

LEASE AGREEMENT— 735-737 19th Street, Boulder, CO 80303, Unit _____

This is a legally binding lease agreement between you, _____, and me,

_____ , and me,
Matt Johnke (c/o CFM Payment Processing, 3110 So. Wadsworth Blvd, #303, Lakewood, CO 80227), or any other address that I dictate. (Phone: 303-221-6400)

This is a lease for _____ 19th Street, Boulder, Colorado 80303. This lease starts at noon on August _____, 20____, and ends, with no notice necessary, at noon on August _____, 20____. \$_____ rent, plus \$_____ for commonly-shared water and trash utilities (“utility escrow”) is due by 5:00 on the 1st day of each month. The amount due for the first and last month of the lease is prorated, with the first month's proration due prior to occupancy. The commonly-shared-utilities are those water and trash services benefitting more than one apartment unit, in which individualized metering is not available by the service provider. Your specific unit is being assessed a prorated portion of commonly-shared-utilities determined by dividing the number of bedrooms in your unit divided by the total number of bedrooms using each commonly-shared-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 Security Deposit is refunded. Any fees charged by the trash company beyond the normal pick-up charge will be incurred by you. You are responsible for arranging and having billed to you directly the electric, gas, and other utilities that are individually metered to your unit.

If you do not pay your rent and amount for utilities on time, you'll have to pay \$10.00 per day late fees. 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. We agree that these are reasonable charges. If your rent and utility payment is returned unpaid by your bank, you'll have to pay \$100.00 plus the appropriate late fee per day until you bring me a cashiers check, or cash, to cover the original amount plus the fees due. After the first returned check, you agree to pay all future rents in cash or money order. Monies paid by you to me shall be applied first to the payment of utilities reimbursement, late fees, if applicable, attorney fees, if applicable, with the balance being applied to rent due, if any.

Earnest Money/ Security Deposit is \$_____. Prior to the start of your lease, this amount is Earnest Money and will be forfeited if you cancel the lease or never occupy the property without my written permission. Once you pay your first month's rent and occupy the property, this amount will be earmarked as a Security Deposit. Your obligation to pay the rent shall continue for the full term of this lease, notwithstanding any such re-rental of the lease premises. I pay interest on your Security Deposit as stipulated by the City of Boulder. I can use the Security 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 Security Deposit, you will owe me the extra. If you pay the Earnest Money/ Security Deposit with a check that bounces, I can cancel this lease and rent to someone else, even if I can't contact you first. I will return the Security Deposit (minus expenses and plus interest) in one check, made payable to all of you named in this lease, within 60 days following the expiration of the lease to:

TENANT'S NAME PERMANENT ADDRESS FOR DEPOSIT RETURN PARENT'S PHONE #

Only those of you named above can live at the property. Resident(s) shall make payment of rent with one check for the total amount due for the month. Resident shall not sublet any portion of the leased premises, for any part or all of the term of this lease without prior written consent of owner. There will be a \$75.00 subleasing charge each time subleasing occurs. Resident shall read and sign the "Subleasing Agreement". All security deposits will be held by owner. 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 \$250.00 for my trouble, in addition to all other losses, such as lost rent, utilities, advertising, etc. Guests cannot stay more than seven days in any month. You agree not to use the property for illegal purposes and will abide by zoning regulations. You agree to indemnify me if any government entity brings charges for violation of any laws or regulations. You will pay \$250 for each 24-hour period or fraction thereof that you have not entirely vacated the premises after the end of this lease.

You agree to maintain the property inside and out, in as good a condition as it is now in, except for "normal wear and tear", as defined by Colorado law. Damage to common areas, and cleanup of trash on the grounds, 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 may be held

responsible damage that resulted from your not notifying me of a necessary maintenance requirement.

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. I am not liable for injury that results to you while you are on the premises, or for injury to other third parties invited by you while they are on the premises. You agree to obtain Renters' insurance.

You are responsible for making sure that your leased 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. You are responsible for other incidental repairs and maintenance that total less than \$75.00 for each incidence, and I am responsible for repairs in excess of this threshold, unless the matter was the result of your abuse or negligence, in which case you are responsible for all charges. You are responsible for notifying me if the grass is not being adequately watered and kept green. If you want to paint, call me to get the standard color I use. You won't leave indoor furniture outdoors. You won't keep any inoperable vehicles on the property or on the road out front. You will put a new battery in the smoke or CO alarm if it dies. Upon moveout, you are responsible for replacement of all smoke detector batteries, burnt out lightbulbs, and the cost of re-keying the apartment. You are responsible for keeping the stairs and sidewalks, from your unit to the street sidewalk, free of snow and ice, even if I pay someone at my expense for this service.

You agree to keep the front and back yard, as well as the porch, clean and free of trash, personal items, furniture and other items that will detract from the general appearance of the property. You will be responsible for the cost of resodding the lawn as necessary for any bare spots.

You agree to allow me, or my agent, to enter the premises at any reasonable time to inspect or show the property to any prospective buyer, appraiser, insurance agent, or tenant. You shall permit all such showings provided that a notice of 3 or more hours was attempted. If you do not permit a showing, there shall be an assessment of \$50 for each infraction. You also agree to have the premises clean prior to showings. If you do not have it clean, I can have this done at your expense. 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.

You agree not to make excessive noise or disturbance that becomes a nuisance to the neighbors. You will not keep any pets at the property, except _____. You will clean up after dogs immediately, if you don't, I can hire a service to do so twice a week at your expense. If you have a pet without my written permission, you will be assessed \$10.00 for each day the pet stays on the premises after I notify you it must be removed. Once it is determined you have a pet at the premises, it is your burden to prove that the animal has permanently found another home. "Visiting" unauthorized pets will be in violation of this lease.

I may terminate this lease agreement 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, with a termination effective May 15, there shall be no "buyout" due.

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 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, I won't 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.

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.

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 agreement is unenforceable, the other provisions remain in effect. Everyone who signs this lease is jointly and severally liable for the agreement (if your room-mate doesn't pay his or her share, you are liable for the whole amount).

ADDITIONAL: \$ _____ portion of deposit is hereby received; additional \$ _____ deposit shall be due on or before _____.

This is our entire agreement and can only be amended in writing, signed by all of us.

