

# Sunnyside Property Management, LLC

4890 Riverbend Road, Lower Unit B • Boulder, CO 80301  
(303) 442-7773



## 1. Leased Premises

### 1.1 LEASE TERMS

**SUNNYSIDE PROPERTY MANAGEMENT LLC**

**4890 RIVERBEND RD LOWER UNIT B**

**BOULDER, COLORADO 80301**

**PHONE: 303 442-7773 FAX: 303 442-6771**

Recommendation of Legal Counsel: Lessee(s) (herein after called Tenant(s) acknowledges that this Lease has important legal and tax consequences. The Owner and Sunnyside Property Management (herein after called Agent/Landlord) recommend that Tenant(s) consult with legal and tax counsel before signing.

#### **RESIDENTIAL LEASE**

This lease made this<<Lease Creation Date>> between **SUNNYSIDE PROPERTY MANAGEMENT LLC**, ("Landlord/Agent for the Owner") and Tenant(s).

<<Tenants (Financially Responsible)>>

Any reference to "Landlord" in this agreement also refers to Landlord's agent.

**Only the above named as parties to the lease may occupy the leased Premises without written consent from Landlord/Agent.**

In consideration of the payment of the rent and the performance or the promises by the Tenant(s) set forth below, the Landlord does hereby lease to the Tenant(s) the following dwelling unit situated in the City or town of the address which is:

*Gamma Kappa Sigma Nu Fraternity Association, Inc - A Nonprofit Colorado Corporation* (Owner), operates similar to a "boarding house" offering room and meals, with Room Choices to be determined by the Gamma Kappa Executive Officer Board.

To have and to hold the same with all the appurtenances unto the said Tenant(s) from **12:00 NOON on the 15th Day of August 2019 and until 12:00 NOON on the 1st Day of August 2020 for 1001, 1015, 1021 Pleasant and 1315 11th St. Boulder, CO 80302.**

And from

**12:00 NOON on the 15th day of August 2019 and until 12:00 NOON on the 1st Day of August 2020 for 1043 Pleasant St., Boulder, CO 80302.**

**Only one check or money order per dwelling will be accepted.** (unless payment is made through payment online portal) Payments due on or before the day the lease begins must be paid prior to Tenant gaining access to subject property. **No cash will be accepted. Debit cards, credit cards and bank transfer may be used through tenant payment portal only.**

**Rent and meal plan: \$1506.00 (completed prior to 4pm on Dec 31st 2018)**

**Rent and meal plan: \$1556.00 (completed after 4pm on Dec 31st 2018)**

#### **Fixed Term**

- **The total rent and meal plan due for the term shall be : \$18,072.00 (prior to 4pm Dec 31st 2018)**
- **The total rent and meal plan due for the term shall be : \$18,672.00 (after 4pm Dec 31st 2018)**
- **The total rent due for the term shall be paid in 12 consecutive full monthly payments of<<Monthly Rent>>. Each installment shall be referred to as ("monthly rent").**
- **The Monthly Rent plus the Flat rate utility payment for this unit is <<Monthly Charges>>**
- **First payment of 12 consecutive full monthly payments, plus flat rate utility is due on the 1st of the month of the lease start date.**
- **Payments are due on the 1st of each Month and payment must be done through the Tenant Portal or received in our office by 5:00pm on the 3rd Calendar day and will be considered late after 5:00pm on the 3rd Calendar day of each Month. Please make payable to:**

Sigma Nu

payable at: 4890 Riverbend Road, Unit B, Boulder, CO 80301

## 1.2 SECURITY AND OTHER DEPOSITS

### SECURITY DEPOSIT & LAST MONTH'S RENT PAYMENT AGREEMENT

Security Deposit payments are to be made in Money Order or Certified Check (NO CASH or Personal Checks Please).

Security Deposit Amount:

<<Total Additional Deposits>>

<<Security Deposit Charges>>

Transferred if Applicable:                   «Transferred Security deposit»

Other Deposit(s): (included in above amount(s))

Pet:                   «Other deposit PET»

Final Months Rent:                   «Other deposit Final Months Rent»

**DAMAGE AND CLEAN UP DEPOSIT AGREEMENT:** I, as Tenant(s), completely understand that the deposit I have paid to the Landlord may be applied to costs arising from any of the following circumstances, but not limited to:

1. If I do not clean the premises fully, including, but not limited to the kitchen, stove (under and behind), refrigerator (under and behind, including defrosting and DO NOT LEAVE REFRIGERATOR UNPLUGGED), cabinets, bathrooms, bedrooms, vacuuming of carpet, wood floors, baseboards, light fixtures, windows, window ledges and blinds, etc., and the yard, decks, or parking area. The stoves should be cleaned inside and out; including the oven, broiler, burners, any racks, under the stove top and DRIP PANS (if applicable) MUST BE REPLACED or cost of replacement may be billed back to Tenant(s) at Landlord's discretion. All Tenant(s) belongings are to be removed. If Tenant(s) cleans on their own, Landlord reserves the right to re-clean, if necessary, with the contractor of Landlord's choice at Tenant(s) expense. Please read Cleaning Tips provided by Landlord in your move in packet, which will be provided in your Tenant portal **Cleaning charges may be billed back to Tenant(s) at the rate of not less than \$45 per hour.**
2. If the Tenant(s) create any damage, other than normal wear and tear. Colorado Division of Real Estate defines "Normal Wear and Tear" as "That deterioration which occurs based upon the use of for which the rental unit is intended without negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the Tenant(s) or member of his household, or their invitees or guests."
3. Any garbage or leaves that are left behind that the Landlord must have hauled away, or any additional trash pick-ups made by trash removal company. The City of Boulder requires a "Six-Day Review" of trash pickup during May and August. Tenant(s) are responsible for the cost of "Six-Day Review" in designated residential areas as per City of Boulder Trash Ordinance.
4. Replacement of garage door openers, parking permits, stickers, or tags, a charge of \$50.00 liquidated damages, for administrative charges, plus actual costs of replacing said items will be imposed for failure to return each such item to Landlord. Replacement of pool keys, storage keys, common area keys, mail keys, or other keys, a charge of \$75.00 will be imposed for failure to return each such item to Landlord.
5. Should Tenant(s) remove furnishings from the unit, the Landlord may deduct the amount needed to replace those items from my deposit. Any personal items left on the premises after the expiration of the lease will be considered abandoned and will be discarded at the Tenant(s) expense.
6. If the Tenant(s) vacate the premises prior to the termination of my lease with or without notice, my deposit may be used for rents and costs for the period of time that it takes to replace me as a Tenant(s). I shall be liable for the rent until the expiration of the lease, unless satisfactory releasing has occurred.
7. Tenant(s) agree that if the Damage and Clean-Up Deposit is not enough to cover the amount of damages to the premises, I will immediately pay to Landlord the deficiency. Landlord does not schedule meetings with Tenant(s) for move out inspections.

## 1.3 RULES AND REGULATIONS

The Tenant(s), in consideration of the leasing of the premises, agrees as follows:

**To pay the rent for the premises above-described.**

1. To keep the improvements upon the premises, including sewer connections, plumbing, wiring, and glass, in good condition. The Tenant(s) shall be responsible for such repairs and replacements as are necessitated by negligent or intentional misconduct of the Tenant(s), or of the Tenant(s) agents, licensees, unknown persons, or invitees; and to **keep the entire premises free from all litter, debris and obstructions. Tenant(s) shall also pay for any damage to the Premises caused by Tenant(s), his or her guests, movers, or employees carrying articles in or out or through hallways, entrances, elevators, and stairways but not limited to.**

2. **Tenant(s) shall pay for any fine assessed by the City for not keeping the premises clean. Landlord may contract with outside services to keep premises clean at Tenant(s) expense. Tenant(s) is required to report any needed maintenance of the property. Any damage resulting from Tenant(s) failure to report any maintenance shall be paid for by Tenant(s).**

3. **To sublet no part of the premises and not to assign the lease or any interest therein without the written consent of the Landlord. TENANT(S) MAY NOT RENT ROOMS OR THE ENTIRE UNIT THROUGH SHORT TERM RENTAL SERVICES** such as Airbnb or any others. Short term is a violation of the lease change provision and includes but is not limited to; rent by month, week, days or day.
4. To use the premises only as a residence for Tenant(s) and to use the premises for no purposes prohibited by the laws of the United States or the State of Colorado, or of the ordinances of the City or Town in which said premises are located, and for no improper or questionable purposes, whatsoever, and to occupy the same only as a private residence. **No other person shall be entitled to move into the premises without prior written consent of Landlord, which consent may be withheld in the sole discretion of the Landlord and which, as a condition of being granted, will require the submission of an application and the consent to a background check.** A person shall be considered to be occupying the Rental Property if the person reasonably appears to be using the Rental Property as a place to live. Indications of occupancy shall include, but not be limited to: anyone who stays beyond 10 days, coming and going to the Rental Property with the use of a key, providing any third-party (including the police) with the address of the Rental Property as that person's residential address, receiving mail at the Rental Property, keeping clothes or personal effects at the Rental Property, commonly being present in the Rental Property, or commonly parking the person's vehicle for extended periods of time or overnight. A person may establish unauthorized occupancy of the Rental property, and thereby create a violation of this Lease, even if that person owns or leases other residential property. A guest may stay without written consent from the Landlord for a period not exceeding 10 days. THERE SHALL BE A \$100.00 PER DAY CHARGE ASSESSED AGAINST TENANT(S) IF ANYONE NOT ON THIS LEASE MOVES INTO PREMISES AND MAY RESULT IN EVICTION IF LANDLORD SO DESIRES. Tenant(s) further acknowledges that Landlord may conduct routine inspections of the Leased Premises to assure compliance with these occupancy limitations.
5. To neither hold nor attempt to hold the Landlord liable for any injury or damage occasioned by defective wiring or by the breaking or stopping of the plumbing or sewage upon the premises, whether the breaking or stoppage results from freezing or otherwise; to in no instance hold the owner responsible for damage to any of the Tenant(s) personal belongings. **IT IS SPECIFICALLY UNDERSTOOD THAT THE OWNER DOES NOT CARRY INSURANCE ON THE PERSONAL PROPERTY OF THE TENANT(S) AND TENANT(S) IS REQUIRED TO OBTAIN PERSONAL PROPERTY RENTERS INSURANCE AT TENANT'S EXPENSE. LANDLORD RESERVES THE RIGHT TO FILE A CLAIM UNDER TENANT(S) HOMEOWNERS/RENTERS INSURANCE POLICY FOR ANY DAMAGES OR LOSS CAUSED BY TENANT(S).** Landlord does not warrant, represent or guarantee the safety of Tenant(s), Occupants or Guest's personal property. Tenant(s) hereby releases Landlord from any and all claims for damage or loss to Tenant(s) personal property and shall indemnify and hold Landlord harmless, including Landlord's attorney fees and costs, from any claims associated with Tenant(s) personal property regardless of by whom such claims are brought, including Tenant(s) insurer. Landlord advises Tenant(s) to obtain insurance for losses due to theft, fire, smoke, water damage, and the like. Landlord's insurance policies provide no coverage for Tenant(s) property, including Tenant(s) automobile. Tenant(s) shall immediately notify Landlord in writing of any personal injury, property damage, or any other claims that are related in any way to the parties to this Agreement, the Premises, or any of its contents or surroundings.
6. To permit no room in said house to be used for cooking or light housekeeping purposes, except the kitchen, **nor to make any alterations or change in, upon or about the said premises** including but not limited to, **painting, adding or changing door locks**, adding walls or doors, or altering landscaping, without first obtaining the written consent of the Landlord. Landlord may restore property to original condition at Tenant(s) expense anytime during or after lease term. **Tenant(s) agrees that any alteration to the property without Landlord's written consent will be considered damage.** Tenant(s) also agrees to allow Landlord to remodel premises throughout the term of the lease.
7. **Tenant(s) agree that Landlord is NOT required to give Tenant(s) 24 hour notice prior to entering leased premises.** Tenant(s) agree to allow Landlord or Landlord's agent to inspect premises at any reasonable hour and with reasonable notice for reasons of cleanliness or damage, but not limited to: responding to Tenant(s) request for repairs; estimating repair or refurbishing costs; pest control; preventative maintenance; filter changes; testing or replacing smoke-detector batteries, retrieving tools or security devices; removing or re-keying unauthorized locks; stopping excessive noise or other disturbances; removing health or safety hazards (including hazardous materials) and items prohibited under Landlord's rules; retrieving property owned or leased by former Tenant(s); inspections; entry by a law enforcement officer with or without a search or arrest warrant or in hot pursuit; showing the Rental Property to prospective Tenant(s); or showing the Rental Property to government inspectors, fire marshals, lenders, appraisers, prospective buyers, Realtors, or insurance agents. To allow entrance at any time for urgent maintenance issues. If Tenant(s) has made a maintenance request from Landlord, the sub-contractor may or may not contact Tenant(s) before entering unit. Any request by Tenant(s) for maintenance constitutes Tenant(s) permission for Landlord or its agents to enter the premises without further notification. Landlord has the right to retain control of residence.
8. Tenant(s) agree that Landlord is authorized to obtain photographs, videos, and other documentation of the Leased Premises during any visit hereunder. Tenant(s) agree to hold Landlord harmless from any claims arising from the use, public display, or sharing of these images by Landlord for the purpose of marketing, advertising, or other uses.
9. Tenant(s) acknowledges that if Landlord's inspection determines that cleaning is needed, Tenant(s) agrees to pay all cleaning costs throughout the lease term.

#### 1.4 UTILITIES AND AGREEMENTS

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Tenant(s) agrees to pay charges for

**UTILITIES:**

Tenant(s) pay all utilities included in flat rate: unit gas, common gas, unit electric, common electric, water, sewer, trash and grounds

## Utility Definitions:

Tenant(s) name (Tenant(s) to set up account with actual utility provider)

Common (shared areas of the premises)

Grounds care (mowing, weed control, clean up of debris and trash, snow removal)

Minor yard clean-up (a weekly walk-through will occur and will be charged regardless of any actual clean-up)

**1. Flat rate utilities will be in addition to the rent and are based on the average utilities/services/yard care for the property in the previous year plus an average increase. Upon termination of the lease term, Agent will reconcile the total amount that the Tenant(s) has paid versus the total utilities/services/grounds care billed during the lease term. A written copy of this reconciliation will be available to Tenant(s) upon request. Agent will return over payments to the Tenant(s) with the security deposit return 60 days after lease end date, and Tenant(s) agrees to pay any shortfall to be collected immediately or at Agents option withheld from Tenant(s) security deposit. If at any time during the lease term the actual utility/services/grounds care costs are in excess of the monthly flat rate charge, Agent may increase the Flat rate charge and will provide in writing, this information to Tenant(s). Landlord may reconcile anytime during lease term and add these charges to Tenant(s) ledger to be paid with next monthly payment. Agent does not guarantee actual costs will match estimated costs. Reconciliation may not be applicable at some properties.**

2. Tenant(s) will place utilities in Tenant(s) name effective on the first day of Tenant(s) lease, if applicable. If Tenant(s) fails to transfer utilities to Tenant(s) name, Tenant(s) will be billed back for the utility and may have an administrative charge for each bill paid by Landlord. Utility Statements received from Sunnyside Property Management must be paid within 14 days of receipt. Late utility payments are subject to late fees, which are considered liquidated damages. Tenant(s) must not allow utilities to be disconnected. Utilities may be only used for normal household purposes and must not be wasted. Landlord may allocate shared utility charges between the various Rental Properties using a formula based on sub-metering, comparative square footage, number of bedrooms, or number of bathrooms, at the choice of Landlord, and Landlord shall be free to change the method of allocation during the term of this lease. Landlord does not warrant that utility services will be uninterrupted during the term of this Lease and shall not be liable for damages for failure to furnish any utilities or services when the cause of such failure is beyond the control of the Landlord. Internet/Cable is not provided by Landlord or Landlords agent.

**3. Tenant(s) agree to pay for subcontracted grounds care and/or minor yard clean-up charges were applicable in section of Utilities and Agreements.**

## IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LANDLORD AND TENANT(S) AS FOLLOWS:

4. No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach.

5. If, after the expiration of this lease, Tenant(s) shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then, with written permission of Landlord, such Tenant(s) shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's rent paid under this lease, and subject to all the terms and conditions of this lease. Thirty (30) day's notice must be given in writing to terminate month-to-month tenancy in advance to the first (1st) day of the month of which would constitute the actual thirty (30) day's notice. Failure to do so will obligate both parties to another month's tenancy.

6. If the premises are left vacant and any part of the rent reserved here under is not paid, then the Landlord may, without being obligated to do so, and without terminating this lease, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Landlord may think best, making such repairs as may be required, giving credit for the amount of rent so received less all expenses of such repairs, and the Tenant(s) shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

**7. The Security Deposit is due at or before lease signing and will be forfeited if Tenant(s) cancels the lease or never occupies the property without Landlord's written permission.**

**8. The Security Deposit shall be returned to the Tenant(s), within 60 days after lease end date with written accounting made therefore, listing the reasons for the retention of any portion of the Security Deposit, within SIXTY DAYS after vacating unit or surrender and acceptance of the premises.** Tenant(s) has been notified that if Tenant(s) does not vacate the premises and return keys by termination date and time, Tenant(s) shall be charged **\$500.00 per day liquidated damages**, for additional managerial duties, unless written agreement for another termination date has been signed by the Landlord and Tenant(s). It is the responsibility of the Tenant(s) to provide the Landlord with a forwarding address in writing before end of lease term. Should the Landlord not receive a forwarding address, the deposit refund statement will be mailed to the last known address of the Tenant(s). The portion of the Security Deposit due to Tenant(s) will be refunded in one check, made payable to all persons signing the lease. **If Tenant(s) would like the refund to be split up equally, a request must be submitted in writing before the last day of the Lease** noting all Tenant(s) signatures. **If no request is made by this time, then the Security Deposit refund will be mailed to one lessee of Landlord's choice. A split check charge of \$25.00 per check will be incurred for splitting**

**the Security Deposit Return. Tenant(s) shall be charged for the Certified Mailing of the Security Deposit Return. Tenant(s) agree that any questions, concerns, or inquiries related to Security deposits returns MUST be in writing.**

9. At no time may Tenant(s) use the deposit in lieu of rent. If any part of the rent provided to be paid herein is not paid when due, or if any default is made in any of the agreements by the Tenant(s) contained herein, it shall be lawful for the Landlord to declare the term ended, and to enter into the premises, with legal process, and to remove the tenant(s) belongings, or any other persons occupying the premises, and to repossess the premises free and clear of any rights of the Tenant(s). If, at any time, this lease is terminated under this paragraph, the Tenant(s) agrees to peacefully surrender the premises to the Landlord immediately upon termination. If the Tenant(s) remains in possession of the premises, Tenant(s) shall be deemed guilty of forcible entry and detainer of the premises, and, waiving notice, shall be subject to forcible eviction.

10. In the event of any legal action concerning this lease causing necessity for Landlord to employ an attorney to enforce any of the Landlord's rights under this Lease or any law of this state, Tenant(s) agree to pay Landlord the actual amount of all costs, expenses, and attorney's fees incurred by the Landlord in connection, regardless of whether formal legal proceedings are commenced. If Landlord obtains a judgment against a Tenant(s) in a legal proceeding, a \$200.00 administrative fee shall be assessed per case against Tenant(s) in addition to any other actual losses of Landlord and in addition to attorney fees and court fees'. Tenant(s) agree to pay Agent \$250.00 per hour for any time spent in court due to a Tenant(s) actions regarding this Lease if Landlord prevails in the lawsuit. Landlord and Resident agree that any action or proceeding arising out of or in any way connected with this Agreement, regardless of whether such claim is based on contract, tort, or other legal theory shall be heard by a court sitting without a jury, and thus Resident hereby waives all rights to a trial by jury. Any breach of the lease or constructive eviction action must be brought in the Boulder County Court or District Court in and for the 20th Judicial District.

11. Landlord has the right to use the security deposit for any unpaid charges during the term of the lease at the Landlord's discretion. Tenant(s) must restore security deposit to original amount upon demand or Tenant(s) will be considered in violation of the lease. After thirty days, Tenant(s) will be charged interest at a rate of 19% per month for any unpaid charges.

## 1.5 USE, CHARGES, RULES AND REGULATIONS

1. Tenant(s) shall properly irrigate and care for all trees, shrubbery, lawns and take complete care of the yard at Tenant(s) expense, **where applicable**. If yard care is not done sufficiently, Landlord may contract to outside services and charge Tenant(s). Tenant(s) may not turn off or adjust automatic sprinkler systems once they have been set. Any damage that occurs to landscape due to tampering with the sprinklers will be charged back to Tenant(s). Tenant(s) must notify management immediately of any automatic sprinkler malfunction, and in this event Tenant(s) will continue to be responsible for watering any needed areas.

2. Tenant(s) shall promptly remove snow from all sidewalks on the premises and keep sidewalks free and clear of ice and snow, unless snow removal is contracted out by Landlord, but including areas of Tenant(s) premises where conditions occurred between sub-contractors visits. If Tenant(s) is responsible for snow removal, Tenant(s) will pay for any fine assessed by the city of residence for not removing snow and ice in a timely fashion per city ordinances. Landlord may contract for outside services and charge Tenant(s).

3. Written Notice Definition: Written notice must be sent through the United States Postal Service, facsimile or physically dropped off at Sunnyside Property Management, 4890 Riverbend Road Unit B, Boulder, CO 80301. **Written notice through e-mail will not be accepted without prior written permission from the Landlord.**

4. Notice to one Tenant(s) shall be deemed to be notice to all Tenant(s). Any initial or signature on any page of this lease deems acceptance of full lease.

5. **If any Errors (clerical, typographical etc..) are made in this lease by Landlord or Landlords agent(s), Landlord has the right to make correction within 90 days of lease start date in writing to Tenant(s).**

6. **Tenant(s) agrees to pay for lock changes to the premises at the lease end and Landlord will deduct this charge from Tenant(s) security deposit as billed per lock.** Tenant(s) also acknowledges that there will be a minimum charge of \$50.00 for a Tenant(s) lockout. Tenant(s) is not allowed to install their own exterior or interior locks on the premises and Landlord does not have to give prior notice to Tenant(s) to have them removed. Any expenses incurred because of an unauthorized lock change including adding locks to interior bedroom or other interior doors will be charged back to the Tenant(s).

7. **TENANT(S) AGREES TO PAY FOR PROFESSIONAL STEAM CLEANING OF CARPETING BY A CONTRACTOR SELECTED BY LANDLORD AT MOVE-OUT.** Landlord will arrange for this service to be done after move out and will deduct this charge from the Tenant(s) security deposit. **CLEANING YOUR OWN CARPET IS NOT PERMITTED AT MOVE OUT.**

As Tenant(s), I agree to keep carpet clean during the term of this lease, as needed or directed by Landlord, at my own expense.

**IF TENANT(S) DUTIES ARE NOT PERFORMED BY TENANT(S) TO LANDLORD'S REASONABLE SATISFACTION, LANDLORD MAY, BUT SHALL NOT BE OBLIGATED TO, CAUSE SUCH WORK TO BE PERFORMED AND TENANT(S) WILL PROMPTLY PAY FOR SAME.**

**EACH PERSON signing this lease as Tenant(s) shall be jointly and severally liable for all of the obligations of Tenant(s). "Joint and Several" means that if more than one person has signed the 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.**

**THE FOLLOWING RULES AND REGULATIONS ARE HEREBY MADE A PART OF THIS LEASE:**

## RULES AND REGULATIONS

Tenant(s) agree to comply with these Rules and Regulations which Landlord has made for the protection of the building or the general welfare and comfort of the Tenant(s). In order to avoid misunderstandings, the Rules and Regulations are as follows, but not limited to:

For **MAINTENANCE REQUESTS**, please report any **NON-EMERGENCY** maintenance issues through your portal or call our office at 303-442-7773. **We do not accept maintenance requests by email.** For **urgent emergencies** call our office at 303 442 7773. When calling 303-442-7773 after hours, the system will prompt you on how to leave an emergency message for **AN EMERGENCY THAT CANNOT WAIT UNTIL OFFICE HOURS**. Please be aware that the emergency system is to be used **ONLY** for emergencies; anything received that is not an emergency will result in a \$50 charge. Sunnyside Property Management is closed on weekends and holidays. It must be understood that unusual conditions occurring on weekends or holidays cannot always be alleviated immediately, since most companies do not work at those times. **CALL 911 TO TURN OFF WATER IN CASE OF MAJOR FLOODING. Emergencies include but are not limited to: severe plumbing leaks or burst water pipe, lack of hot water, broken entry door lock, fire (go to safety, then call Fire Department), gas smell (go to safety, then call Xcel Energy), CO detector alarm sounding (go to safety, then call Xcel Energy), lack of heat during winter months, and plumbing or sewage backup or overflow.** If a maintenance request is called in and the maintenance technician finds there is no maintenance necessary or the problem has already been resolved, Tenant(s) will be responsible for payment of the service call, if Tenant(s) has not notified Landlord to cancel the request.

### 1.6 CHECK-IN, RENT

**CHECK IN PROCEDURE:** Prior to moving into the unit, Tenant(s) must stop by the Sunnyside Property Management office at 4890 Riverbend Road Lower Unit B, Boulder CO 80301 to pick up the keys to the rental unit and to pay rent, or any other payments, that may be due. Utilities are to be placed in Tenant(s) name by beginning date of the lease, excluding utilities billed by Landlord. In some cases, there could be an administrative charge if Sunnyside Property Management has to pay Tenant(s) bill and charge your account. Please call Xcel Energy at 800-895-4999. When you move into the rental unit, Tenant(s) shall complete a Condition Report and return it to Sunnyside Property Management within seven (7) days so that Tenant(s) will not be charged for any preexisting damages. **THIS IS THE TENANT'S RESPONSIBILITY AND FOR THE TENANT'S PROTECTION.** If Tenant(s) fail to turn in the Condition Report to Sunnyside Property Management, then Tenant(s) could be charged for damage that existed before moving into the rental unit and everything will be considered to be in clean, safe, and good working condition. The Condition Report is not a work order. Please let the office know of any maintenance requests by reporting it in your portal or calling in a work order. **No work orders will be accepted via e-mail.** If Tenant(s) fails to turn in a Condition Report within 7 days, it will not be accepted and/or used as condition of unit upon move in.

**OFFICE HOURS:** The office is open from 8:00 am to 5:00 pm, Monday through Friday, and is closed on weekends and holidays. If Tenant(s) need to meet with someone personally at Sunnyside Property Management, please call for an appointment.

**RENT:** Rent is due on the first of each month, if rent is not received by the third of each month, by 5:00 pm, Tenant(s) shall incur and be charged a late payment of \$75.00. Tenant(s) shall then incur and be charged additional late fees of \$10.00 per day every day there after until the full monthly rent payment is received. This applies even if the first or third of the month falls on a weekend or holiday. Only one (1) check per dwelling will be accepted, unless payment is made through online payment portal and should be made, mailed or delivered to: 4890 Riverbend Road Lower Unit B, Boulder, CO 80301

An administrative charge for more than one (1) check will be charged at \$25.00 per extra check received to pay any balance due.

**ABSOLUTELY NO WITHHOLDING OF RENT UNDER ANY CIRCUMSTANCES.** After office hours, please place rent payments in an envelope and drop it through the mail slot located to the left of the front door. **Remember to include the rental address and unit number in the memo section of the check. Sunnyside Property Management will not accept payment in cash.** A \$50.00 charge shall be made on all checks returned for Non-Sufficient Funds or Stop Payments. In the event of a returned check, late fees will be charged from the third of the month. It is specifically understood that these charges are due with the rent payment and if not paid, may be deducted from the deposit held by the Landlord. **The one-check payments will only be accepted from persons who have signed this lease or their Parents/Guarantors.** If more than two Non-Sufficient Funds payments are received during the term of the lease, future payments will be required to be in Certified Funds only. **Three Day Demand Notices will be posted for delinquent rents and/or unpaid charges. A \$50.00 posting charge will be charged for each posting.**

**POSTING CHARGE:** There will be a \$50.00 charge for posting a "Three Day Notice to Pay Rent or Quit". This shall not be construed as a waiver of Lessor's right under this lease or by law to evict Tenant(s) for non-payment of rent. There will also be a \$50.00 charge for posting a "Demand for Compliance" for any lease violation.

### 1.7 CONDITION CARE AND CONDUCT

#### CONDITION and CARE:

1. It is agreed that no representations were made allowing alteration, repair or improvement of the leased premises. All properties are rented "AS IS" and shall be returned to the Landlord in good condition. Tenant(s) will be 100% responsible for all repairs due to negligence or willful acts by Tenant(s), guests or unknown persons, including but not limited to doors, windows, walls, screens, fences, ceiling fans and cabinets. Any nail holes or damage to paint made by Tenant(s) or any other parties will be repaired and billed back at the Landlord's discretion. Tenant(s) agrees to pay any additional touch up painting costs. Cost of touch up painting will be deducted from the Tenant(s) security deposit. Touch up painting shall include, but is not limited to: painting entire walls, entire rooms, or the entire property if necessary. **Landlord will repair, fill and paint any nail holes and/or wall damage at Tenant(s) expense.**

2. Tenant(s) is required to report any needed maintenance on the property. Any expense to repair damage resulting from Tenant(s) failure to report said needed maintenance shall be paid by Tenant(s). Tenant(s) shall promptly notify Landlord of: water leaks; electrical problems; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Tenant(s) shall report promptly to Landlord any malfunctions of any smoke alarm or fire extinguisher, if any. If smoke alarm or carbon monoxide detector starts chirping, Tenant(s) is responsible for replacing batteries. Tenant(s) are prohibited from disconnecting or disabling detectors. Tenant(s) agrees to check the smoke alarms and carbon monoxide detectors once a month and agrees to notify Landlord if they are not in working order after trying to replace the batteries.
3. Tenant(s) agree that in the event that one or more appliances at leased premises ceases to operate, Tenant(s) shall promptly notify Landlord in writing. Landlord shall have the option to repair or replace the appliance at Landlord's sole discretion. Tenant(s) agree that Landlord shall under no circumstances be obligated to Tenant(s) for paying Tenant(s) expenses, such as laundry service, replacement of spoiled food, replacing Tenant(s) belongings that were damaged as a result of an appliance failure or leak. Landlord shall act with customary diligence to make repairs and re-connections. **Rent will not abate** while repairs are being made or while awaiting replacement or repair of appliances.
4. Tenant(s) shall clean thoroughly and often to prevent mold/mildew from accumulating on shower and tub caulk. **Any shower or tub caulk that has mold/mildew at move out will be removed and replaced and the cost charged back to Tenant(s). Any damage from moisture causing mold/mildew to accumulate on walls and ceilings (especially in bathrooms) will be repaired by Landlord and charged back to Tenant(s).**
5. If Tenant(s) fails to leave the heat at 62 degrees or above during the winter months and any pipe in the premises freezes and breaks, the Tenant(s) agree to be financially liable for any and all damages.
6. If Tenant(s) incur any charges beside rent; including but not limited to: maintenance repairs, trash removal, yard waste/debris removal, cigarette butt cleanups, party messes, additional trash pick-ups made by trash removal company or yard work, they will have 14 days to pay for services rendered. All unpaid charges are subject to late fees. Tenant(s) may be charged if trash haulers have to make a special trip due to parked vehicles blocking dumpsters.
7. Tenant(s) shall replace all inoperable light bulbs and fluorescent tubes on the premises during the tenancy and at move out; this includes exterior bulbs controlled by Tenant(s). **All bulbs in a fixture must be matching.**
8. **THERE ARE NO BURNING CANDLES, FIRE PITS, OR AN OPEN FLAME OF ANY KIND ALLOWED ON THE PREMISES AT ANY TIME.** Any damage to the property due to burning candles or using any other open flame devices will be the sole responsibility of the Tenant(s).
9. Tenant(s) is responsible for and shall reimburse Landlord for costs associated with any drain or plumbing fixture which becomes obstructed or blocked during the occupancy due to Tenant(s) actions. Tenant(s) shall reimburse Landlord, upon demand, for all costs involved in clearing such blockage and/or repairing the plumbing fixtures as a result of such blockage. Do not use "Drano" or similar products. Tenant(s) agrees to maintain a toilet plunger at the premises at all times. Toilets are not equipped to handle anything other than bodily waste and toilet paper; do not flush any other kind of debris down the toilet, including but not limited to **feminine products, paper towels**, wipes, condoms, rubbish, cleaning products or anything else labeled as "flushable". Do not put grease or coffee grounds down the drain. If your toilet is clogged and overflowing onto the floor, turn off the water at the base of the toilet to mitigate damages to floor or ceilings below.
10. Landlord reserves the right to permanently remove the garbage disposal, if deemed not repairable, during this lease term.
11. Tenant(s) shall keep all portions of the premises in clean and habitable condition; free from filth, rubbish and objectionable odors.
12. Do not use regular dish washing soap in dishwashers or laundry machines or cost of repairs and cleanup will be charged to Tenant(s).
13. Anything stored on the premises outside of your residence may be disposed of without notice.
14. If rental property is part of an Owner's Association, Tenant(s) agrees to abide by all rules and regulations of the Association now in effect or those that may become effective in the future, as well as the restrictive covenants, if any.
15. Tenant(s) shall be responsible for removal of all hoses from exterior faucets after each use during freezing weather, in order to prevent water lines from freezing and subsequent damage to property. Any damage so caused shall be the financial responsibility of the Tenant(s).
16. Landlord may regulate the use of patios, balconies, porches, and yards; including the prohibition of the storage or use of furniture, barbecue grills and flammable substances. **DO NOT DISPOSE OF GREASE ONTO THE EXTERIOR OF THE PROPERTY INCLUDING LAWNS AND ROCK AREAS.**
17. Excessive noise, breaking of the rules or excessive or repeated damage to the leased premises by a Tenant(s), a member of a Tenant(s) household, or a guest will be considered breach of this lease and shall be grounds to evict Tenant(s)

**CONDUCT:** Tenant(s) agree not to commit or permit any objectionable or disorderly conduct, noise or nuisance whatsoever around the premises or in their unit. The Tenant(s) understands and agrees that in the first instance of disorderly conduct, noise or nuisance, a written warning will be issued to them by the Landlord and that any further conduct of this nature will be met with a Notice of Eviction, upon receipt of which the Tenant(s) agrees to vacate the premises immediately. To the extent Tenant(s) Occupants or Guests are students at the University of Colorado, Landlord may notify the CU Office of Student Conduct of any behavior or lease violation which may

represent a violation of the CU Student Conduct Code. Landlord may fully cooperate with any CU Office of Student Conduct action for assessment of probation, community service, suspension or expulsion. If Landlord is required to attend any court proceedings due to Tenant(s) conduct, Tenant(s) will be charged at a rate of \$250/hour for preparation and court appearances. Tenant(s) and all Occupants or guests may not engage in the following activities: loud or obnoxious conduct, including unreasonable odors; disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the property, including unreasonably hostile communications with the Landlord or the Landlord's representatives, including unreasonably foul language; possessing, selling, or manufacturing illegal drugs or drug paraphernalia as **determined by federal law**; engaging in or threatening violence; possessing a weapon prohibited by Colorado Law; discharging a firearm in or on the property; displaying or possessing a gun, knife, or other weapon; acts prohibited by statute, ordinance or rules and regulations of any government entity or homeowner association; conduct which results in the issuance of a nuisance letter or notification of violation from any governmental agency; storing anything in closets having a gas appliance; tampering with utilities; bringing hazardous materials onto the property. Tenant(s) must notify management **immediately** of any violation received from Code Enforcement agencies. **Tenant(s) will be charged \$100.00 as liquidated damages in the event that Law Enforcement is called to the premises as a result of excessive noise or nuisance.**

## 1.8 PARKING, PETS, PEST, FIREPLACES, GRILLS AND ROOFS

**MOTOR VEHICLES AND PARKING:** For properties with onsite parking, Tenant(s) will need a parking permit to park on the property. Parking is on a first come first serve basis and purchase of a parking permit does not guarantee a parking spot. Landlord is not responsible for the safety of or damage to Tenant(s) or any Occupants' or guests' automobiles. Landlord may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Landlord may change the configuration or allocation of parking places at any time. Landlord may have vehicles parked in violation of the Lease, rules or posted signs towed off the premises by the Landlord or hired towing company at the vehicle owner's expense, with or without prior notice. A vehicle is prohibited on the property and may be immediately towed, without prior notification of any kind, but not limited to: if the vehicle: (1) is parked in a marked handicap space without the legally required handicap insignia; (2) blocks another vehicle from exiting; (3) is parked in a fire lane or designated "no parking" area; (4) is parked in a space marked for other Tenant(s); (5) is parked on the lawn or sidewalk; (6) is abandoned, unlicensed, derelict, inoperable; (7) has flat tires or other conditions rendering it inoperable; (8) has an expired license or inspection sticker; (9) takes up more than one parking space; (10) belongs to a Tenant(s) or Occupant who has surrendered or abandoned the Rental Property; or (11) is the type of vehicle prohibited below, and Tenant(s) has failed to obtain Landlord's prior written consent. In the event the Landlord is fined or incurs any cost associated with Tenant(s) or any Occupants' or guests' vehicle, Tenant(s) shall immediately reimburse Landlord for such amounts. Tenant further agrees not to store and/or park any trailer, camper, boat, or any other similar recreational item or vehicle on the property without the written consent of the Landlord. Tenant(s) agrees not to store and/or park any commercial or public vehicle on the property under any conditions. Tenant(s) further agrees not to make any repairs of the aforementioned motor vehicle and/or recreational items on the property without the written consent of the Landlord. Tenant(s) agrees that oil, motor oil, or used oil will not be spilled, placed in trash containers, or left anywhere on the Premises or yard of Premises. The same provisions apply to used motors, motor parts, or used mechanical parts such as car or bike parts.

**PARKING PERMITS:** For properties that have onsite parking, Tenant(s) will need to purchase a parking permit. Parking is available on a first come first serve basis and purchase of a permit does not guarantee a parking spot.

**PETS AND SERVICE ANIMALS:** There shall be no animals kept on the premises, including ANY caged animals. Aquariums of 50 gallons or less may be approved at Landlord's discretion. "Visiting animals" are also prohibited. Tenant(s) may NEVER keep animals for friends or family. There will be a charge of \$100.00 per day for any animal found on the premises, per occurrence (unless Tenant(s) obtains written consent from Landlord). Tenant(s) hereby authorizes Landlord or his employees to remove any unauthorized pet from the Property to any impound facility without notice and without liability. Violation of the "No Pet" policy shall be considered a breach of this lease. All required notarized paperwork for Reasonable Accommodation Requests for Service, Assistance, or Emotional Support Animals must be completed PRIOR to signing the lease agreement and prior to bringing an animal onto the property or fines or possible eviction will apply at Landlord's discretion. In case of allergies, we cannot guarantee that any property has been totally "pet free".

**RODENT OR PEST INFESTATION:** Tenant(s) is responsible for initiating the treatment for any rodent or pest infestation. If attempts made by the Resident to rectify the problem do not succeed, Tenant(s) is responsible for contacting Landlord, who will then contact a pest control specialist. If the rodent or pest infestation is caused by the actions of the Tenant(s) including but not limited to the Tenant(s) cleanliness, lifestyle, or pets, the Tenant(s) will be charged in full for the costs of these services.

1. If Tenant(s) fails to report any pest infestation and/or problems with the Rental Property within seven (7) days of move-in, it shall be an acknowledgement by Tenant(s) that the Rental Property is acceptable, in good condition, and pest free.

2. To the extent the Rental Property has ever been infested by rodents and vermin, including, but not limited to, beetles, spiders, ants, roaches, bed bugs, mice, and rats (collectively "Pest"), Landlord believes that appropriate extermination response has been made to any infestation and that the Rental Property is not currently infested by Pests.

3. Tenant(s) is responsible for initiating the treatment for any rodent or pest infestation. If attempts made by the Resident to rectify the problem do not succeed, Tenant(s) is responsible for contacting Landlord, who will then contact a pest control specialist. **If the rodent or pest infestation is caused by the actions of the Tenant(s) including but not limited to the Tenant(s) cleanliness, lifestyle, or pets, the Tenant(s) will be charged in full for the costs of these services.** Tenant(s) shall cooperate fully with and undertake all efforts and tasks required by Landlord or Landlord's pest control contractor employed to eradicate Pests. Tenant(s) full cooperation includes but is not limited to immediately reporting Pest infestation to the Landlord, making the Rental Property available for entry to complete Pest inspection and eradication treatment(s), completing all required pretreatment activities, evacuating the Rental Property during and after treatment for the required time frame, completing all required post-treatment activities, and immediately reporting ineffective treatment or re-infestations to



the Landlord **in writing**. In the event the Landlord reasonably determines that any of Tenant's personal property is infested with any Pest, Landlord may require that such personal property be permanently removed from the Rental Property upon three day written demand and may require that such personal property be sealed prior to removal in order to keep Pest from spreading to common areas or other residences in the complex.

4. Tenant(s) may request reasonable extermination services at any time. All requests must be **in writing**. Landlord will notify Tenant(s) in advance of each Pest inspection, including providing a preparation sheet. Notification is presumed received if Landlord hands the notice and instructions directly to Tenant(s) or if Landlord posts the notice and instructions to Tenant(s) unit.

5. If Tenant(s) promptly notifies Landlord and cooperates with Landlord and/or Landlord's pest control contractor and the unit is either re-infested or the initial treatment is ineffective, Landlord will schedule re-inspection and re-treatment at no cost to Tenant(s). If Tenant(s) is not fully prepared for the treatment, Tenant(s) shall be billed for the actual cost of service. If Tenant(s) fails to cooperate fully with the treatment plan and the unit is either re-infested or the initial treatment is ineffective, Tenant(s) agrees to pay all costs of all subsequent treatments, as well as the cost of treatments for the spread of the infestation to additional units.

6. Landlord, Landlord's employees, officers, or directors are not liable to Tenant(s) for any damages caused by Pests, including but not limited to, replacement of furniture, medications, or medical expenses. Landlord, Landlord's employees, officers, or directors are not responsible for any damage done to Tenant(s) unit or personal items during pest control inspections or treatments.

7. Tenant(s) acknowledges that Landlord's efforts to provide a Pest free environment, does not in any way change the standard of care that Landlord owes Tenant(s) under the Lease. Tenant(s) further acknowledges that Landlord does not guaranty or warranty a Pest free environment. Tenant(s) acknowledges and understands that Landlord's ability to police, monitor, or enforce the agreements are dependent in significant part on Tenant(s) voluntary compliance and cooperation.

8. Tenant(s) acknowledges that **used** or **secondhand** furniture is the primary way that bed bugs and roaches are spread. Resident agrees to not acquire or purchase used or secondhand furniture. Tenant(s) acknowledges that sharing vacuum cleaners, etc. is another highly possible way to spread bed bugs and roaches. Tenant(s) shall not share such items with other residents.

**FIREPLACES: ALL WOOD BURNING FIREPLACES ARE DEEMED INOPERABLE UNLESS WRITTEN PERMISSION HAS BEEN GIVEN BY LANDLORD. ANY DAMAGE CAUSED BY TENANT(S) ATTEMPTING TO USE INOPERABLE FIREPLACES WILL BE THE SOLE RESPONSIBILITY OF TENANT(S).** If written permission to use fireplace is given, Tenant(s) must provide a certificate showing proof of Renters Insurance to Landlord prior to using the fireplace. Sunnyside Property Management MAY approve use of a fireplace after Tenant(s) has provided proof of Renter's Insurance and notified Sunnyside Property Management of intended use. Fireplace **MUST** be inspected prior to use and this will occur pending contractor availability. There will be a \$100.00 liquidated damages charge for illegal use of the fireplace. If fireplace inspection shows any portion of the fireplace to be damaged, cracked, defective, etc. fireplace will be deemed unusable. No rent adjustments will be made.

**THERE SHALL BE NO: Beer pong, ping pong or any gaming tables of any kind on the lawn, swing sets, water beds, trampolines, snow/skate/bike ramps, charcoal grills, or turkey fryers allowed on premises. Satellite dishes are NOT allowed without prior written approval from Landlord and Tenant(s) must furnish proof of renter's liability insurance to Landlord before installation. Any unapproved satellite dishes will be immediately removed at Tenant(s) expense and any damage caused from a satellite dish will be repaired at Tenant(s) expense without notification.**

**GRILLS and FIRE CODES: City of Boulder fire codes prohibit, and Tenant(s) shall prevent the use of grills and other open flame cooking appliances on combustible balconies or within 10 feet of combustible construction such as wood balconies and wood product siding. Tenant(s) shall comply with all local fire codes, which includes no open burning or fire pits. DO NOT USE POTTING SOIL TO EXTINGUISH SMOKING MATERIALS AS IT IS FLAMMABLE.**

**ROOFS:** Access to rooftops is strictly prohibited, except in an emergency. A \$500 charge will be assessed per occurrence as well as any additional damages and repairs needed. Tenant(s) is not allowed to attach anything or authorize any company or another party to attach anything on the roof. **With this violation Tenant(s) are subject to eviction.**

**SMART REGS:** The City of Boulder's "Smart Regs" Ordinance requires all licensed rental properties to achieve a specific level of energy performance. In order to fulfill this requirement, Landlord and Tenant(s) agree to cooperate in all phases of this requirement. The parties agree as follows:

1. An initial audit of your unit will be required. In addition, several other potential installations and/or services may be required to fulfill the city's requirements. Tenant(s) agrees to cooperate to schedule and allow this energy conservation work to be done and further agrees to move any personal possessions requested in order to make areas accessible for the work and audits.

2. Tenant(s) also hereby agrees to allow Landlord to obtain copies of their utility bills from the utility provider. Tenant(s) will complete any City and/or County of Boulder Utility Release Forms and forms required by Xcel or any other energy provider for any energy related rebates. In addition, any rebates obtained due to the energy conservation work that is paid for by the Landlord will be assigned to the Landlord by the Tenant(s).

3. Tenant(s) agrees that if any CFL bulbs are broken, the EPA clean-up guidelines found at <http://www.epa.gov/cfl/cflcleanup.html> will be followed by Tenant(s).

4. Tenant(s) and Landlord agree that any violation is a material violation of the Lease, and Landlord may give a demand for compliance or possession.

## 1.9 EXTERIOR, SAFETY, LEGAL

**EXTERIOR:** No indoor or upholstered furniture will be allowed on the exterior of the Property, including porches, roofs, decks and lawns. This type of furniture is a fire hazard and if seen, Tenant(s) will be charged \$50.00 per occurrence plus posting charges. Landlord may remove and dispose of said furniture without prior notice at Tenant's expense.

**HOLDING OVER:** A \$500.00 per day charge, considered liquidated damages for additional managerial duties, will be charged if Tenant(s) does not leave at the end of the lease term, effective and including day of lease end at 12:01 p.m., and again at 8:00 a.m. for each day thereafter. If another Tenant(s) is waiting to move in, Landlord, may remove Tenant's belongings, ALL costs will be charged back to Tenant(s) including any losses suffered by Landlord or any person who had to wait for Tenant(s) to vacate in order to move in.

**SCREENS:** Tenant(s) should be advised that the City of Boulder and other governmental agencies do not require screens on windows. If an existing screen and/or screen or storm door or window is broken or torn, it may be replaced at Landlord's discretion. A screen will not necessarily be installed if it was not there at time of move-in. A request may be made and its replacement will be at the discretion of the Landlord.

**EVICTION:** Tenant(s) shall continue to be liable for rent and be bound by the other provisions of this lease during this lease term, even though Landlord has chosen to seek eviction because of Tenant(s) breach of this lease. In eviction suits, any one of multiple Tenant(s) is considered the Agent of all other Tenant(s) in the Rental Property for service of process.

**ABANDONMENT:** If the premises are abandoned or if Tenant(s) is evicted, Tenant(s) will remain liable for any loss of rent for the remainder of the lease term. Tenant(s) is responsible for all costs involved to re-rent premises, including Landlord's time. Landlord will attempt to re-rent the premises and may adjust rent to minimize any loss.

**POSSESSION:** If Landlord is unable to deliver possession of the property at the commencement hereof, Landlord shall not be liable for any damages caused thereby, nor shall this agreement be void or voidable, but Tenant(s) shall not be liable for any rent until possession is delivered during the term of the said Lease. **If Tenant(s) is leasing the premises "sight unseen", Tenant(s) acknowledges that Tenant(s) is aware of the inherent risks of such action and Tenant(s) agrees to be bound by this lease, such as but not limited to any reason whatsoever new lessee does not like or want the leased unit and will remain fully responsible for the full lease term and terms thereunder .**

**EARLY POSSESSION:** Tenant(s) agree if they take possession of the leased premises prior to the beginning of the term, with Landlord's approval, they may be responsible for additional pro-rated rent and all terms of future lease are binding upon possession, and accept the property in its AS IS condition.

**DEFAULT BY TENANT(S):** Tenant(s) will be in default if Tenant(s) or any occupant is arrested for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance as defined by **FEDERAL LAW**. Tenant(s) will remain liable for any loss of rent for the remainder of the Lease term. **Tenant(s) will also be in default if Landlord or any of his employees find Tenant(s) in possession of a controlled substance.**

**TENANT SAFETY:** Tenant shall not treat any of Landlord's security measures as an express or implied warranty of security or as a guarantee against crime or of reduced risk of crime. Any security measure undertaken by Landlord shall be for the benefit of Landlord and for the exclusive purpose of protecting Landlord's property and shall not be relied upon by Tenant(s). Landlord shall not be liable to Tenant(s) or any guests or Occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Landlord shall not be obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. Landlord shall not be responsible for obtaining criminal history checks on any Tenant(s), Occupants, or guests in the community. If Tenant(s) or any Occupant or guest is affected by a crime, Tenant(s) shall make a written report for Landlord's representative and for the appropriate local law enforcement agency. Tenant(s) shall also furnish Landlord with the law enforcement agency's incident report number.

**DEFINITION OF PREMISES:** Premises shall be defined as a building including the land immediately surrounding it and belonging to it with its appurtenances (as grounds or easements).

**JURY WAIVER:** Landlord and Tenant(s) agree that any claim by one against the other, whether for possession of the Rental Property or for monetary damages, shall be tried before a state court judge and not before a jury. Both Landlord and Tenant(s) hereby waive any and all right to trial by jury.

**ESTOPPEL:** If requested, within seven days of Owner's written request, Tenant(s) shall execute and deliver to Owner, on Owner's form, a written statement, acknowledging that: 1) Tenant(s) currently occupies the Premises pursuant to a valid written Lease; 2) the date of the Lease and the most recent renewal (collectively the "Lease"); 3) the Lease is unmodified and in full force and effect; 4) Owner is not in default of the lease; 5) Landlord has performed all duties required under the lease, including but not limited to all maintenance and repairs; 6) Tenant(s) has no knowledge that Owner is in violation of any law; 7) Tenant(s) has no offsets or credits against rent due under the Lease, nor any legal claims or defenses arising from the Lease or Tenant(s) use and occupancy of the Premises; and 8) any other matters that Owner or Owner's lender may reasonably require.

## 1.10 RENEWAL, LEASE CHANGES

**LEASE RENEWAL AND/OR TERMINATION:** Tenant(s) understands and acknowledges that Sunnyside Property Management is not obligated to notify them that their premises will be pre-leased at any time after the start of term. If Resident wants to renew their lease for the next term Resident must notify Sunnyside Property Management prior to October 1st, during the term and prior to next term being pre-leased. IF TENANT(S) HAS NOT SIGNED A LEASE RENEWING TENANT(S) RENTAL OF THE PREMISES FOR AN ADDITIONAL TERM, THIS LEASE SHALL AUTOMATICALLY TERMINATE AT NOON ON LEASE END DATE WITH NO FURTHER NOTICE FROM LANDLORD. Tenant(s) further acknowledges that Landlord is under no obligation to renew this lease with Tenant(s) during lease term. Tenant(s) who have been verbally abusive to management staff will not be offered a renewal. Tenant(s) must have a zero balance (\$0.00) on their account, no other default on lease and pay an additional security deposit at time of lease renewal. **Any Tenant(s) that required a guarantor with current lease term is also required to have a new guarantor agreement with renewal lease. Sunnyside Property Management will send this document to the current guarantor from information provided at the time of original lease; if this information has changed, it is the responsibility of Tenant(s) to provide management company with updated information. If Sunnyside Property Management does not receive this updated document within 30 days of signed renewal lease, then Tenant(s) will be in default of renewed lease agreement. Tenant(s) agrees to keep premises in an especially clean and tidy condition for full showing privileges.** If premise is not clean for showings, Landlord will have the right to have it cleaned by a professional cleaning company and charge the Tenant(s) for the expense; payment is due for this service upon request. Landlord may place a "FOR RENT" or "FOR SALE" sign in the window or on the property at any time during the lease term. In showing your rental to prospective future Tenant(s) any derogatory statements and or actions by current residents and/or their guests will result in a \$250 liquidated damages charge. Tenant(s) could also be held liable for said unit not being re-leased due to these actions.

**ROOMMATE/RESIDENT CHANGE:** Tenant(s) shall not assign this Lease, or sublet, or create a roommate change of any portion of the Leased property, for any part or all of the term of this Lease without prior written consent of Landlord which is at the Landlord's sole discretion. Approval of new Tenant(s) is the sole discretion of Landlord, and Landlord may deny a new Tenant(s) for any reason without disclosing those reasons to current Tenant(s). There will be a \$500.00 roommate change charge each time a roommate change is approved. All Departing and Remaining Tenant(s) must sign the "Roommate Change Agreement". If Tenant(s) fails to complete the Roommate Change Agreement and remains in the property, an administrative fee of \$100.00 shall be charged as liquidated damages and the balance of the Roommate Change Fee shall be returned to Tenant(s) as a credit to the account. **The full amount of original security deposit must stay with the property. The new and departing lessees must decide the appropriate amount of security deposit, if any, to change hands, without any involvement whatsoever from Sunnyside Property Management. Sunnyside Property Management will NOT do any type of inspection to aid in this process. Landlord may require all prior charges must be paid in full before new lessee takes possession.** New Lessee(s) agrees to accept the unit in an "AS IS" condition. Sunnyside Property Management is not responsible for the cleaning, removal of unwanted belongings, etc. left by the Departing Lessee(s). Furthermore, if applicable, no furniture changes will be made for the New Lessee(s). The "ROOMMATE CHANGE" is not applicable to any Studio, 1 bedroom or "No Roommates property" where Landlord allowed a "couple" to reside; in the event that one Tenant(s) chooses to leave, the remaining Tenant(s) may remain as a sole lessee. **Departing Roommate will NOT receive a security deposit return and agrees that all monies paid for security deposit will remain with the property until leased unit is completely vacated by all original lessees and property is re-leased at which time security deposit will be refunded, less any charges to Lessees on the lease at time of final move out.**

### EARLY TERMINATION:

1. **Landlord may permit Early Termination; however, it shall be Tenant(s) sole responsibility and expense to find a new Tenant(s) acceptable to Landlord.** Approval of new Tenant(s) is the sole discretion of Landlord, and Landlord may deny a new Tenant(s) for any reason without disclosing those reasons to current Tenant(s).
2. If Early Termination is permitted, Landlord may require a new lease at a different monthly rental rate and for a different time period. If rent is less than original rent for term of said lease Tenant(s) will make up the difference in advance.
3. **THERE SHALL BE A CHARGE OF ONE MONTH'S RENT, PAID IN ADVANCE BY TENANT(S) TO AGENT FOR SAID EARLY TERMINATION ADMINISTRATION COST.** It must be paid prior to any action to be taken by Sunnyside Property Management, related to the Early Termination process. **The Early Termination charge is neither a Lease Contract cancellation fee nor a Buyout fee, and does not release Tenant(s) from continued liability under said terms of this lease, until an acceptable replacement has signed a lease and paid Security Deposit in full.**
4. Tenant(s) must have a \$0 balance at the time of signing the Early Termination Agreement.
5. Tenant(s), who are early terminating, who received a rental promotion at move-in in exchange for full lease term, must refund the full amount of the promotion, paid prior to Landlord executing a new lease.
6. There shall be no furnishings or personal belongings left in unit under any circumstances.
7. Current Tenant(s) is responsible for rent and utilities until day prior to new lease start date. Tenant(s) understands that there is a three business day period needed to prepare the property for the next Tenant(s) and that they will be responsible for the rent and utilities during this time period even though they have vacated the property.
8. No readiness will be made to unit until a new lease is signed.
9. If Tenant(s) fails to complete the Early Termination Agreement and remains in the property, an administrative fee of 25% of the fee paid shall be charged as liquidated damages and the balance shall be returned to Tenant(s) as a credit to the account.

## 1.11 DISCLOSURE, MARIJUANA, LEASE AGREEMENTS

**DISCLOSURE OF INFORMATION:** Landlord may disclose any and all information in Landlord's possession regarding Tenant(s) and all Occupants to any requesting law enforcement or other governmental agency, including the U.S. Census Bureau, local police or

representatives of the University of Colorado. Landlord shall not be obligated to disclose any information to any third-party. At landlord's option, Landlord may disclose information regarding rental history if requested or authorized by Tenant(s) in writing.

The Security and Cleaning Deposit is being held by owner. Simple, non-compounded interest shall be paid to Tenant(s) on deposits, for properties in the City of Boulder only, and will be paid at the rate set by the City of Boulder. Interest shall be paid with return of Security Deposit. Interest shall begin to accumulate upon receipt of Security Deposit.

There shall be no marijuana growing, possession or use on the property; this includes medical marijuana of any kind or anything related to growing, manufacturing or distributing. It is a federal offense and will be prosecuted to the full extent of the law.

Any failure on the part of the Tenant(s) to comply with any of the terms of the Lease Agreement or the Rules and Regulations that are in effect shall, at the discretion of the Landlord, terminate this lease, along with all rights of the Tenant(s).

In entering into the Lease and agreeing to the Rules and Regulations, the Tenant(s) relies solely upon the statements contained in the Lease and said Rules and Regulations and acknowledges that each document has been read fully and that he/she understands the same, and has received a copy of all documents upon completion. Only one copy of the lease will be given by the management company per unit. Additional copies of the lease can be purchased for \$5 per copy.

THIS LEASE is the sole agreement between the parties and any additions, deletions or modifications may not be made without written consent of both parties. There shall be no oral agreements. All agreements must be in writing.

**All parties to the Lease agree that Electronic including Appfolio, facsimile (fax) and emailed signatures shall be binding.**

THIS LEASE shall be binding on the parties, their guarantors, their personal representatives, successors and assigns.

## 1.12 NO SMOKING

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**THIS IS A NON-SMOKING BUILDING.**

**THERE WILL BE NO SMOKING OF ANY SUBSTANCE**

**BY TENANT(S) OR TENANT(S) GUESTS!!!**

**THIS WILL BE STRICTLY ENFORCED.**

1. Tenant(s) understand and acknowledge that smoking in the unit may result in damage that may require extra cleaning, painting, re-carpeting and/or the replacement of window coverings of the entire unit to remove smoke residue and/or smoke odor, the cost of which will be deducted from the Tenant(s) security deposit. **Landlord makes no representation or warranty that the Rental Property or any of the real property around or near the Rental Property has been or will be smoke free.** Tenant(s) may smell or otherwise experience smoke on the Rental Property or common areas during the term of the Lease. **Smoking on balconies, patios and decks is restricted. No smoking within 25 Feet of any building.** No amount of discoloration or smell from smoking or any other action shall be considered ordinary wear and tear.
2. **Burning of incense will not be allowed.**
3. Any violation of these requirements will constitute an Eviction.
4. I understand that if I am evicted, I will still be responsible to pay the remainder of my lease.

## 1.13 MAINTENANCE AND EMERGENCIES

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### MAINTENANCE AND EMERGENCIES

Tenant(s) acknowledges that **Regular, Non-Emergency** Maintenance Work Orders may be submitted online.

Tenant(s) acknowledges that this feature is not monitored 24/7.

**DO NOT SUBMIT WORK ORDERS FOR EMERGENCY SITUATIONS ONLINE OR TENANT(S) WILL BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY ISSUES NOT BEING RESOLVED IN A TIMELY MANNER.** This includes but is not limited to: frozen or burst pipes, severe plumbing leaks, gas leaks, Carbon Monoxide detectors sounding, no heat during cold weather, plumbing or sewage backup, lack of hot water, broken entry door lock, etc.

**FOR EMERGENCIES DURING WORKING HOURS AND AFTER HOURS CALL:**

303-442-7773

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

## 2. Lead Based Paint

### 2.1 LEAD BASED PAINT

The printed portions of this form have been approved by the Colorado Real Estate Commission. (LP46-1-97)

#### Lead-Based Paint Disclosure (Rentals)

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

<<Unit Address>>

**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 from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord's must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant(s) must also receive a federally approved pamphlet on lead poisoning prevention.

#### Landlord's Disclosure to Tenant(s) 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):

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

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

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

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

Landlord has provided the Tenant(s) with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

### Tenant(s) Acknowledgment

- (d) Tenant(s) has read the Lead Warning Statement above and understands its contents.
- (e) Tenant(s) has received copies of all information, including any records and reports listed by Landlord above.
- (f) Tenant(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 the Landlord of Landlord's obligations and is aware of licensee's responsibility to ensure compliance.

### Certification of Accuracy

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

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
Initial Here

## 3. Brokerage Disclosure to Tenant(s)

### 3.1 DEFINITIONS OF WORKING RELATIONSHIPS

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (BDT20-9-08)(Mandatory 1-09)

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

### BROKERAGE DISCLOSURE TO TENANT

#### DEFINITIONS OF WORKING RELATIONSHIPS

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

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

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

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

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

## RELATIONSHIP BETWEEN BROKER AND TENANT

Broker and Tenant referenced below have NOT entered into a tenant agency agreement. The working relationship specified below is for a specific property described as:

<<Unit Address>>

or real estate which substantially meets the following requirements:

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

### CHECK ONE BOX ONLY:

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

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

### CHECK ONE BOX ONLY:

**Customer.** Broker is the Landlord's agent and Tenant is a customer.

Broker, if acting as Landlord's agent, intends to perform the following list of tasks with Tenant:

- Show** a property
- Prepare and Convey** written offers, counteroffers, and agreements to amend or extend the lease
- Discuss financial terms of lease**
- Supply Information** on the property, services, community and related matters.
- Customer for Broker's Listings – Transaction-Brokerage for Other Properties.** When Broker is the Landlord's agent, Tenant is a customer. When Broker is not the Landlord's agent, Broker is a transaction-broker assisting in the transaction.
- Transaction-Brokerage Only:** Broker is a transaction-broker assisting in the transaction.

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

**THIS IS NOT A CONTRACT.**

If this is a residential transaction, the following provision shall apply:

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

**TENANT ACKNOWLEDGMENT:**

Tenant acknowledges receipt of this document on <<Lease Creation Date>>

**BROKER ACKNOWLEDGMENT:**

On<<Lease Creation Date>>

Broker provided<<Tenants (Financially Responsible)>>(Tenant) with a copy of this document via attached copy of lease and retained a copy for Broker's records.

Brokerage Firm's Name: Sunnyside Property Management

By initialing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_  
Initial Here

## 4. Mold

### 4.1 MOLD ADDENDUM

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This Mold Addendum is made <<Lease Creation Date>> (date) by Sunnyside Property Management (LLC) (Owner and /or Owner's Agent) and <<Tenants (Financially Responsible)>> (Tenant(s) and made part of this lease and any other attachments hereto shall remain in full force and effect.

**Tenant(s) Obligations Regarding Mold:**

Tenant(s) shall keep the property, particularly the kitchen, bathroom(s), carpets and floors clean through regular vacuuming, mopping and use of household cleaners on hard surfaces.

Tenant(s) shall immediately and consistently remove all visible moisture from all surfaces in the property. **Any damage from moisture causing mold/mildew to accumulate on walls and ceilings (especially in bathrooms) will be repaired by Landlord and charged back to Tenants security deposit.**

Tenant(s) 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.



Tenant(s) shall immediately inform Owner's Agent in writing of any water leaks or signs of water leaks as well as any missing grout or caulk in tiled areas.

Tenant(s) shall reasonably prevent and shall immediately clean and dry all plant watering overflows, beverage spills, cooking spills, pet urination and overflows from fixtures and appliances.

Tenant(s) shall ensure that all shower doors and curtains are utilized to prevent water from escaping any tub or shower enclosure.

Tenant(s) shall not allow damp clothes and towels to accumulate and shall consistently hang towels on towel racks to allow them to dry.

Tenant(s) shall keep all windows and doors closed during adverse weather and when the property is unattended.

In the event of visible accumulation of mold on hard surfaces, Tenant(s) 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, Tenant(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.

**If mold/mildew is present on bathtub or shower caulk at move out, caulk will be scraped and replaced at Tenant(s) expense.**

Tenant(s) shall place and store Tenant(s) personal property to prevent it from becoming wet or damaged in the event of water leakage, backup or flooding.

#### **Owner's Agent Obligations Regarding Mold:**

Upon written notification by Tenant(s), Owner's Agent shall, within a reasonable time, repair water leaks in the apartment, provided such leaks are not caused by the misuse or neglect of Tenant(s) or any occupants, guests or invites of Tenant(s), or by any violation of the lease or this Mold Addendum by Tenant(s) or any Occupant, guest or invites of Tenant(s).

Upon written notification by Tenant(s), Owner's Agent shall, within a reasonable time, clean or apply biocides to visible mold on porous surfaces such as sheet rock walls and ceilings, provided such visible mold had not been caused by the misuse or neglect of Tenant(s) or any Occupant, Guest or invites of Tenant(s) or by any violation of the lease of this Mold Addendum by Tenant(s) or any Occupant, Guest or invites of Tenant(s).

#### **Remedies:**

Owner's Agent and or Owner do not warrant or represent that the apartment shall be free from mold.

A breach of this Mold Addendum by Tenant(s) shall be a material violation of the Lease allowing Owner's Agent to recover possession of the property, following Demand for Possession or Compliance in accordance with the state law, and all other rights and remedies contained in the Lease.

In the event of a breach of this Mold Addendum by Owner's Agent, Tenant(s) sole and exclusive remedy shall be to immediately vacate the apartment and Tenant(s) obligation to continue to pay rent shall terminate the date Tenant(s) delivers possession of the property to Owner's Agent. Owner's Agent and/or Owner shall in no event be liable for consequential damages such as damage to Tenant(s) personal property or claims of adverse health conditions associated with exposure to mold.

**Warranties, Indemnifications and Releases:**

Tenant(s) hereby indemnifies and shall hold Owner’s Agent and/or Owner harmless from any and all claims or causes of action, arising (in whole or in part) from Tenant(s) breach of the obligations contained in this Mold Addendum.

Tenant(s) hereby releases Owner’s Agent and/or Owner from any and all claims of Tenant(s) or Occupant for the presence of mold in the property, other than claims based on breach of this Mold Addendum by Owner’s Agent and/or further releases Owner’s Agent and/or Owner from any and all claims of consequential damages, such as damages to Tenant(s) personal property or claims of adverse health conditions associated with exposure to mold.

By initialing below, you acknowledge and agree to the terms in Section 4.

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## 5. Addendum 1

### 5.1 DAMAGE POLICY - COMMON AREAS

**ADMINISTRATIVE DAMAGE FEE:**

Any and all damage created by residents, guests, or unknown persons will be charged/billed back to the current tenants collectively and paid equally. Tenants will be charged an additional administrative fee of 50% of the invoice amount. These charges will include but are not limited to: breakage, repairs, and cleaning. All charges are payable on demand and are subject to any fines or late fees within the body of this lease. All charges will be divided equally among all current occupants, unless any one person can be held accountable for the charge

**COMMON AREA CHARGES:**

All charges for cleaning or damage to the common areas of the building or property will be divided equally among all residents of the property. To the extent possible, charges to individuals for damages will be billed directly to the resident responsible. Sunnyside Property Management, LLC will provide a breakdown of these charges and the resident responsible for damages, if this information is provided to the agent in writing at the time of damage. All charges are due upon request and are subject to late fees.

**JOINT AND SEVERAL LIABILITY:**

All residents residing at said properties are joint and several. The language “joint and several” means that of more than one person has signed for said properties, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of all common areas, except where expressly otherwise agreed between Agent and Residents.

By initialing below, you acknowledge and agree to the terms in Section 5.

X \_\_\_\_\_  
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## 6. Addendum 2

### 6.1 NON-SMOKING/DRINKING BUILDING

**Sigma Nu Fraternity**

1001 Pleasant St.

1015 Pleasant St.

1021 Pleasant St.

1043 Pleasant St.

1315 11th St.

Boulder, CO 80302

THERE WILL BE NO SMOKING OR CONSUMPTION OF ALCOHOL BY TENANT OR TENANT'S GUESTS!!! Consumption of alcohol by tenant or tenant's guest applies to anyone under the age of 21 years old at time of consumption.

Tenant is NOT allowed to display empty alcohol bottles, posters, signage, or other paraphernalia that identifies or promotes alcohol or other controlled substances; in their room or in the common areas of the leased premises or the building. THIS WILL BE STRICTLY ENFORCED.

Any violation of these requirements will constitute an Eviction.

I understand that if I am evicted I will still be responsible to pay the remainder of my lease.

By initialing below, you acknowledge and agree to the terms in Section 6.

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## 7. Addendum 3

### 7.1 DUES PAYMENT SCHEDULE (IN ADDITION TO ROOM RENT & MEALS)

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#### **Sigma Nu Fraternity**

1001 Pleasant St.

1015 Pleasant St.

1021 Pleasant St.

1043 Pleasant St.

1315 11th St.

Boulder, CO 80302

Chapter Dues, which are exclusively for Chapter business/events, are \$1,300.00 for the year (subject to change) per person, to be paid by **separate check or money order**.

\$650.00 payable on or before move in August 15, 2019

\$650.00 payable on or before January 1, 2020

Meals are \$406.00/month (\$4,872.00 for the year), payable on or before the first day of each month with the room rent payment of \$1,100.00. Total rent + meal plan = \$1,506.00/month.

**Meals are provided through Academic year only.**

All payments are due on the dates stated above. **First payment of dues, rent and meal plan must be paid in order to receive keys to rental property.**

By initialing below, you acknowledge and agree to the terms in Section 7.

X \_\_\_\_\_  
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## 8. Addendum 4

### 8.1 DRUG FREE HOUSING

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#### **Sigma Nu Fraternity**

1001 Pleasant St.

1015 Pleasant St.

1021 Pleasant St.

1043 Pleasant St.

1315 11th St.

Boulder, CO 80302

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Landlord/Owner and Resident agree as follows:

1. Resident, any member of the resident’s household, or guest or other person under the Resident’s control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises. “Drug-related criminal activity” means the illegal manufacture, sale or distribution, use or possession with the intent to manufacture, sell or distribute, or use, of any controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).
2. Resident, any member of the Resident’s household, or a guest or other person under the Resident’s control shall not engage in any act intended to facilitate criminal activity including drug-related criminal activity, on or near project premises.
3. Resident or members of the household will not permit the dwelling unit to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or member of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location whether on or near project premises or otherwise.
5. Resident, any member of the resident’s household, or guest or other person under the resident’s control shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of firearms, on or near project premises.
6. **Violation of the above provisions shall be a material violation of the lease and good cause for termination of tenancy.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence.
7. In case of conflict between the provisions of the addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This lease addendum is incorporated into the lease executed or renewal this day between Landlord/Owner and Resident.

By initialing below, you acknowledge and agree to the terms in Section 8.

X \_\_\_\_\_  
Initial Here

# 9. Addendum 5

## 9.1 FRATERNITY SUSPENSIONS

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### **Sigma Nu Fraternity**

1001 Pleasant St.  
1015 Pleasant St.  
1021 Pleasant St.  
1043 Pleasant St.  
1315 11th St.  
Boulder, CO 80302

If tenant(s) are suspended from the Sigma Nu Fraternity, it may constitute limitation to the compound, grounds and buildings or eviction.

By initialing below, you acknowledge and agree to the terms in Section 9.

X \_\_\_\_\_  
Initial Here

# 10. Addendum 6

## 10.1 DOOR REPLACEMENT

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### **Sigma Nu Fraternity**

1001 Pleasant St.  
1015 Pleasant St.  
1021 Pleasant St.  
1043 Pleasant St.  
1315 11th St.  
Boulder, CO 80302

“Any door on the Sigma Nu property requiring replacement due to excessive force, or vandalism (defined for these purposes as “willful or malicious destruction of property”) will be charged at the rate of actual replacement cost plus a \$1,000.00 penalty. Tenant accepts and agrees to the penalty which is not liquidated damages, intended as a sanction against the guilty party and when assessed, has been immediately earned.”

By initialing below, you acknowledge and agree to the terms in Section 10.

X \_\_\_\_\_  
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# 11. Addendum 7

## 11.1 SLIDING SCALE - RENT

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### Sigma Nu Fraternity

1021 Pleasant St., Boulder, CO 80302

1043 Pleasant St., Boulder, CO 80302

1315 11th St., Boulder, CO 80302

1001 Pleasant St., Boulder, CO 80302

1015 Pleasant St., Boulder, CO 80302

**Sliding scale rent adjustments for this lease term for 1001, 1015, 1021, 1043 Pleasant St. and 1315 11th St., Boulder, CO 80302 (may adjust with doubles and/or late leases).**

**Rental Adjustments for 1021 Pleasant St., Boulder, CO 80302:** The aforementioned room rent is based upon the Chapter House having 9 members living in 1021 Pleasant St., Boulder, CO 80302. The total rent of One hundred eighteen thousand eight hundred dollars and no/cents (\$118,800.00) for this lease term. If the Chapter does not fill the house with the anticipated 9 members, then the rent will scale up for each member in order to reach the \$118,800.00 requirement.

**Rental Adjustments for 1043 Pleasant St., Boulder, CO 80302:** The aforementioned room rent is based upon the Chapter House having 18 members living in 1043 Pleasant St., Boulder, CO 80302. The total rent of Two hundred thirty seven thousand six hundred dollars and no/cents (\$237,600.00) for this lease term. If the Chapter does not fill the house with the anticipated 18 members, then the rent will scale up for each member in order to reach the \$237,600.00 requirement. If more than 18 members choose to live in the house the sliding scale will adjust based on number of members.

**Rental Adjustments for 1315 11th St., Boulder, CO 80302:** The aforementioned room rent is based upon the Chapter House having 7 members living in 1315 11th St. Boulder, CO 80302. The total rent of Ninety two thousand four hundred dollars and no/cents (\$92,400.00) for this lease term. If the Chapter does not fill the house with the anticipated 7 members, then the rent will scale up for each member in order to reach the \$92,400.00 requirement. If more than 7 members choose to live in the house the sliding scale will adjust based on number of members.

**Rental Adjustments for 1001 Pleasant St., Boulder, CO 80302:** The aforementioned room rent is based upon the Chapter House having 12 members living in 1001 Pleasant St. Boulder, CO 80302. The total rent of One hundred fifty eight thousand four hundred dollars and no/cents (\$158,400.00) for this lease term.. If the Chapter does not fill the house with the anticipated 12 members, then the rent will scale up for each member in order to reach the \$158,400.00 requirement.

**Rental Adjustments for 1015 Pleasant St., Boulder, CO 80302:** The aforementioned room rent is based upon the Chapter House having 15 members living in 1015 Pleasant St. Boulder, CO 80302. The total rent of One hundred ninety eight thousand dollars and no/cents (\$198,000.00) for this lease term.. If the Chapter does not fill the house with the anticipated 15 members, then the rent will scale up for each member in order to reach the \$198,000.00 requirement.

By initialing below, you acknowledge and agree to the terms in Section 11.

X \_\_\_\_\_  
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# 12. Addendum 8

## 12.1 GAMMA KAPPA SIGMA NU FRATERNITY BY LAWS AND 2 YEAR LIVE IN AGREEMENT ADDENDUM

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The Gamma Kappa Sigma Nu By-Laws are additional conditions to this lease that I agree to abide by. A copy of the By-Laws is available via any of the top-6 officers.

The Landlord enforcement provisions within this lease, as applied to any By-Law provision, is limited to any collection remedy for any delinquent financial obligation required therein.

In addition to signing this lease for 2 consecutive semesters (12 mo.), I agree to live in a room on the Gamma Kappa Sigma Nu Boulder property for 2 years (4 consecutive semesters). This room rent will be fixed for the 24 mo. period, unless the Sliding Scale Addendum provision is invoked (meal rate excluded).

Per fraternity By-Laws (stated at bottom of this agreement), if I fail to live on the property for two years, I understand that I will be suspended from the Chapter, unless an exception is obtained.

No rental financial obligation arises by defaulting on the live-in agreement.

## **Gamma Kappa Chapter Of The Sigma Nu Fraternity**

### **Constitution and By-Laws**

#### ARTICLE VI - HOUSING REQUIREMENT

Section 2. All active members will be required to live on the fraternity property for 4 consecutive semesters. The live-in requirement will begin immediately, starting with the following fall semester after activation.

Exemption from the live-in commitment will be solely at the discretion of the Alumni Advisory Council.

Section 3. Should a brother move out of the house prior to fulfilling this Housing Requirement, without the prior written approval of the Alumni Advisory Council:

- a. It will be requested that the brother's membership be immediately suspended with Sigma Nu National.
  
- b. The brother will not be welcomed on any of the properties of Gamma Kappa.
  
- c. The brother's name will be submitted to the City of Boulder Police to be included its list of persons not permitted on the properties of Gamma Kappa.

By initialing below, you acknowledge and agree to the terms in Section 12.

X \_\_\_\_\_  
Initial Here

## 13. City of Boulder Rental Unit Disclosures

### 13.1 CITY OF BOULDER RENTAL UNIT DISCLOSURES

Every person who rents or leases a dwelling unit within the city limits of Boulder, Colorado must be provided with information in accordance with the provisions of Boulder Revised Code, Section 12-2-4 (Ordinance 7158). This information is as follows:

#### **OCCUPANCY LIMITS**

- A. The dwelling unit you will be renting or leasing at the address mentioned on the second page of this Lease Contract may be occupied by no more than what is also stated on the second page of this Lease Contract, in Provision #1-F Zoning Regulations on the number of unrelated persons allowed to live in the premises.
- B. Under the current lease or rental agreement, the only people permitted to occupy the dwelling unit are stated on the front page of this Lease Contract.
- C. City of Boulder laws permit a renter or lease holder to have a temporary houseguest. However, if any guest becomes a resident of the apartment or dwelling unit, and if this produces a violation of the legal occupancy limit, a criminal prosecution can result.
- D. Violations of the occupancy laws of the City of Boulder can result in criminal prosecutions and fines of up to \$2,000.00 for each day in violation.

#### **NOISE ORDINANCES**

The City of Boulder has several ordinances that regulate noise. Violation of any of these ordinances can result in criminal prosecutions. The laws include:

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 11:00P.M.

3. Excessive Sound Levels, Section 5-6-2, B.R.C. 1981. This is based upon measuring sound levels with meters. Noise must not exceed 50 dBA between 11:00PM and 7:00 AM in a residential zone. Late at night, the ambient or background noise level in most neighborhoods is approximately 35dBA. A sound 15 decibels greater than background noise (50 dBA), such as a loud stereo, will wake the average person from a deep sleep.

**FIREWORKS ORDINANCES**

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**

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

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

**TRASH, WEED & SNOW REMOVAL ORDINANCES**

Trash Contract Required, Subsection 6-3-3(b), B.R.C. 1981. Every owner, manager, or operator of rental property is required to maintain a valid contract with a commercial trash hauler for the weekly removal of accumulated trash. You should understand the manner in which trash and recycling are to be dealt with at your rental unit. Please contact Western Disposal at 303-444-2037.

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.

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.

**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 a sidewalk or within a sidewalk area. This prohibits parking in a driveway in a manner that blocks a sidewalk.

**ACKNOWLEDGEMENT:** The undersigned Tenant(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 leased premises can expose the Landlord to substantial penalty and loss and substantially endanger the property of the Landlord. Consequently, all Tenants hereby acknowledge that any

violation of any federal, state or local regulation, law, or ordinance by any person at the premises shall constitute a Substantial Violation of the terms of the lease, as defined by C.R.S. 13-40-107.5 and entitle the Landlord to possession of the premises, following a three-day Notice to Quit. All Tenants shall abide by all federal, state and local regulations, laws and ordinances, including, but not limited to those referenced in this Addendum and shall cause any other person at the premises to do the same. Each tenant hereby indemnifies and shall hold the Landlord harmless from any and all liability, fines, penalties, losses, and damages associated with any violation of any regulation, law, or ordinance by any Tenant or other person at the property, during the term of lease. Tenant also hereby indemnifies and shall hold the Landlord

harmless from any and all liability, fines, penalties, losses, and damages associated with any claimed violation of any regulation, law, or ordinance by the Landlord, during the term of lease, if such violation is in any way related to the behavior, residency, or presence of any person at the premises, other than the Landlord, including, but not limited to, claims that the Landlord failed to reasonably supervise, screen or remove any Tenant or other person at the premises. This obligation to indemnify and hold harmless shall be joint and several between all Tenants, shall inure to the benefit of any successor in interest or assignee of the Landlord, and shall include any cost and attorney fees of Landlord in defending such claims or enforcing this Addendum.

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

By initialing below, you acknowledge and agree to the terms in Section 13.

X \_\_\_\_\_  
Initial Here



# 14. Sign and Accept

## 14.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda.

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed