

LEASE AGREEMENT— 2995 Colorado Avenue, Boulder, CO 80303, Unit _____

1. **Parties and Premises.** This is a legally binding Lease Agreement ("Lease") between you, _____

_____, and me, "2995 Colorado Avenue LLC", c/o Matthew Johnke, 1107 12th Street #269, Boulder, CO 80302. My name: Matthew Johnke; Phone: 303-221-6400; Fax: 303-221-5200; Email: MattJohnke@gmail.com. Only those of you named above can live at the property. This is a Lease for 2995 Colorado Avenue, Unit _____, Boulder, Colorado 80303 (the "Premises").

2. **Term and Payments.** This Lease starts at noon on August ____, 20____, and ends, with no notice necessary, at noon on August ____, 20____. Rent due on or before the 1st of each month shall be \$ _____, which includes \$ _____ for the lease payment, plus \$ _____ for commonly-shared gas/heat, exterior electric, water and trash utilities ("Utility Escrow"), plus \$ _____ for mowing, weeding and snow shoveling ("Grounds Fee"). Date of payment shall be determined by the earlier of the postmark or delivery date. "Rent" shall be considered to include all lease payments, Utility Escrows, Grounds Fees, and all other fees, charges, sums or damages or money owed by you. The Rent due for the first and last month of the Lease is prorated, with the first month's proration due prior to occupancy.

You shall make payment with one check for the Rent due for the month. A charge of \$15 will be imposed for each additional check. If you do not pay your Rent on time, you'll have to pay \$10 per day late fee starting on the 2nd day of the month. I reserve the right to bill you for all, part, or none of your late fees as they accrue and collect any unpaid portion from your Deposit. If your Rent is returned unpaid by your bank, you'll have to pay \$100 plus the late fee until you pay all Rent due. After the first returned check, you agree to pay all future Rent in money order or cashiers check. Your obligation to pay the Rent shall continue for the full term of this Lease, except to the extent that I recover any amounts due under this Lease from subsequent tenants.

3. **Explanation of Utilities.** The Utility Escrow is for those commonly-shared gas, electric, water, and trash services benefitting more than one apartment unit, in which individualized metering is not available. Your Premises is being assessed a prorated portion of commonly-shared-utility expenses determined by adding the number of bedrooms in your unit, and dividing by the total number of bedrooms using each common utility. If the actual cost of commonly-shared-utilities during the Lease period differs from the Utility Escrow, then the difference shall be reconciled at the time that your Deposit is refunded. You are responsible for arranging and having billed to you directly Xcel interior electric, cable TV, internet, and telephone, and your Rent does not include these items.

4. **Deposit.** Your Deposit is \$ _____. Prior to the start of your lease, this Deposit is earnest money and will be forfeited if you cancel the Lease or never occupy the Premises without my written permission. If you pay the Deposit with a check that bounces, I can cancel this Lease and rent to someone else, even if I can't contact you first. Once you pay your first month's Rent and occupy the Premises, the Deposit will be held to secure the performance of this Lease. Your Deposit can never be used as in lieu of payment of Rent, unless specifically noted otherwise herein. I can use the Deposit to pay for any losses suffered due to you breaking the terms of this Lease and as allowed by law. If I suffer losses greater than the Deposit, you will pay me the extra. I will return the Deposit, minus expenses and plus credits, in one check, made payable to all of you named herein, within 60 days following the expiration of the Lease to:

5. **Subleasing and Guests.** You are responsible for all subleasing. You shall not sublet any portion of the Premises, for any part or all of the term of this Lease, without my prior written consent. In the event that one or more of you sublease all or part of the Premises, including without my permission, there will be a \$100 charge for each replaced resident. The new resident shall read and sign the "Subleasing Agreement". Any additional Deposit will be held by me. If you leave, or get evicted, without finding a suitable replacement, I will try to find a new tenant for you, in which case you'll have to pay me \$350 for my trouble, including, but not limited to, all other losses, such as Rent, utilities, leasing fees, and advertising. Guests cannot stay more than seven days in any month.

6. **Governing Laws.** You agree not to use the Premises for illegal purposes and will abide by zoning regulations. You agree not to make excessive noise or disturbance that becomes a nuisance to the neighbors. You shall pay a fine to me of \$250 for each ticket issued by the City of Boulder related to underaged drinking, noise violations, and/or nuisances parties. You hereby indemnify me if any government entity brings charges for violation by you of any laws or regulations, and will reimburse me for any related expenses.

7. **Maintaining "As-Is".** You hereby accept the Premises "as-is", except scheduled improvements noted herein, and may terminate this Lease only if possession is not delivered within ten days of its commencement. You agree to maintain the Premises inside and out, except for "normal wear and tear", as defined by Colorado law. Damage to common areas and cleanup of trash, where the responsibility cannot be determined, will be divided among all renters of the property. I don't normally come into your home, and therefore expect you to let me know immediately of any dangerous condition. You shall be responsible for damage or injury that resulted from your not promptly notifying me of a necessary maintenance requirement. You are responsible to take necessary action to mitigate all ongoing damage; I agree to reimburse you for your reasonable costs incurred in the event that you were not responsible for the original cause.

You won't leave indoor furniture outdoors. You agree to keep the yard, porch and decks, free of trash, personal items, indoor furniture and other items that will detract from the general appearance of the property. You won't keep any inoperable vehicles on the property or on the road out front. You will not use the grass as a parking or access area. You will put a new battery in the smoke or CO alarm if it dies.

8. **Accidental Damage.** I am not liable for damages to your possessions for situations including, but not limited to, failure to furnish utilities by any cause beyond my control, strikes, equipment breakage, power shortages, frozen pipes, accidental water damage, and theft. You shall be liable for injury to yourself that results while you are on the property, or for injury to other third parties invited by you while they are on the property. You agree to obtain Renters' insurance, and shall indemnify me for any liability that I would suffer as a result of lack of such insurance, and will reimburse me for any related expenses.

9. **Repairs and Maintenance.** In the event of partial loss of functional use of your Premises for reasons including, but not limited to, roof leaks, mold, pests, equipment breakdown and plumbing problems, you agree that there shall be no Rent credit or other compensation, and that you shall remain liable for Rent through the term of this Lease. I agree to act in good faith in mitigating such problems. You agree that uncompensated inconveniences and hardships are part of life, shall give me reasonable time to complete all work, and accept that delays due to weather or scheduling may be unavoidable.

You are responsible for repairs and maintenance as a result of your negligence or abuse. You will pay for the clearing of sewer lines from obstructions other than toilet paper. You are responsible for all lockouts. If you paint, at my discretion, you may be responsible for repainting. You are responsible for keeping the stairs and sidewalks, from your Premises to the property boundary, free of snow and ice, even if a third party

is also providing part of this service. You are responsible for all glass breakage affecting your Premises.

You shall immediately notify me in writing of the apparent presence of any pests on the property. Pests include, but are not limited to, cockroaches, bed bugs, spiders, ants and mice. You hereby assign to me the role of implementing all pest treatment plans, as recommended by a qualified specialist. You shall cooperate with all treatments that include your Premises. Those pests reported during the first 30 days of this Lease, in both the premises reporting the problem and of those physically adjacent apartments, shall thereafter be my responsibility, whereas, the presence of pests in your Premises in all other circumstances shall be your responsibility. If certain pests are my responsibility, you shall not receive Rent credit or other compensation, provided that I am acting in good faith in mitigating the problem. If a certain pest problem is initially my responsibility, as defined herein, you subsequently shall become responsible for such pests in your Premises once you do not cooperate with treatments. Responsibility for pests, determined as such from the parameters herein, shall include, but not be limited to, habitability, treatment costs, vacancy loss, medical care and temporary lodging. So long as you cooperate with treatments, your responsibility shall not extend to more than your Premises, whereas, if you fail to cooperate, you agree that you may subsequently be held responsible for the presence of pests in other apartments. In addition to the liability defined herein, you agree that I may impose a \$100 fine each time you do not cooperate with treatments.

10. Habitability. In the event the entire Premises becomes uninhabitable due to a cause that is my responsibility, you hereby give me two weeks to correct the problem, in exchange solely for free Rent during the remedial period. If the period of uninhabitability due to a cause that is my responsibility exceeds two weeks, you hereby give me the option of providing hotel lodging near CU, a meal per diem of \$25 per bedroom per day, and free rent during the remedial period. If you are responsible for the problem, you hereby assign to me the role of implementing all remedial plans, as recommended by a qualified specialist, and you shall be liable for the costs thereof. The remedial period shall begin the day after I receive your written notification.

11. Security. You are responsible for making sure that your Premises is secure, and that all doors and windows are lockable in the manner that you deem necessary for your personal safety, and the protection of your belongings. You are hereby authorized to make any modifications at any time that you deem necessary in this regard, and to subtract the cost thereof from the subsequent month's Rent.

12. Pets. You will not keep any pets at the property, except _____. Each authorized pet will incur a \$50 additional monthly fee. You will clean up after dogs immediately, and if you don't, I can hire a service to do so at your expense. If you have a pet without my written permission, you will be assessed \$300 per month for those months it is on the premises for any part of one or more days. Visiting pets are unauthorized, and will cause the \$300 monthly penalty to be imposed for those months that the pet is on the premises for any part of one or more days. Once it is determined you have an unauthorized pet at the premises, it is your burden to prove that the animal has permanently found another home.

13. Agent Access. You agree to allow me, and those acting on my behalf, to enter the Premises at any reasonable time to inspect, appraise, show, or perform repairs, maintenance and other activities that are part of the customary operations of a rental property. You shall permit all such visits provided that a notice of 3 or more hours was attempted. You also agree to have the Premises reasonably tidy prior to showings in which you were given 24 or more hours notice. If you do not permit a visit under the parameters defined herein, there shall be a \$100 fine for each infraction.

14. Early Termination. I may terminate this Lease with 30 days notice to you. If our Lease is terminated prior to the end of the fixed term, you will receive a buyout for the inconvenience of an early move, equal to two months rent, or the remaining rent due for the term of the Lease, whichever is less. However, in the unique situation that I terminate our Lease with 60 or more days notice, and a termination date effective from May 15-31, there shall be no buyout due.

15. Move-Out. You will pay \$250 for the first two-hour period, or fraction thereof, that you have not entirely vacated the Premises after the end of this Lease, and thereafter pay \$300 for each 24-hour period, or fraction thereof, the Premises is not vacated. Upon moveout, you are responsible for replacement of all smoke and CO detector batteries, burnt out lightbulbs, and \$25 for the cost of re-keying each lock. If you can't spotlessly clean the place when you leave, including windows inside and out, and carpeting, you hereby contract for me to have the cleaning done at your expense.

If you don't leave at the end of the Lease term, I may remove your property to make way for the next resident. If I have to do this, you agree that I shall not be responsible for any damages or loss. You would be responsible for any losses suffered by me or the next resident, including, but not limited to, hotel bills, meals out, and storage.

16. Non-Compliance and Attorneys Fees. If you don't comply with the terms of this Lease, I may evict you. If you leave or are evicted, you will remain liable for any loss of Rent for the remainder of the term, even though you are served with a 3-day notice or other eviction documents. Each of you will act as agent for the others for services of legal papers and documents. If you and I become involved in legal action against one another, each party will pay their own attorneys fees and costs, regardless of who prevails in such legal action, except in the specific instances of this Lease in which you agreed to indemnify me and reimburse me for those related costs.

17. Waiver and Liability. Any waiver of any breach of this Lease will not be considered to be a continuing waiver of future breaches. If any provision of this Lease is unenforceable, the other provisions remain in effect. Everyone who signs this Lease is jointly and severally liable. If your room-mate doesn't pay a share of Rent, or uphold a provision of this Lease, you are liable.

18. Additional Provisions. \$ _____ portion of deposit is hereby receipted; additional \$ _____ deposit shall be due on or before _____. Attached to this Lease is the layout of the remodeled _____-Bedroom, _____-Bathroom floorplan for Unit _____ that I will provide you upon commencement of this Lease, as well as an Amenities List itemizing the custom upgrades that will be included in your Premises. You and I have initialed these documents, and they are hereby a part of this Lease Agreement. _____.

This Lease and subsequent agreements shall be valid in both the original and electronic form, including facsimile, email and internet. Documents with original signatures shall be provided upon request of any party. This is our entire agreement and can only be amended in writing, agreed by all of us.
