and the like. Landlord's insurance policies provide no coverage for Resident(s) property, including Resident(s) automobile.

20. **ATTORNEY'S FEES**: In the event Owner/Agent takes any action to collect or enforce any provision of this Lease, or if resident gives cause for owner/agent to hire an attorney for any violation to this agreement or violation of law, or any action caused by resident(s), Resident(s) will pay to Owner/Agent on demand all costs and expenses incurred by Owner/Agent with respect to the same including, without limitation, reasonable attorney's fees and court costs to the extent not expressly prohibited by applicable law, whether or not a lawsuit is brought.

21. **LIABILITY**: Resident(s) will only be liable for the injury to any person or damage to any property caused by the negligence or willful acts of Resident(s), members of Residents house hold or Guest or passer by. Owner/Agent will only be liable for the injury to any person or damage to property caused by the negligence of Owner/Agent.

22. **SUBORDINATION**: This Lease shall be subordinate to all existing and future mortgages and deeds of trust upon the property.

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

24. **SEVERABILITY**: The unenforceability of any provision or provisions of this Lease shall not affect the enforceability of any other provision or provisions.

25. **JOINT AND SEVERAL LIABILITY**: If this Lease is signed on behalf of Resident(s) by more than one person, then the liability of the persons so signing shall be joint and several. The language "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 obligations of this Lease.

26. **DISCLOSURE OF INFORMATION**: Owner/Agent may disclose the identities and address of Resident(s) and all Occupants to any requesting law enforcement or other governmental agency, including the U.S. Census Bureau. Owner/Agent shall not be obligated to disclose any information to any other third-party.
26. Cont: At Owner/Agent's discretion, Owner/Agent may disclose information regarding rental history if requested by Resident(s) in writing.

27. Resident(s) acknowledge(s) receipt of Lead-Based Paint Disclosure and the pamphlet "Protect Your Family from Lead in Your Home".

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prohibited in or near by pools and other common areas. Owner/Agent may regulate: (1) the use of patios, balconies, and porches, including the prohibition of the storage or use of furniture, barbecue grills and flammable substances; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. THERE IS NO IMPLIED COVENANT OF QUITE ENJOYMENT OR WARRANTY OF HABITABILITY OF THE RENTAL PROPERTY ASSOCIATED WITH THIS LEASE. LANDLORD DOES NOT REPRESENT OR WARRANT THE BEHAVIOR OF ANY THIRD-PARTIES, INCLUDING OTHER RESIDENTS, OCCUPANTS AND GUESTS OF THE COMMUNITY AND DOES NOT REPRESENT THE CONDITION OF THE RENTAL PROPERTY TO BE ANYTHING OTHER THAN AS IS. Resident(s) and all occupant(s) or guests may not engage in the following prohibited activities: loud or obnoxious conduct, including unreasonable odors; disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the community, including unreasonably hostile communications with the Owner/Agent, including unreasonably foul language; possessing a weapon prohibited by COLORADO LAW; discharging a firearm on the property; displaying or possessing a gun, knife, or other weapon; acts prohibited by statue, ordinance or rules and regulations of any government entity or homeowner association; conduct with results in the issuance of a nuisance letter or notification of violation from any governmental agency; soliciting business or contributions; using the Rental Property for reasons other than residential use to include operating a business or childcare business; storing anything in closets having gas appliances; tampering with utilities; bringing hazardous materials onto the property.

30. If Resident(s) are enrolled at the University of Colorado Boulder, Resident(s) shall be held responsible to follow the University of Colorado Student Conduct Code. Resident(s) agree(s) that any violation of the Student Conduct Code including, but not limited to: physical damage to property (ie. Holes in walls and doors, broken windows, damaged appliances) Resident(s) will be reported to the University of Colorado Judicial Affairs.

31. All Resident's agree and understand that no-one takes possession of the Property until all paperwork is complete and all invoices paid in full.

32. ADDITIONAL PROVISIONS: N/A

33. SIGNATURE/AMENDMENT OF LEASE

This Lease contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties, there have been no verbal representations to the contrary, to any terms or conditions of this written Lease.

Signed this _____ day of _____, 20____.

_____ _____

Agent

_____

_____

_____

_____

_____

EMAIL ADDRESS and Cell Phone number:
(all Residents)

How did you find us?

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