

FourStar on the Hill Ngcug''2016-2017

Premises Address: _____ Boulder, Colorado	12 Monthly Payment Amt Equal Monthly Rent: \$ Monthly Admin. & Utility Fund: \$ Monthly Grounds Fee: \$ Monthly Parking Fee : \$ Monthly Pet Rent:\$ Monthly Storage Unit Rent:\$	Occupancy Term Begin Date: _____ 2:00pm
		First Equal Monthly Payment Due 1, 20__
Unit # _____ HOA:		
Earnest Money / Security Deposit : \$ _____ Due by: _____	Total Due Monthly:\$	Occupancy Term End Date: _____ 10:00 am Last Equal Monthly Payment Due July 1, 20__

Monthly Payment is Payable to:

Mail to: 1310 College Avenue, STE 310, Boulder CO 80302
(Office.) 303-449-0064 - (Fax.) 303-938-8829 - hilloffice@fourstarrealty.com
Online ACH Payments can be made at: www.FourStarTenantPortal.com

RESIDENTIAL BOULDER LEASE

This Lease (the "Lease") relates to the real property located at the premises address identified above (the "Premises") and the unit listed above ("Unit").

Recommendation of Legal Counsel: Lessee(s) individually or collectively, shall herinafter be referred to as Resident, acknowledges that this Lease has important legal and tax consequences. The Owner and Four Star Realty & Property Management, Inc. (hereinafter referred to as Agent), recommends that Resident consults with legal and tax counsel before signing.

Owner/Agent Relationship: In order to comply with Rule E-35 of the Colorado Real Estate Commission, we hereby disclose to Resident, that Four Star Realty & Property Management, Inc., is employed by the Owner of the property being leased to Resident via a binding Management Agreement. Said Management Agreement authorizes Four Star Realty & Property Management, Inc., to act as Agent for the Owner with all and any specific management and fiduciary duties contained therein. Resident acknowledges that Four Star Realty & Property Management, Inc. and its agents are agents of and for the Owner and are not representing the Resident as an agent for the Resident.

1.) The Resident(s) under this Lease are named below:

This Lease for the rental of residential property is between Four Star Realty & Property Management, Inc. (Agent) and

(Resident). The Agent authorized to manage the leased Premises for the Owner and to enter into this Lease is: Four Star Realty & Property Management, Inc., 1938 Pearl Street, Suite 200, Boulder, CO 80302, phone (303) 440-8200.

2.) Leased Unit

Owner/Agent hereby leases to Resident(s) the Premises described below:
 _____ (Street Address) _____ (Unit No.) _____ (City) Colorado. _____ (Zip)

The Premises shall also include: Refrigerator Dishwasher Stove Microwave Window coverings Washing machine Clothes dryer

Number of garage remote(s)if provided _____ Other _____

*If Resident is leasing the Premises "site unseen", Resident acknowledges that Agent has advised Resident of the inherent risks of such action and Resident agrees to be bound by this Lease in the event that the Resident finds any element of the Premises objectionable upon taking possession.

3.) Term (SEE ADDENDUM #1)

A. Fixed Term. The Term shall be from 2:00 pm on _____ to 10:00 am on _____, (“Term”).

No notice to terminate at the end of such fixed Term is necessary unless otherwise agreed in writing. If Resident retains possession of the Premises after expiration of the Term with the permission of Agent (hereinafter referred to as a “month-to-month extension”), Resident and Agent shall continue to be bound by the terms and conditions of this Lease on a month-to-month basis at a monthly rent rate agreed upon in writing at the time the month-to-month extension is executed by both parties. If Resident becomes a Month-to-Month Resident, either party may terminate this tenancy by giving 30 days written notice to the other to terminate this Lease.

Resident understands and acknowledges that Agent is not obligated to notify them that their Premises will be pre-leased beginning any time after the start of the Term. If the Resident wishes to renew the Lease beyond the Term, Resident must notify the Agent prior to October 1st during the Term, or the Agent will begin showing the property in efforts to pre-lease the Premises for the period following expiration of the Term. In no case is Agent obligated to renew this Lease to Resident.

B. If the Term does not begin on the first day of the month, the 12 Month Payment Plan alleviates the need to prorate the first and last month’s rent due to Agent. Resident and Agent agree that the 12 payments are equal to Fixed Term time period described above in paragraph 3A with the payment terms described in paragraph 4A, below.

4) Rent: (SEE ADDENDUM #1)

A. Fixed Term.

- The total rent due for the Term shall be \$ _____.
- The total rent due for the Term shall be paid in 12 monthly payments of \$ _____. Each such installment shall be referred to as (“Monthly Rent”).
- Total Monthly Rent, utility payments, administrative and grounds fee is \$ _____. Resident(s) agrees to pay this amount monthly.
- First payment of 12 monthly payments (plus any outstanding balance) is due Agent on _____ 01, 20 _____ and then monthly payments are due thereafter.
- Last payment of 12 Monthly Payment Plan is due to Agent on _____ 01, 20 _____.
- **Important: All payments due under this Lease are the joint and several obligations of Resident. Joint and Several is defined in Section 29 of this Lease.**

Monthly Rent, Utilities, Administrative Fees and other payments shall be made to:

1310 College Avenue, STE 310, Boulder, CO 80302
Online ACH Payments can be made at: www.FourStarTenantPortal.com

B. Utilities & Services. (SEE ADDENDUM #1)

Resident shall pay Four Star Realty & Property Management, Inc. (Agent) for the following utilities or services, plus a monthly administrative fee of \$ _____. Payments will be made in equal installments, which will be in addition to the rent, and which are based on the average utilities/services for the property in the previous year, plus any new increases. Upon termination of the lease term, Agent will reconcile the total amount that the Resident has paid versus the total utilities and services billed during the term of this lease. A written copy of this reconciliation will be available to Resident upon request. Agent will return overpayments to the Resident. Resident agrees to pay any shortfall, which will be considered additional rent and may be collected immediately by the Agent; or at Agent’s option, such charges may be withheld from Resident’s security deposit. If the actual Utility & Services costs are significantly in excess of the monthly billing to the Resident, Agent may increase the monthly billing amount, with written notice to Resident. Agent does not guarantee that the Utilities & Services costs will match the estimated costs that are billed to the Resident. The monthly Grounds Fee charge, if indicated below, will not be reconciled at the end of the lease term. The amount collected as Grounds Fee will be considered payment in full for the services associated with the Grounds Fee. See Section 19 of the lease for more information regarding the grounds fee. All terms stated in this section shall be deemed additional rent and shall be due and payable with Monthly Rent.

___ Water/Sewer. The total water/sewer bill for the period of this lease is estimated to be \$ _____ and the monthly billing will be \$ _____
 ___ Electric/Gas. The total electric/gas bill for the period of this lease is estimated to be \$ _____ and the monthly billing will be \$ _____ Resident(s) will be billed for _____
 ___ Trash. The total trash bill for the period of this lease is estimated to be \$ _____ and the monthly billing will be \$ _____
 ___ Grounds Fee. The total Grounds Fee bill for the period of this lease is \$ _____ and the monthly billing will be \$ _____
 ___ Parking Fee. The total Parking Fee bill for the period of this lease is \$ _____ and the monthly billing will be \$ _____
 ___ Other. The total Other bill for the period of this lease is estimated to be \$ _____ and the monthly billing will be \$ _____

C. Late Payment Fees: (SEE ADDENDUM #1)

Rent payments shall be made to Four Star Realty & Property Management, Inc., unless otherwise specified in this lease, at 1310 College Avenue, STE 310, Boulder, CO 80302, or via our Tenant Portal at www.FourStarTenantPortal.com. If the full Monthly Rent payment, which includes, but is not limited to Rent, Utility Funds, Admin Fees, Past Due Charges, Grounds Fees, or Maintenance Expenses, is not received by Agent before 5:00pm on the third (3rd) day of each month, Resident shall incur and be charged a late fee of \$80.00. Resident shall incur and be charged additional late fees of \$15 per day every day thereafter until the full Monthly Rent payment is received. Such fees may be collected immediately by Agent; or at Agent's option, such fee may be withheld from Resident's security deposit. The giving of such notice of intent shall not relieve Agent of any obligation pertaining to the security deposit set forth in section 6 of this Lease. Late fees may be waived if Agent agrees in writing. Resident should request such waiver by notifying Agent on or before the rental due date and mutually arranging an alternative due date. A charge of up to \$75.00 may be imposed for any Resident's check returned to Agent because of insufficient funds, whether the check is for rent, security deposit, or other payment.

5) Notices and Postings: (SEE ADDENDUM #1)

Unless otherwise specified in this Lease, all notices provided by this Lease shall be in writing and shall be delivered to the other party personally, or sent by first class mail postage prepaid, or securely and conspicuously posted or by email as follows:

Notice To Resident: at the Leased Unit, or at Resident's last known address. Notice to one Resident shall be deemed to be notice to all Residents, and each Resident hereby acknowledges and agrees to this form of notice.

To Agent: Four Star Realty & Property Management, Inc. at 1938 Pearl Street, Suite 200, Boulder, CO 80302.

All posting fees by Agent are to be charged at \$100.00 per occurrence.

6.) Earnest Money / Security Deposit: (SEE POLICY ADDENDUM)

A. Resident will pay Agent the sum of \$ _____ as earnest money ("Earnest Money") to secure Resident's performance of this Lease. Prior to the start of the Lease this amount is Earnest Money and will be forfeited if you cancel the Lease or never occupy the property without Agent's written permission. Once Resident pays the first month's rent and occupies the property, this amount becomes a security deposit ("Security Deposit"). Agent can use this amount to cover any losses Owners suffer as a result of a Resident's default under the terms of the Lease. If Owners suffer losses greater than this amount, Resident will owe the difference. Agent will return the Security Deposit plus any required interest to Resident within sixty (60) days from the expiration of Term, less any deductions, in one check payable to all Resident(s).

Resident understands and acknowledges that the security deposit refund check will be one check made payable to all Residents on the Lease. Agent cannot issue separate checks to individual Residents.

It is the Resident's responsibility to provide an updated forwarding address, otherwise the Security Deposit (minus deductions) will be mailed to the address below:

RESIDENT(S) NAME	PERMANENT ADDRESS FOR DEPOSIT RETURN	PERMANENT PHONE #
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B. Resident may not use Security Deposit in place of rent or any other payments due herein without the written permission of Agent.

C. Interest per annum from _____ shall be paid on the amount of the Security Deposit from the date the lease is executed to the date the Security Deposit is returned to resident.

D. It is the duty of Resident to return the Premises, including but not limited to outside areas required to be maintained by Resident under this Lease, to the same condition as at the commencement of this Lease

E. _____ is in possession of the Security Deposit and shall return the Security Deposit to Resident within sixty (60) days after 1) termination of this Lease or 2) surrender and acceptance of the Premises by Agent, whichever occurs last. If cause exists for retaining any portion of the Security Deposit, Agent shall provide Resident with a written statement listing the reasons for the retention of any portion of the Security Deposit. When the statement is delivered, it shall be accompanied by payment of the difference between any sum deposited and the amount retained plus applicable interest. Agent is deemed to have complied with this paragraph by mailing said statement and any payment required to the last known address of Resident.

F. Agent, at Agent's option, may use Resident's Security Deposit during the Term to fulfill Resident's obligations under this Lease. Nothing in this paragraph shall relieve Agent of any obligation created by the state deposit law set forth in Colorado Revised Statutes 1973, section 38-12-101 et seq. or the City of Boulder security deposit requirements.

7) Eviction/Holding Over: (SEE ADDENDUM #1)

A. Agent may evict Resident from the Premises or undertake other legal action to regain possession of Premises for any default of a payment obligation under this Lease or any other material breach of this Lease.

B. Resident shall continue to be liable for all payments or other obligations under the Lease and be bound by all other provisions of this Lease during the time Resident remains in possession of the Premises even though Agent has chosen to seek eviction because of Resident's breach of this Lease.

C. If the Premises are abandoned or if Resident is evicted, Resident will remain liable for any and all payments due under the terms of this Lease and for the maintenance of the Premises, and all utilities for the remainder of the term. Agent may attempt to re-lease the Premises to minimize any such loss.

D. If Resident does not vacate the Premises at the end of the Term and another Resident is waiting to occupy the Premises, Agent after notifying Resident, may remove Resident's belongings. Agent, if required by law, will exercise reasonable care in moving and storage of Resident's belongings. Resident is responsible to pay all costs and fees incurred by Agent for failure to timely vacate Premises.

E. Eviction proceeding may be initiated for reasons other than non-payment of money due under the terms of lease. Agent shall have the right to initiate eviction proceedings and evict resident for, but not limited to, the following behavioral or lifestyle issues that caused damage to the Premises or have created a nuisance for the community.

8) Occupancy: (SEE ADDENDUM #1)

No more than _____ persons may reside in the leased Premises. Resident shall not allow guests to stay upon the Premises more than 14 (fourteen) nights in any 90 (ninety) day period or such guest shall be considered a Resident.

Under the Lease, the only people permitted to occupy the Premises are listed in this Lease. City of Boulder laws permit a renter or lease holder to have a temporary house guest. However if any guest becomes a Resident, as defined in this paragraph above, and this produces a violation of the legal occupancy limit, a criminal prosecution can result. Violations of the occupancy laws of the City of Boulder can result in criminal prosecutions and fines of up to \$2,000.00 for each day in violation. If Agent receives a citation for over occupancy of the Premises, Resident shall be responsible for all financial damages levied against Agent.

To be initialed by all resident(s) _____

9) Use:

A. Resident shall use the Premises for residential purposes only, unless otherwise agreed with Agent in writing. Resident shall not engage in any illegal activities in the Premises. The conduct of illegal activity on the Premises by Resident or Resident's guests shall be deemed a material breach of this Lease and may result in termination of this Lease at Agent's sole discretion.

B. Resident shall not grow or manufacture any substance or material including, but not limited to marijuana, on the premises at any time or under any circumstances during the lease term.

10) Utilities: (SEE ADDENDUM #1)

Resident shall be responsible for paying the following utilities or services connected with the Premises. Utilities checked under section 4(b) shall be checked here as well because the Resident is responsible for payment of these utilities through the utility fund. (check those applicable):

- Water _____
- Sewer _____
- Electricity _____
- Gas _____
- Trash pick-up _____
- Cable TV (if desired) _____
- Internet (if desired) _____
- Phone (if desired) _____
- Other: _____

Resident agrees to arrange for utility hookups and billings the same day as move-in or prior to that date. Resident agrees that, at minimum, electricity, gas, sometimes water and provision for heating are required utilities, ("Required Utilities"). The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control. If Resident moves out prior to the end of the Term, they must continue to pay Rent and other payments as obligated under this Lease and Resident must leave all Required Utilities hooked up in Resident's name through the Term and make all payments to keep such service in effect.

Resident agrees that if utilities are not placed into Resident's name within three (3) days of move in, Agent will transfer the utilities for Resident at an administrative cost of \$50.00 per utility service.

Resident may not turn off any utilities or pilot lights during the term of their Lease including while they are on vacation, absent from Premises, or away for any length of time. In winter, freezing of pipes and damage to the Premises can and will occur if heat utilities are turned too low or are off. **Resident are required to keep all utilities on and heat set above 60 degrees during Lease term. Resident will be held responsible for all damages in the event of a frozen pipe(s) break caused by too low interior temperature, cessation of utilities, and hoses that are not disconnected from the property during times of freezing temperatures.**

11) Privacy: (SEE ADDENDUM #1)

Resident shall permit Agent to enter the Premises at reasonable times and upon reasonable notice or if a good faith attempt was made by Agent to contact Resident prior to entry, for the purpose of maintenance or making necessary or convenient repairs or reasonable inspections, or to show the Premises to prospective tenants, purchasers, or lenders. Entry will be made without prior notice only if Agent reasonably believes that circumstances warrant such entry or the Premises has been abandoned.

12) Assignment/Subleasing/Release (SEE ADDENDUM #12)

Resident shall not assign this Lease, or sublet any portion of the leased Premises, for any part or the full term of this Lease without prior written consent of Agent. Agent agrees to release Resident from this Lease if Resident finds a replacement Resident, approved by Agent, who will sign a new lease for the remaining term of this Lease. Agent shall exercise good faith and reasonableness in approving replacement Resident. Agent is under no obligation to allow the assignment, transfer or sublease of the Premises for any reason, if the assignment, transfer or sublease is not in the best interest of the owner.

13) Noise and Nuisance: (SEE ADDENDUM #4)

Resident agrees not to make any excessive noise or create any nuisance that will disturb the peace and quiet of neighbors.

14) Rules and Regulations: (SEE ADDENDUM #1 and #2)

This Premises may be located in a building or Community with governing documents such as Rules and Regulations. Resident agrees to abide by all Rules and Regulations in effect at the time of signing this Lease and to such amended Rules or Regulations, which Agent may reasonably require. It is the Responsibility of the Resident to obtain the Rules and Regulations that apply to a community in which the leased Premises is located. Resident agrees to obtain and to be bound by the Declarations, Bylaws, and Rules of the HOA. Failure to comply with these terms, fees and provisions shall constitute default under this Lease.

15) Check-in/Check-out Sheet: (SEE ADDENDUM #15)

A check-in/check-out form will be provided to Resident upon move in. Resident agree to complete and sign this form within seven days of occupancy in order to help protect both parties. *See reference paragraph #15 for more detail.*

16) Furnishings:

If the Premises are furnished, a separate inventory of the furnishings, including their condition, may be attached to this Lease. Both the Resident and the Agent should complete and sign this form upon Resident taking occupancy.

17) Repairs and Maintenance:

Residents shall maintain the good condition and cleanliness of the Premises throughout the Term of the Lease. Residents shall pay the cost of all materials and labor for the repairs or damages to the Premises or common areas caused by the actions or inaction of the Residents, members of Residents' household, Residents' guests or invitees, or unknown persons associated with the Resident. Resident agrees to pay for these charges when billed by Agent on or before the 1st day of the month following receipt of the bill.

Excessive damage to the Premises by Resident, members of Resident's household, or Resident's guests or invitees shall constitute a material breach of this lease and grounds for Agent to evict Resident pursuant to section seven (7) of this Lease.

For more detail regarding specific maintenance items and Resident's and Agent's responsibilities with respect to those items, please refer to Addendum #1 and Rules and Regulations Addendum #2 of this Lease.

Rental property in the City of Boulder is required to have a rental license. In order to have a rental license, the property must be in compliance with the City of Boulder Housing code, which establishes minimum health, safety, and maintenance standards for housing in the City. If Resident believes repairs are necessary, first contact Agent. If Resident thereafter believes that Agent has not been responsive, then Resident should contact the Boulder Housing Inspection Division (303 441-3152) to request assistance.

18) Constructive Eviction: When conditions beyond the control of Resident cause the Premises to become legally uninhabitable, and when Owner/Agent is responsible for remedying those conditions but does not do so within a reasonable time after notification by Resident, Resident may vacate the Premises, terminate this Lease, and owe no future rent. It is recommended by Agent that Resident consult legal counsel prior to exercising the remedy of constructive eviction.

19) Outside Maintenance (SEE ADDENDUM #19)

Resident shall pay a Grounds Fee, detailed in Section 4(b) above, in lieu of performing any specific exterior maintenance including, but not limited to, mowing, shoveling and picking up litter. See Reference Paragraph # 19 for more details.

20) Alterations to Unit: (SEE ADDENDUM #5)

Resident shall not make any alterations or repairs to the Premises including, but NOT limited to painting, drywall repair, plumbing, adding or changing door locks, altering landscaping, etc., without advance written consent of Agent. Locks may not be changed or installed on interior or exterior of doors without the advanced written consent of Agent. Any expense incurred including repairs and maintenance due to unauthorized changes will be charged to Resident.

21) Pets (SEE POLICY ADDENDUM)

No pet shall be allowed without the prior written consent of Agent. Unless specified in Reference Paragraph 21 in the Addendum.

22) Parking: Garage ___ Carport ___ Assigned ___ Unassigned ___ Street ___ Other:
Space # _____ shall be assigned to this Premises. Vehicles with expired license tags, missing plates or

vehicles which are determined by Agent to be inoperable, abandoned or improperly parked on the Premises will be towed at the vehicle owner's expense. Resident may request unauthorized vehicles to be towed. Resident will be responsible to call the towing company posted and sign off on all towing company related paperwork if Resident initiates the removal of a vehicle from the Premises

23) Insurance:

Owner's and Agent's insurance does not cover Resident's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. Renter's Insurance is required **Resident agrees to obtain and maintain a Renter's Insurance policy with minimum liability coverage of \$300,000.00 and to provide Agent with evidence of coverage prior to taking occupancy. Resident agrees to notify Agent of any changes in policy or carriers during the term of this Lease.** Resident agrees to list Four Star Realty as additionally insured and notify agent of any changes to the policy or carriers during the Term of the Lease. Unless prohibited by law, Resident waives any insurance subrogation rights or claims against the Landlord, Owner, and their insurers. Resident is required to obtain Renter's Insurance that covers relocation costs or temporary housing costs due to displacement. Owner and Agent shall not be responsible for the cost of temporary housing or relocation due to tenant displacement under any circumstances.

24) Attorneys' Fees:

All attorneys' fees incurred by Owners or Agent to enforce the terms of this Lease or collect the amounts due under this Lease shall be paid by Resident. In the event of any other legal action concerning this Lease, which results in a judgment, the losing party shall pay the prevailing party's reasonable attorneys' fees and court costs to be fixed by the court. The Agent or Owners shall be deemed to be the prevailing party in any action resulting in any monetary award to the Owners or Agent. The foregoing sentence shall not limit the Owners or Agent from being deemed the prevailing party in other actions.

25) Liability and Indemnity:

Resident shall exonerate, hold blameless, hold harmless, protect and indemnify Agent against all losses, damages, claims, suits, actions, judgments and costs which arise or grow out of any injury to or death of persons arising from or in any manner connected with the exercise of any right granted or conferred hereby, or from Resident use, maintenance, operation and or repair of the Premises, buildings, improvements and equipment thereon.

26) Subordination:

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

27) Waiver:

Any waiver, by either party or 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.

28) Severability:

The unenforceability of any provision or provisions of this Lease shall not affect the enforceability of any other provision(s).

29) Joint and Several Liability: If this Lease is signed on behalf of Resident 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 of the obligations of this Lease, except where expressly otherwise agreed between Agent and Resident. For example, one person signing this Lease may be liable for any or all damages to the Premises, even if caused by another person signing this Lease; and one person signing this Lease is liable for the total amount of Rent due, even though other persons have also signed this Lease.

30) Government and Owner / Agent Indemnification: The undersigned Resident acknowledges that any violation of any federal, state or local regulation, law or ordinance, including, but not limited to those referenced in this Lease, by persons at the leased premises can expose the Owner / Agent to substantial penalty and loss and substantially endanger the property of the Owner /Agent and persons at the Premises.

Consequently, Resident hereby acknowledges 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 entitles the Owner / Agent to possession of the premises, following a three-day Notice to Quit. Resident shall abide by all federal, state and local regulations, laws and ordinances, including but not limited to those in this Lease and shall cause any other person at the premises to do the same. Each Resident hereby indemnifies and shall hold Owner / Agent harmless from any and all liability, fines, penalties, losses and damages associated with any violation of any regulation, law, or ordinance by any Resident or other person at the property, during the term of Lease. Resident also hereby indemnifies and shall hold the Owner / Agent harmless from any and all liability, fines, penalties, losses and damages associated with any claimed violation of any regulation, law or ordinance by the Owner / Agent during the term of Lease if such violation is in any way related to the behavior, residency, or presence of any person at the premises, other than the Owner / Agent, including but not limited to claims that the Owner / Agent failed to reasonably screen or remove any Resident or other person at the premises. This obligation to indemnify and hold harmless shall be joint and several between all Residents and shall inure to the benefit of any successor in interest or assignee of the Resident and shall include any cost and attorney fees of Owner / Agent in defending such claims or enforcing this clause.

31) All parties to this Lease agree that facsimile (fax) and electronic signatures shall be binding. Any Resident submitting facsimile signatures agrees to provide Agent with the original signatures of same within 3 days of submitting facsimile signatures.

32) Execution of this Lease by Agent, is contingent upon verification, approval and acceptance of applicant's rental and employment references and/or receipt of a signed Lease Guarantee Agreements from qualified party.

The Lease Guarantee Agreements need to be returned to address below within 7 business days from each Resident's execution of this lease.

Four Star Realty and Property Management, Inc
1310 College Avenue, STE 310, Boulder CO 80302
(Office.) 303-449-0064 (Fax) 303-938-8829
hilloffice@fourstarrealty.com

If the Lease Guarantee Agreements are not received by the deadline date above, the Lease may be voided at Agent's discretion. Failure to return the completed Lease Guarantee Agreements by the deadline stated above does not automatically terminate this Lease Agreement. Resident must receive written notification from the Agent that the Lease has been terminated for failing to return the Lease Guarantee Agreements for the termination to occur. Resident will be charged 100% of one Month's Rent as a re-leasing fee. In addition, Resident will forfeit all application fee(s), holding fee(s) and all Earnest Money or Security Deposit for removing the Premises from the rental market. Resident will be responsible for all Rent payments until the Premises has been re-leased and any costs associated with the re-leasing of the property.

33) Orientation:

Residents living in the University Hill neighborhood will be required to attend a live orientation on the day of their move in from 11am to 12pm before receiving keys to their unit. This live orientation is designed to educate tenants about City of Boulder laws and ordinances as well as inform them of the challenges of living in a mixed neighborhood where students and permanent residential residents live in close proximity. This live orientation is a joint effort between Four Star Realty, the University of Colorado Off Campus Housing and Neighborhood Relations office.

34) Signatures/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 all parties.

Additional Provisions

By signing this Lease, Resident(s) acknowledges that AGENT and / or OWNERS have advised Resident(s) that this Lease has important legal consequences and that AGENT and OWNERS have recommended Resident(s) consult with legal counsel before signing this Lease.

Sign Name:	Date:
Print Name:	
Sign Name:	Date:
Print Name:	
Sign Name:	Date:
Print Name:	
Sign Name:	Date:
Print Name:	
Sign Name:	Date:
Print Name:	
Agreed and Accepted by Four Star Realty and Property Management, Inc. as Agent for Owners	
By: _____ Its: _____	Date: _____

Addendum #1

(This addendum is an integral part of the attached Lease.)

Reference Paragraph #1: Rent – Agent will accept multiple payments only through Agent's online Tenant Portal payment system. Details on how to access the Resident's Tenant Portal will be provided to the Resident at the time of move-in. If Resident chooses to pay with a check, Resident agrees to pay rent with one check. Failure to comply with this policy will result in an additional charge of \$100 to the Resident per occurrence. It is your responsibility to state your name, address and unit number on/ or with every payment. Agent will not be responsible to credit your account properly if you have not done so. Late fees and charges will apply.

Rent is due no later than the 3rd day of each month and is considered late after 5:00 p.m. on the 3rd day of each month. The rent is still considered late if the 3rd day of the month falls on a Saturday, Sunday or holiday.

Reference Paragraph #3: Term - Move in time is 2:00 pm on the date of Lease commencement. If said Premises is 1) not ready for occupancy at the time above, or 2) if by reason of the holding-over of a previous occupant, possession is delayed, or 3) if as a result of any other cause or reason beyond the control of Agent, Resident is unable to enter into and occupy the Unit at the time above, neither the Owners or the Agent shall be liable for damages therefore, but during such periods of delay, the Rent herein shall be abated.

This Lease will remain in force subject to: Abatement of Rent on a daily basis during delay. Rent abatement does not apply if delay is for cleaning or repairs that do not prevent Resident from occupying the Premises.

Reference Paragraph #5: Notices and Postings- Resident agrees to pay a \$100 administrative fee to Agent in the event that Agent has to post at Unit, a 3-Day Compliance or Demand of Possession letter. Resident further agrees to pay a \$100 administrative fee to Agent in the event that a Lease violation occurs on the part of the Resident, and Agent must post any kind of Lease violation warning letter at the Premises.

Reference Paragraph #6: Earnest Money / Security Deposit – Agent at Agent's option, may use Resident's Security Deposit during the Term to fulfill Resident's obligations under this Lease including payment of Rent and performance of necessary repairs or maintenance to the Premises, which may become necessary due to the action or inaction of the Resident, members of Resident's household or Resident's guests. To the extent that all or any portion of the Security Deposit is depleted pursuant to this paragraph, Resident shall replenish these funds up to the original amount of the Security Deposit within (10) ten days of their receipt of written notice from Agent of the amount of their obligations. Failure of Resident to replenish the Security Deposit/Earnest Money within ten (10) days shall constitute a breach of this Lease and shall be grounds for eviction.

Reference Paragraph #7: Eviction/Holding Over- If Agent obtains a judgment against Resident in a legal proceeding a \$200.00 administration fee shall be assessed against Resident in addition to any other actual losses of Agent and in addition to attorneys fees and/or court fees.

Reference Paragraph #7 (A): Resident shall deliver possession of the Premises at the expiration or termination of the Lease. Acceptance of Rent after the expiration of this Lease shall not be considered a renewal or extension of the lease term. Resident agrees to pay Agent \$300.00 per day as additional rent if Resident remains in Premises after 10:00 AM. on the termination date of the Lease without Agent's written consent. Resident will be considered a tenant at sufferance and Agent will immediately proceed with a Demand for Possession. In the event Resident holds over beyond the expiration date of this Lease without the written consent of Agent, this Lease shall not be deemed renewed. Resident shall be liable for a daily holdover charge of \$300.00 per day plus any other losses suffered by Agent and any person or persons waiting for Resident to vacate in order to take possession of the Premises under a new Lease, including but not limited to storage expenses and alternative lodging.

Addendum #1 (Continued)

(This addendum is an integral part of the attached Lease.)

Reference Paragraph #8: Occupancy - Any change in occupancy must be reported to Agent immediately. If a replacement occupant is needed, a rental application from Agent must be completed and new occupant must be approved by Agent prior to the new occupant's move in. New occupants must also complete a Lease Guarantee Agreement, if required, in order for the transfer of occupants to be fully executed, unless agreed upon by Agent in writing.

Reference Paragraph #9: Use - Disruptive, aggressive, criminal, abusive, hostile, violent and/or dangerous behavior which threatens the health, safety, well-being and/or security of any other Residents of the Property or neighboring property are agreed by Resident to be a substantial violation of the Lease, and shall constitute reasonable grounds for eviction by Agent, pursuant to this Lease and pursuant to CRS 13-40-107.5 . This includes but is not limited to excessive drunkenness, belligerence, intoxication and substance abuse. If such action is brought, Resident shall be held responsible for payment of rent in full until Agent has replaced Resident with a new tenant. Resident shall also be responsible for all associated legal fees and costs incurred by Agent in such action, and for all associated costs of replacing Resident (cleaning, repairs, advertising, etc.) at the Property. Resident and guests shall have due regard for the peace, comfort and enjoyment of other Residents in the building and surrounding area; musical instruments, stereos, I-Pods, televisions, etc. may only be played during reasonable hours, and in accordance with the City of Boulder Noise Ordinance.

Reference Paragraph #11: Privacy - If the Premises is listed for sale or lease during the Term, Resident agrees to allow showings, appraisals, and any other appointments related to the sale or lease at any time during the Term. Resident agrees to cooperate fully and in good faith with such marketing efforts and to maintain the Premises in marketable condition during the marketing period. Resident understands and acknowledges that showings of the Premises will be permitted at Agent's discretion. Resident also understands and agrees that Premises shall be clean and in reasonable showing condition or Agent will hire a contractor of Agent's choice to clean the Premises at the Resident's expense. Resident will be charged \$100 as liquidated damages for any showing that is refused where prior notice was provided to the Resident.

Reference Paragraph #12: Assignment/Sublease/Release- Agent agrees to allow Resident to re-lease Premises providing Agent approves terms and replacement tenants. Resident agrees to pay Agent an administrative releasing fee paid by the Resident equal to 100% of one month's rent. This re-leasing fee paid by the Resident as liquidated damages is due prior to commencing releasing efforts and whether or not Agent's releasing attempts succeed. Resident also agrees to pay all other expenses associated with re-leasing of the premises, including but not limited to advertising, carpet cleaning, re-keying, move out deep cleaning, repairs and transfer of utilities. This re-leasing fee, which is neither a Lease Contract Cancellation fee nor a Buyout fee, does not release Resident from continued liability under said terms of this Lease. Rather, the re-leasing fee covers Agent's time, effort and expense in finding and processing a replacement tenant. The Premises is not re-released until a new lease with a new tenant is signed and a new security deposit has been paid and all associated leasing documents have been completed and all monies owed have been collected. If the Premises is re-released under the terms set forth in this paragraph, Resident shall be responsible for rent and all other obligations under this Lease until the commencement of a new lease. Agent, at Agent's discretion, may require a commercially reasonable time period between Resident's move-out and the commencement of a new lease in order to prepare the Premises for the replacement tenant (the "Turnover Period"). Resident shall be responsible for the rent payments and all other obligations under this Lease during the Turnover Period. All other costs associated with re-leasing the Premises, as stated above, are the responsibility of the Resident. Resident shall be responsible for paying any rental promotion or rent concessions necessary to re-lease the Premises. Agent is under no obligation to take on re-leasing of the Premises for the Resident.

If the parties to this Lease are changed at the request of the Resident and agreed to by the Agent, this Lease shall be subject to a \$750.00 Lease Change fee paid by the Resident. This fee paid by the Resident must be paid prior to adding or subtracting any party from this Lease. A Roommate Change (tenant-lease transfer) may be allowed when a Resident wishes to vacate the Premises prior to the end of the Lease term or a new Resident is added to the Lease by both incoming and outgoing Resident executing a Lease Transfer Addendum to the lease provided by Agent.

Agent is under no obligation to allow the assignment, transfer or sublease of the premises for any reason, if the assignment, transfer or sublease is not in the best interest of the owner.

Resident re-leasing the Premises that received a rent promotion at move in, in exchange for a full lease term, must refund the full amount of the promotion given prior to Agent executing a lease with new Resident.

If all parties to the Lease are being transferred off the Lease, this shall be treated as a lease break and the releasing fee of 100% of one month's rent shall apply.

Addendum #1 (Continued)

(This addendum is an integral part of the attached Lease.)

Reference Paragraph #14: Smoking - Resident agrees that the leased Premises is a non-smoking Premises. No Resident, member of Resident's household or Resident's guests will be allowed to smoke in the Premises or on any decks, balconies or patios of the Premises unless specific authorization, in writing, is given by Agent under this Lease. Resident understands and acknowledges that smoking in the Premises may result in damage that may require extra cleaning, painting, re-carpeting, and/or the replacement of window coverings of the entire Premises to remove smoke; the cost of which will be deducted from the Resident's Security Deposit.

Reference Paragraph #15: Check-In/Check-Out Form: Agent will not perform a move-in or move-out walk through inspection with Resident. Resident is responsible for the documentation of all damage upon move-in and the condition upon move-out through the check-in/check-out form. Resident will be provided this form upon move-in and shall complete and return this form to Agent within seven (7) days of the move-in date. If check-in/check-out form is not timely returned to Agent, Resident may be held responsible for conditions that existed at the move-in date. Agent also recommends that Resident take detailed photographic records to document move-in and move-out condition of the Premises. Agent will take photos as evidence of the condition of the Premises upon move out.

Reference Paragraph #17: Repairs and Maintenance

Plumbing: Resident is responsible for all plumbing stoppages and clogs. Resident will also be responsible for all damages as a result of such stoppages or clogs, or as a result of running water and leaks not reported to Agent within 24 hours. Resident is responsible for plunging their toilets. Resident shall not flush anything except bodily waste and toilet paper down the toilet. Dispose of sanitary products (even tampons) by placing in a plastic-lined waste can. Never flush harmful items, including, but not limited to sanitary products, paper towels, facial tissues, diapers, condoms, rubbish, or coffee grounds in the toilet. Defects and / or potential defects in the Premises or appliances not in good working order shall be reported to Agent immediately. Resident(s) will be charged for damage resulting from negligence in reporting defects in the Premises.

Furnace Filters: Resident shall change out furnace filters every 90 days (quarterly) at Resident's expense. Failure to do so may result in Resident incurring furnace repair charges.

Appliance Filter Replacement: Resident is responsible for replacing, at Resident's cost, refrigerator filters and all other appliance filters as needed.

Light Bulbs: Resident is responsible for replacing, at Resident's cost, all light bulbs. Any light bulbs that are missing or burned out upon Resident's move-out will be replaced at Resident's cost.

Common Area Charges: Resident understands and acknowledges that all common area damage (damage to interior and exterior areas shared by multiple tenants such as hallways, mailrooms, lawns, patios, parking lots, etc.) is the responsibility of all tenants residing at the building. Agent will make every attempt to investigate all damages to the full extent to determine the responsible parties involved. In the event that the responsible individuals cannot be identified, the cost for repairs will be billed to each tenant at % of the total cost of the repairs. Resident understands and acknowledges that they are responsible for % of common area painting, cleaning, and carpet cleaning at the end of each lease term. If Resident chooses to renew their lease, they will be assessed this charge on an annualized basis every August when the majority of other Resident vacate the building.

Reference Paragraph #19: Outside Maintenance - Resident shall not be responsible for performing the routine care and maintenance of the yard and outside areas of the premises including, but not limited to, mowing lawn, weeding, snow removal, spring and fall yard raking, graffiti removal, and general yard clean up. Resident shall pay a monthly grounds fee detailed in section 4(b) above in lieu of performing any specific exterior maintenance. Exterior maintenance shall be performed in conjunction with, and up to the standards of, local housing codes and ordinances. The monthly grounds fee per section 4(b), if applicable, will not be reconciled at the end of the lease term. The amount collected as grounds fee will be considered payment in full for the services associated with the grounds fee.

Resident will be held responsible for damages to the lawn and any plantings if regular watering is not performed. The Agent will not hire any contractors to perform watering at any time. If the premises has a sprinkler system, Resident may not tamper with or change the sprinkler settings at any time. Resident will be responsible for all water utility bills including irrigation water if applicable.

Resident is strongly encouraged to pick up litter on their property at all times. If excessive trash or debris is found on the property, Agent may contract for a special service to clean the property and the expense will be billed back at the Resident's expense.

If the Premises is located within a complex that has a Home Owners Association (HOA), Resident will not be held responsible for any exterior maintenance or grounds fee.

Rules and Regulations Addendum #2
(This addendum is an integral part of the attached Lease.)

Resident agrees to comply with the below stated rules and regulations and agree to comply with all additional rules and regulations applicable to the Premises and to surrounding area(s) and property which Agent may deem necessary and which are publicly posted as provided by law.

Maintenance Requests: All maintenance requests must be made in writing through the Resident's specified Tenant Portal unless the maintenance issue is a genuine emergency. Maintenance requests that are not made in writing and that are not an emergency may not be attended to in a timely manner. If maintenance issues have not been addressed within two business days of being reported to the Agent, the Resident is required to follow up with the Agent at that time.

Carpet Cleaning: Upon Resident's move-out, Agent shall contract for carpet cleaning at the Resident's expense. The cost of carpet cleaning will be deducted from the Resident's security deposit. If Resident contracts directly to have the carpets cleaned: 1) the cleaning must be performed by a reputable company using a truck mounted carpet cleaning system, 2) Resident must provide Agent with three days' advance notice, in writing, that Resident will contract for Carpet Cleaning, and 3) a receipt of completed carpet cleaning must be provided to Agent. Agent reserves the right to re-clean the carpets, if necessary, with the contractor of Agent's choice.

Touch up Painting: Upon Resident's move out, Agent shall contract for touch up painting at the Owners' expense up to \$75.00. Resident agrees to pay any additional touch up painting costs. Cost of touch up painting will be deducted from Resident's Security Deposit. If Resident performs touch up paint on their own, Agent reserves the right to, at Resident's expense, re-paint, if necessary, using a contractor of Agent's choice. Touch up painting shall include, but is not limited to, painting entire walls, rooms, or the entire Unit if necessary.

Cleaning: Upon Resident's move out, Agent shall contract for deep cleaning at the Resident's expense if deemed necessary by Agent. Resident agrees to pay any cleaning costs, which will be deducted from Resident's Security Deposit. If Resident cleans on their own, Resident shall: 1) provide Agent with advance notice, in writing, that Resident will contract for professional cleaning services and 2) provide Agent with a receipt of completed professional cleaning. Agent reserves the right to re-clean if necessary with the contractor of Agent's choice. Upon move-in, Resident must contact Agent within 24 hours to report any issues with the cleanliness of the Premises. Agent will re-send cleaners upon Resident's request. No deductions to the cleaning bill at the termination of the lease will be considered as each property is cleaned to a professional standard upon Resident receiving possession and upon the termination of the lease.

Rekeying: Upon Resident's move out, Agent shall contract for rekeying of property at Resident's expense; the cost will deducted from the Resident's Security Deposit.

Lockouts: Resident is responsible for contacting a locksmith for after-hour lockouts. Please be prepared to have identification for the locksmith, who may require you to confirm the Unit or Premises is one you are permitted to enter. During office hours, Agent will provide Resident with a copy of the key available for a cost of \$50 per occurrence.

Balconies: Balconies must remain free of debris, trash, charcoal and/or gas grills, kegs, and any items besides non-combustible patio furniture.

Rooftops: Use of rooftops is strictly prohibited, will result in a charge of \$1000 as liquidated damages, and can lead to eviction.

Pools: Use of a pool or hot tub is strictly prohibited, will result in a \$500 same as above, and can lead to eviction.

Skate Ramps: Building and use of skate ramps is strictly prohibited, will result in a \$500 same as above, and can lead to eviction.

No bicycles, motorcycles, or other personal effects, furnishings or trash shall be allowed in halls, stairways, elevators, laundry rooms, or other public areas, except in areas designated for such use.

Resident(s) Acknowledgement of Security Policy

No Representations. Resident acknowledges that neither the Owners nor the Agent has made any representations, **written or oral,** concerning the safety of the community or the effectiveness or operability of any security devices or security measures

Rules and Regulations Addendum #2 (Continued)

(This addendum is an integral part of the attached Lease.)

No Warranty or Guarantee: Resident acknowledges that neither the Owners nor the Agent warrants or guarantees the safety or security of Resident, members of Resident's household or Resident's guests against the criminal or violent actions of others. Each Resident, member of Resident's household, and Resident's guests are responsible for protecting his or her own person and property.

No Reliance on Security Devices or Measures: Resident acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore Resident acknowledges that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

Candles and open flame devices: Resident agrees to use extreme caution and never leave an open flame unattended at the Premises, which includes but is not limited to, wood burning fires, or gas fires. Resident will assume all liability and responsibility for damages related to their use of an open flame of any kind. Candles are not to be lit at any time. All BBQ grills and open flame devices are prohibited on decks, porches, patios, balconies, walkways, kitchens or any other locations within 10' of combustible building materials per City of Boulder ordinance.

Early Possession: Resident agrees that if they take possession of the Premises prior to the beginning of the Term, they may be responsible for additional pro-rated Rent for each day prior to the original Term start date. Resident agrees that carpet cleaning, cleaning of the Premises, touch up painting, and any maintenance issues may not be completed due to the Resident's request to take possession prior to the original Lease start date. Resident agrees that if the carpet cleaning, cleaning of the Premises, touch up painting, and any maintenance issues were not done before they took possession, they will be responsible for payment of these services at the termination of the Lease.

Screen Doors: Due to frequent damage by abuse, screen doors and or storm doors of any kind may not be replaced at the Agent's discretion. At the option of the Agent, damaged screen doors and storm doors may be replaced at Resident's cost or they may be removed and not replaced.

Rodent or Pest Infestation: Resident is responsible for initiating the treatment of any rodent or pest infestation. If attempts made by the Resident to rectify the problem do not succeed, the Resident is responsible for contacting the Agent, who will then contact a pest control specialist. If the rodent or pest infestation is caused by the actions of the Resident, including but not limited to the Resident's cleanliness or lifestyle, the Resident will be charged in full for the costs of these services.

Vandalism: Any reports or claims of vandalism to the premises must be made to the police department within 24 hours of the incident. Resident will be held responsible for any damage to the premises caused by acts of vandalism if the incident is not reported within the required time frame. Any incidents of vandalism reported to the Agent that were reported to the police department within 24 hours will be investigated by the Agent, and a determination will be made by the Agent on a case by case basis as to who is responsible for the cost of the damage.

Move-In Requirements: Resident must have all paperwork completed and payments made and turned in to Agent, as required, including if applicable, Parent Lease Guarantee and verification of renter's insurance before Resident will be given possession of the property. Resident must have a zero balance owing on their account with Agent before they can receive keys on the first day of their Lease, or sublease to their Unit. Keys will not be rendered until all paperwork is received and there is a zero balance on Resident's account.

Parking Permits: If the Premises is located in a neighborhood with parking restrictions, Resident may be required by the City of Boulder to obtain a parking permit in order to park vehicles on the street beyond the posted time limit (usually 2 hours). To apply for a permit you need a current car registration with your last name listed, and proof of residence such as a copy of this Lease and a fee will be required. For further information, please contact City of Boulder parking Services, 1500 Pearl Street, Suite 302 /Boulder, Colorado 80302. Phone: 303-413-7300.

Outdoor furniture: No upholstered will be furniture allowed on the exterior of the Unit or Premises, including porches, decks, roofs, balconies, and lawns. Furniture left in these areas will be removed by Agent and a \$100.00 minimum fee will be charged to Resident for removal of each upholstered furniture item.

Exterior Trash: No empty bottles, cans, trash, glass or garbage of any kind will be left on Premises, including but limited to surrounding areas and property. Clean up of all debris, bottles cans, trash, glass and garbage must be completed during and after all entertaining. All dog waste must be picked up immediately by Resident. Agent reserves the right to contract for trash pick up or dog waste removal at Resident's expense at any time.

Rules and Regulations Addendum #2 (Continued)
(This addendum is an integral part of the attached Lease.)

Garbage Disposals : Always use cold water when operating your garbage disposal. Turn water on first and off last. Never put harmful items including but not limited to the following in the disposal: glass, plastic, paper, porcelain, artichoke leaves, lettuce / salad, string vegetables, onion skins, popcorn / popcorn kernels, metal tops, twist ties. You are responsible for all disposal jams.

Smoke Detectors and CO Detectors: If your smoke alarm or CO Detector chirps, you are required to change the 9 volt battery. You are prohibited from dismantling it. Resident understands and acknowledges that it is their responsibility to maintain all smoke detectors and or CO Detectors.

Do not turn furnaces or boilers completely off during cold weather months. Your Premises must maintain a temperature above 60 degrees, even if you are not there. All damage due to broken or frozen pipes because furnaces and or a boiler were shut off or due to Resident's failure to maintain adequate interior temperature settings will be the responsibility of Resident. Resident will be charged all labor and material costs for repairs. This is not a fee.

Reference Paragraph #21: Pets - If Resident is found to have a pet on the Premises in violation of section 21 of this lease, Resident shall be charged \$1,000 as liquidated damages. If such pet is not removed within seven days, Resident shall be charged \$200 per day until the pet is removed. Unannounced daily inspections will occur until it is determined by the Agent that the unauthorized pet has been removed permanently. Resident agrees that Agent shall contract for the carpets to be professionally cleaned, deodorized and a black light inspection performed upon move out. Resident agrees to pay for carpet cleaning, deodorization and black light inspection. In the event Resident's pet(s) causes damage to the flooring, Resident acknowledges that "treatments" to flooring may not be an effective cure for pet damage, and Resident agrees that Agent at Agent's discretion may deem "replacement" as the appropriate cure for damage with similar grade carpet and pad or other flooring regardless of age/condition of original flooring. In the event that Resident's pet(s) causes damage to any other part of the Premises, including but not limited to hardwood flooring, doors, trim, furnishings, fixtures, lawn, plants, trees, etc., Resident acknowledges that an assessment of damage will be necessary and that Agent will seek professional advice and recommendations. Resident agrees to pay all costs associated with and including the cost of any replacement or repairs. Agent will exercise good faith and reasonableness in determining whether replacement and or repairs are necessary. The additional security deposit paid pursuant to this Addendum shall in no way limit the liability of the Resident to Agent for the actual cost of any cleaning and repairs made as a result of the presence of any animal kept on the Premises pursuant to this Addendum.

Resident shall be responsible for maintaining the leased Premises and adjacent yard or grounds free from animal excrement. In the event the Resident fails to maintain said areas free from animal excrement, the Agent may, at Agent's option, perform such maintenance and charge the cost thereof to the Resident. Resident's repeated failure to perform such maintenance shall be grounds for termination of this Lease.

All dogs must be kept on a leash when in the company of Resident outside the leased Premises, and must be otherwise restrained or confined when not accompanied by Resident outside the leased Premises, and Resident specifically agrees not to permit the dog to run at large or to permit any pet to annoy, inconvenience, or cause any discomfort whatsoever to any other Resident or neighbors. No pets are allowed to reside or visit without prior written consent of the Agent.

Agent/Owner will perform an exterior inspection of the Premises upon Resident's move-out to assess any damage caused by pets. Resident(s) shall be responsible for all damages caused by Resident's pets, including but not limited to, re-sodding, fence repair or replacement, etc

All pets must currently be immunized against rabies and distemper, properly licensed & spayed or neutered. The Resident hereby agrees to indemnify Agent and hold it harmless from any liability or damage arising from the Resident's failure to comply with this paragraph. Resident agrees to provide proof that they are in compliance with the above prior to move in. The pet or pets to be allowed is as follows:

Type/Breed:	Type/Breed:
Weight:	Weight:
Color:	Color:

Rules and Regulations Addendum #2 (Continued)
 (This addendum is an integral part of the attached Lease.)

I/We have read and understand the above guidelines and agree to abide by them.

Sign Name:	Date:
Print Name:	
Sign Name:	Date:
Print Name:	
Sign Name:	Date:
Print Name:	
Sign Name:	Date:
Print Name:	
Sign Name:	Date:
Print Name:	
Agreed and accepted: Four Star Realty and Property Management, Inc. as Agent for Owners By: _____ Its: _____	Date: _____

SAMPLE

Charges for Repair / Cleaning Addendum #3
(This addendum is an integral part of the attached Lease.)

Resident agrees that all costs incurred for cleaning and repairs will be withheld from Security Deposit.

Estimated Labor and Replacement Costs: Should the below listed repairs and or cleaning be necessary or required due to Resident's occupancy of the Premises. These are estimated costs for common repairs which may vary from time to time. Resident understands that there will be no notice to Resident in the event of a change in these costs. All repairs will be billed at cost of materials plus applicable labor rates.

End of Term Fees and Charges:

Labor Rates

Cleaning	\$45.00 per hour
Painting	\$45.00 per hour plus paint and materials
Maintenance	\$50.00 per hour plus parts
Drywall Repair	\$50.00 per hour plus materials
Lockout Service	\$50.00 (daytime) \$75.00 Nights / Weekends / Holidays minimum

SAMPLE

RENTAL UNIT DISCLOSURES ADDENDUM #4
(This addendum is an integral part of the attached Lease.)

This is an Important Notice for Resident. Please Read It Carefully

Resident understands that the City of Boulder's ordinances and the laws of the State of Colorado are subject to change. Agent agrees to make Resident aware of any such changes and Resident agrees to comply with all changes in ordinances and/or laws promulgated by the City of Boulder and the State of Colorado:

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:

INTEREST ON SECURITY DEPOSITS

Interest on Security Deposits will be paid at the yearly rate specified by the City of Boulder.

OCCUPANCY LIMITS

- A. The dwelling unit you will be renting or leasing at the address of _____, Boulder, CO may be occupied by no more than _____ unrelated persons.
- B. Under the current lease or rental agreement, the only people permitted to occupy the dwelling unit are _____
- 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 which regulate noise. Violations of any of these noise ordinances can result in criminal prosecution and a maximum fine of up to \$1,000 and 90 days in jail.

- 1.) **Disruption of Quiet Enjoyment of the Home, Section 5-3-8, B.R.C. 1981.** This focuses on individuals 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, Section 5-6-1, B.R.C. 1981.** This is based upon measuring sound levels with meters. Noise must not exceed 55 decibels between 7:00 a.m. and 11:00 p.m. in a Residential zone. This is equivalent to a speaking voice on the street.

FIREWORKS ORDINANCE

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

NUISANCE PARTY ORDINANCE

- 1.) A nuisance party is a gathering at which one of a number of violations of Boulder's Code provisions occur. 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.
- 2.) 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.
- 3.) 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.

TRASH ORDINANCE

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 from the property on at least a weekly basis. The trash contract on this property is the responsibility of Owners. Boulder law dictates that trash and/or recyclables cannot accumulate outside of receptacles for longer than 12 hours. In addition, all trash and recyclables can be put out no more than 12 hours prior to pick up and all empty receptacles must be removed from curbside within 12 hours of pick-up. Violations of these ordinances can be subject to \$250 fine plus required Municipal Court appearance.

WEED & SNOW REMOVAL ORDINANCES

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

2.) 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 Agent.

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.

RENTAL UNIT DISCLOSURES ADDENDUM #4 (Continued)
(This addendum is an integral part of the attached Lease.)

The undersigned Resident(s) acknowledge that any violation of any federal, state, or local regulation, law or ordinance, including but not limited to those referenced in this addendum, by persons at the Premises can expose the Agent and Owners to substantial penalty and loss and substantially endanger the Premises of the Agent. Consequently, all Resident(s) hereby acknowledge that any violation of any federal, state or local regulations, law or ordinance by any person at the Premises shall constitute Substantial Violation of the terms of the Lease, as defined by C.R.S. 13-40-107.5 and entitle the Agent to possession of the Unit, following a three-day Notice to Quit. All Resident(s) 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 Premises to do the same. Each Resident(s) hereby indemnifies and shall hold the Agent and the Owners harmless from any and all liability, fines, penalties, losses, and damages associated with any violation of any regulation, law, or ordinance by any Resident(s) or other person at the Unit or any guest at the Premises, during the Term of the Lease or the period of occupancy, if longer. Resident(s) also hereby indemnifies and shall hold Owner and Agent harmless from any and all liability, fines, penalties, losses, and damages associated with any claimed violation of any regulation, law, or ordinance by the Agent and Owner, during the Term of the Lease, if such violation is in anyway related to the behavior, residency, or presence of any person at the Unit or guest of the Resident(s) at the Premises, other than the Owners and Agent, including but not limited to, claims that the Owner and/or Agent failed to reasonably supervise, screen or remove any Resident(s) or other person at the Premises. This obligation to indemnify and hold harmless shall be joint and several between all Resident(s), shall inure to the benefit of any successor in interest or assignee of Owners and Agent, and shall include any cost and attorney fees of Owner and Agent in defending such claims enforcing this Addendum.

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

Sign Name:	Date:
Sign Name:	Date:
Sign Name	Date:
Sign Name:	Date:
Sign Name:	Date
Agreed and accepted: Four Star Realty and Property Management, Inc. as Agent for Owners By: _____ Its: _____	Date: _____

Mold Addendum #5

(This addendum is an integral part of the attached Lease.)

This Mold Addendum is made _____ (date) by **Four Star Realty and Property Management, Inc.** ("Agent") and _____ ("Resident") and made part of 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

- 1.) Resident shall keep the Unit, particularly the kitchen, bathroom(s), carpets and floors, clean through regular vacuuming, mopping and use of household cleaners on hard surfaces.
- 2.) Resident shall immediately and consistently remove all visible moisture from all surfaces in the apartment.
- 3.) Resident shall periodically inspect all sinks, bathtubs, toilets, shower enclosures, refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, dehumidifiers and air conditioners and the connections, discharge lines and the areas surrounding each, to ascertain whether there are any water leaks or signs of water leaks.
- 4.) Resident shall immediately inform Agent in writing of any water leaks or signs of water leaks as well as any missing grout or caulk in tiled areas.
- 5.) Resident shall reasonably prevent and shall immediately clean and dry all plant watering overflows, beverage spills, cooking spills, urination, and overflows from fixtures and appliances.
- 6.) Resident shall ensure that all shower doors and curtains are utilized to prevent water from escaping any tub or shower enclosure.
- 7.) Resident shall not allow damp clothes and towels to accumulate and shall consistently hang towels on towel racks to allow them to dry.
- 8.) Resident shall keep all windows and doors closed during adverse weather and when the Unit is unattended.
- 9.) 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(s) shall apply a spray on type biocide (such as Lysol Disinfectant or Pine-Sol Disinfectant) in accordance with the product's instructions and labeling.
- 10.) 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.

Owners' and Agent's Obligations Regarding Mold:

- 1.) Upon written notification by Resident, Agent shall within a reasonable time, repair water leaks in the Unit, provided such leaks are not caused by the misuse or neglect of Resident, or any occupants, guest or invitees of Resident, or by any violation of the Lease or this Mold Addendum by Resident, or any occupants, guest or invitees of the Resident. If there is mold caused by misuse by the Resident, then Resident are responsible for the repair, should Resident request, Agent will then repair and invoice the Resident.
- 2.) Upon written notification by Resident, Agent 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 or neglect of Resident, or any occupants, guest or invitees of Resident or by any violation of the Lease or this Mold Addendum by Resident, or any occupants, guest or invitees of Resident.

Remedies:

- 1.) Neither the Owners nor the Agent warrants or represents that the Unit shall be free from mold.
- 2.) A breach of this Mold Addendum by Resident shall be a material violation of the Lease allowing Agent to recover possession of the Unit, following Demand for Possession or Compliance in accordance with state law, and all other rights and remedies contained in the Lease.
- 3.) In the event of a breach of this Mold Addendum by Agent and / or Owners and their failure to cure such breach within 30 days of notification, Resident's sole and exclusive remedy shall be to immediately vacate the Unit and Resident's obligations to pay Rent shall terminate on the date Resident deliver possession of the Unit to Agent. Agent shall in no event be held 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:

- 1.) Resident hereby indemnifies and shall hold Owners and Agent 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.
- 2.) Resident hereby releases Owners and Agent from any and all claims of Resident or occupant for the presence of mold in the Unit and further releases Owners and Agent 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.

Mold Addendum #5 (Continued)
(This addendum is an integral part of the attached Lease

Sign Name:	Date:
Sign Name:	Date:
Sign Name	Date:
Sign Name:	Date:
Sign Name:	Date
Agreed and accepted: Four Star Realty and Property Management, Inc., as Agent for Owners _____ By: _____ Its: _____	Date: _____

SAMPLE

Lead-Based Paint Disclosure (Rentals) Addendum #6 (This addendum is an integral part of the attached Lease.)			
Attachment to Residential Lease or Rental Agreement for the Property known as:			
Street Address	City	State CO	Zip
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 (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 for each violation.			
Disclosure for Target Housing Rentals and Leases			
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards			
Lead Warning Statement			
Housing built before 1978 may contain lead-based paint. Lead for 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 known lead-based paint and/or 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 the commencement of the leasing period.			
(b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):			
<input checked="" type="checkbox"/> Landlord has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing. <input type="checkbox"/> Landlord has knowledge of lead-based paint and/or lead-based paint hazards are present in the housing (explain): <hr/>			
(c) Records and reports available to Landlord (check one box below):			
<input checked="" type="checkbox"/> Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. <input type="checkbox"/> Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): <hr/>			
Resident(s) Acknowledgment			
(d) Resident(s) has read the Lead Warning Statement above and understands its contents.			
(e) Resident(s) has received copies of all information, including any records and reports listed by Landlord above.			
(f) Resident(s) has received the pamphlet "Protect 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 Landlord's obligations and is aware of licensee's responsibility to ensure compliance.			

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

Resident(s) Sign

Resident(s) Sign:
