**BOULDER MEADOWS HOME LEASE CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_th day of \_\_\_\_\_\_ 2017, by and between Boulder Meadows, herein called "Landlord,"

and \_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_.

herein called "Tenant." Landlord hereby agrees to rent to Tenant the manufactured home and lot space located in the City of Boulder State of Colorado, described as follows: 4500 19th St \_\_\_\_\_ . . .” commencing on the \_\_\_th day of \_\_\_\_ 2017 and monthly thereafter until the \_\_\_\_\_th of \_\_\_\_\_ 2018 at which time this agreement is terminated. Landlord rents the demised premises to Tenant on the following terms and conditions:

1. **Contract Term**

The initial term of the Lease Contract begins on the \_\_\_\_th day of \_\_\_\_ 2017 and ends at midnight the \_\_\_\_\_th day of \_\_\_\_\_\_ 2018. Tenant must give 60 day written move-out notice as provided below.

1. **Notice to Quit**

Tenant agrees, at least sixty (60) days prior to the expiration of the term, to give written notice to Landlord of the Tenant’s intention to vacate the home at the end of the term of the Lease Contract. If such notice is not timely given, Tenant shall be liable for and agree to pay Landlord the rent due for the following month if the home is not re-rented. Landlord is not obligated to give 60 days notice. Landlord must give the appropriate notice provided for in the Colorado Revised Statutes, which in some cases is as little as 3 days notice. If tenant fails to vacate the property at the end of the term lease, the tenancy shall not be deemed a month-to-month residency. This agreement expressly excludes any hold over tenancy.

1. **Rent**

Tenant agrees to pay Landlord as base rent the sum of **$\_\_\_\_\_\_\_\_\_** per month, due and payable monthly in advance on the first day of each month during the term of this agreement. Rent must be received by 5:00 P.M. If the rent has not been received by 5:00 P.M. on the fifth of the month, then a three - (3) day notice will be posted.

1. **Payment of Rent**

Tenant shall pay **$\_\_\_\_\_\_\_\_** per month for rent, payable in advance and without demand at the on-site manager’s office. Tenant must pay rent on or before the 1st day of each month. Landlord may, at Landlords’ option, require at any time that Tenant pay all rent and other sums in certified or cashier’s check, money order, or one monthly check, rather than multiple checks. Rent may not be paid in cash. Prorated rent to the first of the next month is $\_\_\_\_\_\_\_\_\_. Pursuant to C.R.S. § 38-12-105, effective October 1, 2021, late fees will be assessed in conformity with all applicable law. All Rent is payable, in advance, without notice, demand, abatement, offset or deduction, via any payment method designated by Landlord, or before the first day of each month. Rent is considered late if not received after the first day of each month. Your obligation to pay Rent is an independent covenant. The late payment of Rent and other sums due from you will cause us to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. These costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on us by the terms of any mortgage or trust deed covering the Premises. Rent, including additional Rent, must be received and fully paid before the close of business on the first day of the month. A late charge equal to $50.00 or five (5) percent of your past due rent, whichever is greater, including additional Rent, will be assessed on the eleventh day of the month if a balance remains unpaid. If late payments continue on subsequent months, late fees will be charged once per month for the maximum allowed by applicable law. Tenant shall pay a charge of $50.00 for each returned check, plus late charges from due date until Landlord receives acceptable payment. Tenant may not withhold or offset rent for any reason.

1. **Additions to Rent for Payment of Certain Utilities**

Tenant will be billed for water & sewer service as additional rent each month. Trash service is included in the rent. Tenant is responsible to contract and pay for other desired utilities.

1. **Rental Collection Charge**

Tenant hereby acknowledges that late payment will cause Landlord to incur costs not contemplated by this Rental Agreement, the exact amount of which will be extremely difficult to ascertain. In the event rent is not received prior to 5:00 P.M. on the 5th of the month, regardless of cause including dishonored checks, Tenant further agrees to pay a late charge to Landlord equal to fifty dollars ($50). Neither ill health, loss of job, financial emergency or other excuse will be accepted for late payment.

1. **Bad-Check Servicing Charge**

In the event Tenant's check is dishonored and returned of any reason to Landlord, Tenant agrees to pay as additional rent the sum equal to fifty dollars ($50) for each occurrence. This amount shall be in addition to all late fees. If for any reason a check is returned or dishonored, all future rent payments will be by money order or bank check.

1. **Delay of Occupancy**

If occupancy is or will be delayed for construction, repairs, cleaning, or a previous Tenant’s holding over, Landlord shall not be liable to Tenant for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) Tenant’s right to terminate as set forth below. If the delay is longer than 7 days, Tenant shall have the right to terminate this Lease Contract. The termination notice must be in writing. After termination, Tenant is entitled only to a refund of the deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don’t prevent Tenant from occupying the home.

1. **Copies and Attachments**

This Lease Contract has been executed in multiple copies – one for Tenant and one or more for Landlord. By signing the Lease Contract, Tenant acknowledges the receipt of a copy of the Lease Contract and all its attachments. Tenant should retain a copy of the Lease Contract and all attachments.

1. **Use**

The Tenant agrees to use the premises only as a residence for self, and those persons identified below.

By no means may Tenant allow any additional persons to occupy premise. Tenant agrees to assume all responsibility for actions taken by any person entering the property. Landlord will hold Tenant solely responsible for all damages to property or for violations against this rental agreement.

1. **Pets**

No pet shall be brought onto the Premises (even temporarily) without the express written permission of the Landlord. If a pet has been in the Premises at any time during the Tenant's occupancy (with or without the Landlord's consent), a charge may be made for de-fleaing, deodorizing, and/or shampooing, and/or damages occasioned by the pet. Any animals on the property not registered under this Rental Agreement will be presumed to be strays and will be disposed of according to law, at the option of the Landlord.

1. **Non-assignment of Rental Agreement**

Tenant agrees not to assign this agreement, nor to Sub-Let any part of the property, nor to allow any other person to live therein without first requesting permission from the Landlord and paying the appropriate surcharge. Further, that covenants contained in this Rental Agreement, once breached, cannot afterward be performed; and that unlawful detainer proceedings may be commenced.

1. **Legal Obligations**

Tenant hereby acknowledges that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Rental Agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and/or earnings.

1. **Attorney's Cost**

In the event the Landlord files a legal action due to any violation of state law (such as non-payment of rent) or breach of the Lease or breach of Community Rules and Regulations, Landlord shall be entitled to collect, in addition to any other amounts due, its attorneys' fees and costs. You agree to pay all legal expenses incurred by the Landlord in the eviction process (to collect rent and secure possession), to enforce the parties' Lease, or to enforce Community Rules and Regulations, even if the matter settles before trial in the event the landlord is determined to be the prevailing party or pursuant to written agreement. Provided that, if Resident is not at fault, no such attorneys' fees and costs will be assessed. Attorneys' fees and costs which are due, including the cost of service of legal process, shall be deemed Additional Rent, due and payable at the time Rent is due and payable, and if necessary, can be collected from Resident's security deposit.

1. **Repair policy**

The Tenant shall use customary diligence in care of the Premises. The Tenant is encouraged to treat this as their home, in that all minor repairs are expected to be performed by or at the direction of the Tenant, at the sole responsibility of the Tenant. Any and all repairs made at the direction of the Tenant shall be done by a competent professional, or by the Tenant providing that the Tenant is capable and qualified to make said repairs. All repairs shall be done in compliance with all applicable codes and regulations. Any repair that is estimated to cost more than fifty dollars ($50) must receive permission of the Landlord prior to being made. Under no circumstances will Landlord be responsible for any improvements or repairs costing more that $50 unless the Tenant is given written authorization to make repairs or improvements in advance. The Tenant acknowledges responsibility for any damages caused by their negligence and that of their guests or invitees.

1. **Occupancy**

Tenant to Maintain dwelling unit as follows:

1. Comply with all obligations primarily imposed upon tenant by applicable provisions of building codes materially affecting health and safety.
2. Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit.
3. Dispose from his dwelling unit all rubbish, garbage, and other waste in a clean and safe manner.
4. Keep all plumbing fixtures in a dwelling unit or used by the tenant as clean as its condition permits.
5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances.
6. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so.
7. Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.

Tenant warrants that he/she will meet above conditions in every respect, and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this agreement and loss of any or all deposits.

1. **Security Deposit**

The Tenant has deposited with, and the Landlord acknowledges receipt of, **$\_\_\_\_\_\_\_\_\_\_\_** as a Security Deposit. This Security Deposit is to guarantee the return of the Premises to the Landlord in the same or better condition as when accepted by the Tenant, reasonable wear excepted, and to satisfy any obligations of the Tenant unfulfilled at the termination of this Lease Agreement, as specified herein. Satisfactory compliance with this section includes removing all trash and belongings of the Tenant. If any provision of this Lease Agreement is violated, the Security Deposit is forfeited. The Security Deposit is to indemnify the Landlord against damage and/or loss of value as a result of the Tenant's action, mistake, or inaction during the term of occupancy. The Security Deposit may not be applied by the Tenant as and for payment of any rent due the Landlord. Should the Tenant be responsible for damage and/or loss of value to the Premises greater than the value of the Security Deposit, the Tenant hereby agrees to reimburse the Landlord for such loss immediately upon the presentation of a bill for said damage and/or loss. The Landlord shall return the balance of said Security Deposit, if any, to the Tenant at the Tenant's forwarding address, upon vacating, return of keys to the Landlord and termination of this contract according to other terms herein agreed. The deposit will be returned within sixty (60) days after the Tenant vacates the Premises, along with an itemized statement as to the deductions, if any, from said Security Deposit. The Security Deposit must be paid in full prior to Tenants moving into the home.

1. **Cleaning Fee**

Tenant hereby agrees to accept the property in its present state of cleanliness. They agree to return the property in the same condition or better, or pay a minimum $250 cleaning fee to cover Landlord costs for having the property professionally cleaned. If the Landlord notifies Tenant to clean up the property at any time, and the Tenant neglects to do so, the Landlord will charge the Tenant a minimum $250 cleaning fee.

1. **Plumbing and Electricity**

Tenant agrees not to put or pour any debris, grease, paper towels, Q-tips, tampons, newspaper, food, or any other matter in the sink drain or toilets. Tenant agrees to pay the entire amount on bills for all sewer cleaning services resulting from clogged pipes/sewer back-up.

Tenant must not overload electrical circuits. Only two electrical operated items may be plugged in any electrical receptacle.

1. **Tenant Cooperation**

Tenant agrees to cooperate with Landlord/agent in showing property to prospective tenant, prior to termination of occupancy.

1. **Removal of Landlord's Property**

If anyone removes any property belonging to Landlord without the express written consent of Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Rental Agreement. Landlord may also take further legal action.

1. **Tenant Insurance**

No rights of storage are given by this Lease Agreement. The Tenant agrees to hold the Landlord harmless from any liability by reason of personal injury to any person and for property damage occurring on or about or connected with the Premises or resulting from the Tenant use thereof. The Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against the Landlord. The Tenant agrees to purchase Renter's Insurance at their own expense, sufficient to cover themselves and their property from damage or injury caused by fire, theft, burglary, and breakage, and electrical connections and hereby relieves the Landlord of all risks that may be insured there under. They acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

1. **Abandonment**

If Tenant leaves the premises unoccupied for 15 days without paying rent in advance for that month, or while owing any back rent from previous months, which has remained unpaid, the Landlord and/or his representatives have the right to take immediate possession of the property and to bar the Tenant from returning. Landlord will also have the right to remove any property that the Tenants have left behind and store it at Tenant's expense.

1. **Lock Policy**

No additional locks will be installed on any door without the written permission of Landlord. Landlord will be given duplicate keys for all locks so installed at the Tenant's expense, before they are installed.

1. **Keys**

Tenant will be provided two house keys and one shed key. Additional or replacement keys may be provided for twenty dollars ($20) per key. Keys must not be duplicated.

1. **Condition of Premises**

The Tenant acknowledges that the said property is in good condition. If there is anything about the condition of the property that is not good, they agree to report it to Landlord within 3 days of taking possession of the property. They agree that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy.

1. **Inventory and Inspection Record**

An Inventory and Inspection Record has been provided for the Tenant's use. Only after this has been filled out (within the three-day time limit) will the Landlord take any action to complete the necessary repairs. Landlord warrants that all major systems will be functional and in good repair at time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, heater, etc., will either be in working order or will be repaired once Tenant has completed the Inspection and Inventory Record. Tenant is encouraged to report any necessary repairs, no matter how slight, in writing, but they are hereby advised the Landlord does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time a property changes possession. Those items are scheduled for repair/replacement at regular intervals regardless of tenant turnover.

1. **Tenant Responsibility**

Good housekeeping is expected of everyone. Tenant agrees to keep quarters clean and in sanitary condition. The Tenant agrees not to permit any deterioration or destruction to occur while they are occupying the property. They agree to maintain the walls, woodwork, floors, furnishings, fixtures and appliances (if any), windows, screens, doors, plumbing, air-conditioning and heating, electrical and mechanical systems as well as the general structure and appearance of the property. Tenant agrees to follow all Landlord instructions, especially where posted.

1. **Snow Removal**

Tenant is responsible for removal of snow from the public sidewalk associated with his home. Snow should be removed before noon of the day following the snowfall.

1. **Mailbox**

The mailbox is the property of the Landlord and is not to be altered in any way by the Tenant.

1. **Alterations**

Tenant shall make no alterations, decorations, additions or improvements in or to the premises without the Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All alterations, additions, or improvements upon the premises, made by either party, shall become the property of Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

The Tenant specifically agree that no tacks, nails, screws, etc., will be driven into the walls, nor will they be marred or torn by glue or tape. They also acknowledge that they will be responsible for and pay any damage done by rain, wind, hail, tornadoes, hurricanes, etc., if this damage is caused by leaving windows open, allowing stoppage and/or overflow or water and/or sewage pipes, broken windows or doors, torn screens, broken door and window locks, etc. or any damage caused while Tenant has occupancy.

1. **Vehicle Policy**

The Tenant agrees never to park or store a motor home, camper, trailer, boat, or any sort of recreational vehicle on the premises and to park only automobiles only on the paved areas provided. Junk cars, cars on blocks, non-functional vehicles, or unlicensed automobiles are not permitted on property. Removal will be at the expense of the Tenant. Tenant agrees that any vehicle parked on unpaved areas may be towed and stored at Tenant expense. Tenant agrees to pay for any fines resulting from a summons issued to Landlord resulting from improper parking. Tenant will be charged a three-hundred-fifty dollar $350 court charge along with the cost of all other fines, if the Landlord is required to go to court.

The Tenant must follow rules and laws of the city Parking Department concerning parking.

1. **Utilities**

Tenant will be responsible for payment of all utilities, water and sewer charges, telephone, gas or other bills incurred during their residency. Tenant specifically authorizes Landlord to deduct amounts of unpaid bills from their Security Deposits in the event they remain unpaid after termination of this agreement. (See section 3 for details on payment of certain utilities).

1. **Non-Liability**

The Tenant hereby states that any work or repairs that need to be done will be handled by professionals, unless Tenant is qualified and capable of doing the work themselves and doing it properly, in a safe manner that meets all federal, state, and local regulations. Tenant further states that they will be legally responsible for any mishap they either do themselves or hire others to do. Landlord will be held free from harm and liability along with his agents and representatives. In the event that needed repairs are beyond the Tenant capacity, they are urged to arrange for professional help.

1. **Disclosure of Landlord Agent**

The Landlord, Boulder Meadows, may be represented at various times by his employees or agents, who will carry identification. Landlord's address is: 4500 19th St, Boulder Colorado 80304.

1. **Validity of Lease Provisions**

Any provision set forth in this Rental Agreement which is contrary to the state Landlord and Tenant laws shall be treated by Landlord and Tenant as void and as if it were not set forth herein, but all other provision of the Rental Agreement shall remain in full force and effect.

1. **Access To Premises**

The Landlord reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services or show it to prospective Tenants, purchasers, mortgages, workmen, or contractors. Whenever practicable, a 24 hour notice of the Landlord's intent to enter shall be given to the Tenant. The Landlord may also display "for rent" and "for sale" signs on the building of which the rented residence is a part.

1. **Pest-Control Policy**

Tenant is responsible for any ongoing pest control service, if the Tenant desires such a service. Landlord is not responsible for any damage done to the Tenant's person, or property by such pests, or to the person or property of Tenant's family or any other persons on the premises.

1. **Default By Tenant**

Tenant shall be in default if: (1) Tenant fails to pay rent or other amounts provided by this Lease Contract when due; (2) Tenant or any guest or occupant violates this Lease Contract , covenant rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (3) Tenant abandons the Mobile Home; (4) Tenant gives or gave incorrect or false information in a rental application; (5) Tenant 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, marijuana, or drug paraphernalia as defined in Colorado Law; or (6) any illegal drugs or paraphernalia are found in the Mobile Home. If in default, Landlord may exercise one or more of the following remedies, without limiting any other right or remedy.

**Eviction. If Tenant defaults, we may end Tenant’s right of occupancy by giving notices required by Colorado Law and exercising all legal rights.** Notice may be by: (1) personal delivery to any Tenant; (2) personal delivery at the Home to any occupant over 18 years old; or (3) affixing the notice to the Home’s main entry door, and by first-class mail to the home address. Termination of possession rights or subsequent reletting doesn’t release Tenant from liability for future rent. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing, or acceptance doesn’t waive or diminish Landlord’s right of eviction or any other contractual or statutory right. Accepting money at any time doesn’t waive Landlord’s right to damages, past or future rent, or other sums.

1. **Attorney Fees and Other Remedies**

Landlord may report unpaid amounts to credit or collection agencies. Upon default, Landlord shall have all other legal remedies, including Lease Contract termination. Tenant hereby agrees that in the event of the retention, employment or use of an attorney by Landlord because of any violation or breach of any covenant or provision of this Lease Contract, Tenant shall pay Landlord’s attorney fees, all of which shall be considered additional rent. Tenant shall be responsible for said fees whether or not litigation is actually commenced, and Tenant shall be responsible for said fees because of any breach by any occupant or guest. If Tenant’s account is placed for eviction or collection, Landlord may recover all costs of eviction or collection, including a reasonable sum for attorney fees, whether or not a suit is filed. Late charges are liquidated damages for Landlord’s time, inconvenience, and overhead in collecting late rent (but are not for attorney’s fees and litigation costs). Tenant shall pay all collection agency fees in addition to the amounts that are due under this Lease Contract.

1. **Interpreting This Lease Contract**

Neither Landlord nor any of Landlord’s representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement. Landlord’s representatives (including management personnel, employees and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Landlord or Landlord’s representatives unless in writing. All notices and documents shall be in English or, at Landlord’s option, in any language that Tenant reads or speaks

1. **Move-Out Procedures**

Once a move-out date is established by the written notice required of Tenant or Landlord by the Lease Contract, the move-out date can’t be changed unless agreed in writing. Tenant shall not move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in acceleration of future rent and reletting charges. Before moving out, Tenant shall pay all rent through the end of the Lease Contract term or renewal period. Tenant won’t stay beyond the date Tenant is supposed to move out. Tenant shall give Landlord and the U.S. Postal Service, in writing, each Tenant’s forwarding address.

1. **City, County, or State Violations**

Tenant is responsible for paying all violation fees issued against the house by the city, county or state for non-compliance to city, county or state laws. If the landlord is required to appear in court, tenant shall pay an additional $350 fee to compensate landlord for his time.

1. **Waiver**

All rights given to Landlord by this agreement shall be cumulative in addition to any laws that exist or might come into being. Any exercise of any rights by Landlord or failure to exercise any rights shall not act as a waiver of those or any other rights. No statement or promise by Landlord, its agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

1. **Legal Binding**

Tenant hereby states that they have the legal rights to sign for any and all other Tenants and to commit them to abide by this contract.

1. **Terms**

In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term Landlord will include Landlord, Lessor; and the term Tenant will include Tenant, Lessee.

1. **Full Disclosure**

The Tenant signing this Rental Contract hereby state that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgment and he/she has received a signed copy of the Rental Agreement.

**Accepted this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017.**

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Landlord Tenant

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Tenant

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Tenant

**MOLD ADDENDUM**

This Mold Addendum is made \_\_\_\_\_\_\_\_\_\_date) by Boulder Meadows (“Landlord") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4500 19th St, Site #**\_\_\_\_\_**“Tenant”) and made part of that Boulder Meadows Mobile Home Lease Contract, (the “Lease”). Except as specifically modified by this Mold Addendum, the terms of the Lease and any other attachments thereto shall remain in full force and effect.

**Tenant Obligations Regarding Mold**

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

Tenant shall immediately and consistently remove all visible moisture from all surfaces in the mobile home.

Tenant 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 shall immediately inform Landlord in writing of any water leaks or signs of water leaks as well as any missing grout or caulk in tiled areas.

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

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

Tenant shall keep all windows and doors closed during adverse weather and when the apartment is unattended.

In the event of visible accumulation of mold on hard surfaces, Tenant 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 shall apply a spray on type biocide (such as Lysol Disinfectant or Pine-Sol Disinfectant) in accordance with the product’s instructions and labeling.

Tenant 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.

**Landlord Obligations Regarding Mold:**

Upon written notification by Tenant, Landlord shall within a reasonable time, repair water leaks in the apartment, provided such leaks are not caused by the misuse, use or neglect of Tenant, or any Occupants, guest or invites of Tenant, or by any violation of the Lease or this Mold Addendum by Tenant, or any Occupants, guest or invites of Tenant.

Upon written notification by Tenant, Landlord shall within a reasonable time, clean or apply biocides to visible mold on porous surfaces such as sheetrock walls and ceilings, provided such visible mold has not been caused by the misuse, use or neglect of Tenant, or any Occupants, guest or invites of Tenant or by any violation of the Lease or this Mold Addendum by Tenant, or any Occupants, guest or invites of Tenant.

**Remedies:**

Landlord does not warrant or represent that the apartment shall be free from mold.

A breach of this Mold Addendum by Tenant shall be a material violation of the Lease allowing Landlord to recover possession of the Mobile Home, following Demand for Possession or Compliance in accordance with state law, and all other rights and remedies contained in the Lease.

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

**Warranties, Indemnifications and Releases:**

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

Tenant hereby releases Landlord from any and all claims of Tenant or Occupant for the presence of mold in the apartment, other than claims based on breach of this Mold Addendum by Landlord an further releases Landlord 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.

Landlord: Tenant:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**CITY OF BOULDER ORDINANCES**

**OCCUPANCY LIMITS**

A. The dwelling unit you will be renting or leasing at the address of: 4500 19TH ST, #\_\_\_\_\_\_\_\_ may be occupied by no more than 4 unrelated persons. (Occupancy information can be obtained by calling 303-441-1880)

B. Under the current lease or rental agreement, the only people permitted to occupy the dwelling unit are: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 prosecution 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. Violations of any of these ordinances can result in criminal prosecutions. The laws include:

**CITY OF BOULDER**

**Planning and Development Services**

1739 Broadway, Third Floor • P.O. Box 791, Boulder, Colorado 80306-0791

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*Revised August 05 MA*

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 house.

2. **Unreasonable Noise, Section 5-6-1, B.R.C. 1981.** This is a provision which can be used when officers, standing more than 100 feet away from a noise source, hear amplified music in a residential zone after 11:00 p.m.

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

A violation of any of these noise ordinances can result in criminal prosecution and a maximum fine of up to $1,000 and 90 days in jail.

**FIREWORKS ORDINANCE:**

**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 with 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.

Any person convicted of holding a nuisance party can be criminally prosecuted and sentenced to a fine of up to $1,000 and 90 days in jail.

**TRASH, WEED & SNOW REMOVAL ORDINANCES:**

**Trash Contract Required, Section 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. *Revised August 05 MA*

**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 (12) 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, Section 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.

**INTEREST DUE ON SECURITY DEPOSITS:**

**Interest Rates on Security Deposits, Sections BRC 12-2-2 and 12-2-7, B.R.C.**

**1981.**  Interest must be paid to tenants on any security deposit for residential leases. However, section 12-2-6 (f) states, “This section and section 12-2-5, ‘Ownership of Security Deposit and Payment of Interest,’ B.R.C. 1981, do not apply to any security deposit paid to a mobile home park on account of the lease of a mobile home space.”

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

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Tenant Signature Date

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