

Boulder Townhouse Company
Varsity Townhouses
1555 Broadway Street, #113.
Boulder, CO. 80302.
Office: (303) 449-2234. Fax: (303) 449-0670
Email: btco@comcast.net
www.bouldertownhouses.com

TERM LEASE AGREEMENT

This lease is entered into this ____ day of _____ 20____ between Varsity Townhouses, LANDLORD, and

_____. TENANT(s).

1) DESCRIPTION OF PREMISES AND TERMS: LANDLORD hereby leases to TENANT townhouse # _____ located at 1555 Broadway St, Boulder, CO 80302, for a term beginning on _____ 20____ and ending at noon on _____, 20____.

2) RENT: TENANT hereby agrees to pay \$ _____ as rent for the full lease term. Such rent shall be payable to: Boulder Townhouse Company. 1555 Broadway St, #113. Boulder, CO. 80302 as follows:

a. \$ _____ Security Deposit to reserve the townhouse until term of lease begins. Security Deposit is non- refundable if TENANT does not occupy the premises.

b. \$ _____ First Month's Rent, due at lease start.

c. \$ _____ Last Months' Rent, due at lease start.

d. \$ _____ On the first day of each month thereafter, until the rent for the full lease term is paid.

PROVIDED, that in the event TENANT fails to pay, on or before the fifth day of said month. TENANT agrees to pay to LANDLORD a late fee of \$25.00/per late tenant plus \$5.00 per day after the fifth of said month for each late rental and utility payment. Short checks shall be subject to a \$50.00 service charge plus late fees, and TENANT will be required to pay with certified funds for the remainder of the lease term. Acceptance of late fees shall not be treated or understood as waiver of LANDLORD's rights under this lease or by law to evict TENANT for non-payment of rent when due.

3) SECURITY DEPOSIT: TENANT agrees to pay the above sum to secure the full and timely payment of rent, and the making of necessary repairs, cleaning, steam cleaning, and painting as called for under this lease, except normal wear and tear. Under this Lease – nail holes, scuff marks, chipped paint, large holes in drywall (i.e. punch holes), tears in drywall, writing on walls, painting walls, dings, dents, etc. are NOT considered normal wear and tear. LANDLORD will return to TENANT within sixty (60) days following the termination or expiration of the lease term or any holdover term, that portion of the security deposit not being retained by LANDLORD plus interest on that portion, together with a written statement listing the exact reasons for the retention of any portion of the security deposit not then returned to TENANT. LANDLORD will fine TENANT \$100.00 for each hour that TENANT remains in the unit past noon on TENANT'S termination date. Lost mail key requires a \$25.00 replacement fee. \$50.00 fee per occurrence for front door code change. \$100.00 fee for unreturned parking permit(s).

4) DELIVERY OF POSSESSION:

a. If the TENANT is unable to occupy the leased premises at the time provided by the lease because said premises are not ready for occupancy or the premises are still occupied by a previous tenant, the LANDLORD shall not be liable for damages. But the LANDLORD may abate a portion of the rent.

b. If LANDLORD is not able to deliver possession of the premises to TENANT within 10 days of the commencement of the lease, TENANT may cancel and terminate this lease.

5) USE: TENANT agrees to the following restrictions of his/her use of the leased premises:

a. TENANT shall use the premises for residential purposes only.

b. Premises shall only be occupied by the undersigned TENANT.

c. TENANT shall not engage in any illegal activities on the premises.

d. TENANT shall not permit or allow any rubbish, waste materials or other products to accumulate on the premise but shall maintain the premises in a reasonably clean and sanitary condition at all times. \$25.00 charge for trash on walkways.

e. Mutual Enjoyment and Use: TENANT shall not interfere with the lawful and proper use and enjoyment of the building and leased premises by LANDLORD, its agents and employees, or other tenants of the building. TENANT shall not permit the playing of stereos, television, or musical instruments, nor the making of any other sounds or noises, at levels loud enough to be heard by those in other units or to be a nuisance or disturbance to any persons. Two warnings/notifications from C.S.S. (Colorado Security Service), our private security service, TENANT will receive eviction notice and City of Boulder can force eviction. TENANT will be fined \$250.00 each time TENANT has an incident with security. TENANT signed City of Boulder Ordinance #7158 and the ordinance is a part of this Lease.

f. Pets: TENANT shall not bring or allow to remain in or near the building or leased premises, any animal or pet of any kind, regardless of how the animal or pet comes to be on the premises. \$1,000.00 charge for dog or cat, plus eviction. Only service animals or emotional support animals are allowed with proper documentation, i.e. doctor, psychiatrist, or psychologist letter stating reason you need an animal.

LANDLORD will also need proof of registration from City of Boulder for dogs. All other dogs or cats ARE NOT ALLOWED at the townhouses without proper documentation.

- g. Private Patios: TENANT shall keep all private patios clean and rubbish free at all times. When TENANT is not physically on the patio, the only objects permitted there are items of outdoor furniture provided by TENANT. Outdoor cooking grills of any type are prohibited on balconies.
- h. Roof: At no time, and under no circumstance will TENANT or his/her guests be permitted to go onto the Townhouse roof.
- i. Water Beds: If TENANT uses a waterbed on the premises, TENANT agrees to assume all responsibility for any damage to the premises as a result of said use.
- j. Alterations: TENANT agrees that he/she shall not make any alterations to the leased premises without the prior written consent of the LANDLORD. If alterations are made contrary to this provision, TENANT shall be liable for all costs necessary to restore the premises to its original condition.

Any violations of these restrictions shall constitute a material breach of this lease.

- 6) ENTRY: TENANT agrees that all reasonable times during the term of this lease, LANDLORD or its agents may enter the premises for purposes of inspection, cleaning, repairs or to show the same to prospective new tenants.
- 7) ASSIGNMENT OR SUBLEASING: TENANT agrees not to lease, sublet, or assign any part of the premises without the advance written consent of LANDLORD, not to allow any other persons to occupy the premises except in the case of casual visits of friends or guests limited to a three-day stay. \$300.00 Sublandlord fee per Subtenant
- 8) UTILITIES: TENANT shall be responsible for paying for utility charges for gas (hot water ~ \$150.00 for eleven months), and electricity. LANDLORD shall not be liable for damages for failure to furnish utilities or services occasioned by strikes, breakage of equipment, failure of source of supply, acts of God, or by any act or cause beyond the control of LANDLORD. LANDLORD will contact the public utility within seventy-two (72) hours of TENANT's possession of premises to have service disconnected in the LANDLORD's name.
- 9) JOINT AND SEVERAL RESPONSIBILITY: The term TENANT means TENANTS whenever used in this lease and all TENANTS shall each be jointly and severally liable for all obligations under this lease. For example, one person signing the lease will be liable for any or all damages to the premises, even if caused by another person signing the lease, and one person signing the lease is liable for the total amount of rent due, even though other persons have also signed the lease.
- 10) STORAGE AREA: Where storerooms are provided to accommodate TENANT in the storage of trunks and other articles it is with the express understanding that the storage space is furnished gratuitously by LANDLORD, and that TENANT uses these facilities for any purpose does so at his/her own risk, and the LANDLORD shall not be liable for any loss, damage, or injury, whatsoever.
- 11) HOLDOVER: Nothing contained herein shall be construed or taken as an authorization for TENANT to so hold over and occupy said premises from and after the expiration date hereby without LANDLORD's express written authorization.
- 12) ATTORNEY'S FEES: In the event of any legal action concerning this lease which results in a judgement, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court.
- 13) INSURANCE: LANDLORD's insurance does not cover TENANT's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or any causes whatsoever. If TENANT desires to insure personal possessions or to insure against TENANT's personal liability, renter's insurance should be obtained.
- 14) LIABILITY: LANDLORD shall only be liable for the injury to any person or damage to any property caused by the negligence or willful acts of LANDLORD. TENANT shall only be liable for the injury to any person or damage to any property caused by the negligence or willful acts of TENANT.
- 15) DEFAULT: If this lease shall be terminated by LANDLORD because of the breach by TENANT of any of the terms, covenants, or conditions of this lease, or if TENANT shall abandon the leased premises, or quit and vacate the leased premises voluntarily or involuntarily. LANDLORD may without terminating this lease and without being in any manner required to do so re-let the leased premises for such rent and upon such terms as LANDLORD in its discretion may deem reasonable and advantageous, and TENANT shall remain liable for any deficiency in rent as well as for any damages which LANDLORD may have sustained by virtue of TENANTS's use and occupation of the leased premises or violation of the terms of this lease.
- 16) WAIVER: Any waiver, by either party, of any breach of any provision of this lease shall not be considered to be continuing waiver or a waiver of a subsequent breach of the same or a different provision of this lease.
- 17) LANDLORD'S RIGHT CUMULATIVE: No right or remedy of LANDLORD is intended to be exclusive of any other right or remedy and each right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now hereafter existing at law or in equity or by statute.
- 18) SUCCESSORS IN INTEREST: This lease and all covenants, conditions, terms, and provisions hereof are binding upon and shall inure to the benefit of the successors and assigns of LANDLORD and the heirs, executors, administrators, and to the extent herein permitted upon and to the assigns of TENANT.
- 19) NOTICES: LANDLORD may give all required notices to TENANT by depositing them in the U.S. MAIL addressed to TENANT at the leased premises. TENANT shall give all notices to LANDLORD by mailing to Boulder Townhouse Company at its above address.
- 20) We the undersigned agree that we have received a copy of this lease.

- 21) SPECIAL PROVISIONS:

THIS LEASES CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES AND MAY NOT BE ALTERED OR AMENDED EXCEPT BY MUTUTAL WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.

TENANT(s):

1) _____ Age: _____ Date: _____

2) _____ Age: _____ Date: _____

3) _____ Age: _____ Date: _____

4) _____ Age: _____ Date: _____

LANDLORD: _____

BY: BOULDER TOWNHOUSE COMPANY, AGENT

REV: 2.86

BOULDER TOWNHOUSE COMPANY

Application and General Information

Townhouse: Campus or Varsity (circle one)

Townhouse #: _____

Today's Date: _____

Name: _____
(first) (last)

Age: _____ Date of Birth: _____

Social Security Number: _____

Email: _____

Home Address: _____
(parents address) (street) (city) (state) (zip)

Phone Number Where You Can Be Reached: _____
(local/cell)

_____ (parents)

Name Of Person To Notify In Case Of Emergency: _____

Relationship: _____

Phone Number: _____

Are You A Student? Yes or No (circle one)

Year In School Next Year (circle one): Freshman Sophomore Junior Senior

Major? _____

Are You Employed? Yes or No (circle one) Full Time or Part Time

Where? _____

How Did You Find Out About The Boulder Townhouses? (circle one)

Zillow

BTC website

Ralphie's List

CU Housing Fair

Drove By

Friend

Other _____

BOULDER TOWNHOUSE COMPANY

Application and General Information

Townhouse: Campus or Varsity (circle one)

Townhouse #: _____

Today's Date: _____

Name: _____
(first) (last)

Age: _____ Date of Birth: _____

Social Security Number: _____

Email: _____

Home Address: _____
(parents address) (street) (city) (state) (zip)

Phone Number Where You Can Be Reached: _____
(local/cell)

_____ (parents)

Name Of Person To Notify In Case Of Emergency: _____

Relationship: _____

Phone Number: _____

Are You A Student? Yes or No (circle one)

Year In School Next Year (circle one): Freshman Sophomore Junior Senior

Major? _____

Are You Employed? Yes or No (circle one) Full Time or Part Time

Where? _____

How Did You Find Out About The Boulder Townhouses? (circle one)

Zillow

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Drove By

Friend

Other _____

Boulder Townhouse Company
(Campus & Varsity Townhouses)
MARIJUANA ADDENDUM

Resident Names: _____

Address: _____ Apt.: _____

This Marijuana Addendum ("Addendum") is incorporated into, and is a part of, the Lease/Rental Agreement (hereinafter "Lease") between the aforementioned resident(s) (hereinafter collectively "Resident") and Landlord.

Notwithstanding any amendment of the Constitution of the State of Colorado and any legislation related to such amendment, Resident hereby understands and agrees as follows:

1. Resident agrees to use and occupy the leased premises solely for residential purposes. Resident agrees that cultivation and/or processing of marijuana or active marijuana ingredients shall be considered a business activity and shall constitute a lease violation.
2. Cultivation of marijuana or Hydroponic (water based) cultivation of any plants including, but not limited to, marijuana on the leased premises is prohibited. Modification of the leased premises to create higher humidity levels for the cultivation of any plants including, but not limited to, marijuana on the leased premises is prohibited. Modification of the leased premises for any purpose related to the possession or cultivation of marijuana is prohibited.
3. Possession of any amount of marijuana is a criminal act under federal law. Marijuana includes any part of the cannabis plant, whether dried or in a living plant, any extract from the cannabis plant in any form including any distillate or purified substance containing active ingredient whether or not incorporated into an edible or other form.
4. Cultivation of marijuana can create a serious fire hazard to the property and can jeopardize the health and wellbeing of others. Violations of this would include, but not be limited to, excessive usage of electricity (wattage); creation and usage of flammable gases.
5. Resident, any member of the Resident's household, a guest, or other person affiliated in any way with the Resident shall not engage in any act which violates, or facilitates the violation, of this Addendum.
6. **ANY VIOLATION OF THE ABOVE PROVISIONS SHALL BE CONSIDERED A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND THIS ADDENDUM AND THEREFORE SUFFICIENT CAUSE FOR IMMEDIATE TERMINATION OF THE RESIDENT'S TENANCY.** A single violation of any of the provision of this Addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood and agreed that a single violation, as outlined above, shall be considered sufficient cause for immediate termination of the lease and notice of such termination shall be given in accordance with Article 40-107.5 of Title 13, C.R.S. Unless otherwise provided by law, proof of violation/breach of this Addendum resulting in a termination shall not require a criminal conviction, but shall require only a showing by a preponderance of the evidence. Nothing in this Addendum shall be interpreted so as to limit the legal remedies available to Landlord.
7. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern. Should any provision of this Addendum be declared invalid by any Court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect regardless of such declaration.
8. Landlord has the right to modify any and all covenants of this Addendum at any time without notice.

The undersigned has/have read, understand and agree to comply with all covenants contained in this Addendum.

Resident Signature Date

Resident Signature Date

Resident Signature Date

Resident Signature Date

Property Manager – Agent/Owner Date

“General Information Rules & Regulations”

As of March 19, 2002 Boulder City Council adopted Ordinance 7158. This new code section (Section 12-2-4 of the Boulder Revised Code) requires that every landlord provide each tenant with a written document disclosing specific city regulations. Ordinance No. 7158 was enacted in response to concerns that some tenants (including some students) may not be fully aware of occupancy limitations and other applicable city regulations. So as a Landlord we are obligated to provide these to you. Please read them very carefully, and then sign and return to the office.

12-2-4 Ownership of Security Deposit and Payment of Interest

Any security deposit for residential property subject to regulation under state law shall be and remain the sole property of tenant advancing same, and such security deposit plus interest shall not be retained by the person having custody of it after the termination of the tenancy except for actual cause, pursuant to the provisions of state law dealing with retention of security deposits.

Ordinance 7158

Occupancy Limits

A. The dwelling unit you will be renting or leasing at the address of 1133 Pleasant (Campus) or 1555 Broadway (Varsity), may be occupied by no more than **4** unrelated persons.

B. Under the current lease or rental agreement, the only people permitted to occupy the dwelling are those who have signed the lease.

C. City of Boulder laws permit a renter or lease holder to have a temporary house guest. However, if any guest becomes a resident of the apartment or dwelling unit, and if this produces a violation of the legal occupancy limit, a criminal prosecution can result.

D. Violations of the occupancy laws of the city of Boulder can result in criminal prosecutions and fines of up to \$2,000.00 for each day in violation.

Noise Ordinances

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

1. Disruptions 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 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 11:00pm.

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 7:00am 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

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 within the City of Boulder without 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 or 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 \$1,000.00 and 90 days in jail.

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.

Marijuana

Marijuana Odor Emissions, 5-10-6. No person, tenant, occupant, or property owner shall permit the emission of marijuana odor from any source to result in detectable odors that interfere with the reasonable and comfortable use and enjoyment of another's property.

Marijuana Prohibited Acts, 6-14-13 (a) and 6-16-13 (a) it is prohibited to possess more than six (6) marijuana plants without a marijuana business license (includes caregivers, home grows regardless). The six plant limit applies regardless of what doctor referral paperwork says need to treat their condition. Marijuana extractions with butane or other volatile chemicals could result in a felony charge due to the possibility of serious injury when the process explodes.

Bear Containers, Trash, Dumping, Furniture, Weeds, and Snow Removal Ordinances

Bear-resistant containers Required, Section 6-3-12, B.R.C. 1981. Residents south of Sumac and west of Broadway must store trash and compost in bear-resistant containers, enclosures and/or dumpsters, or deep trash and compost securely stored with a structure

at all times until the moments of pick-up. Do not overfill containers and ensure the lids are secure.

Trash Contract Required, Section 6-3-3 (b), B.R.C. 1981. Every property owner 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.

Illegal dumping, Section 5-4-12, B,R,C, 1981. No person shall deposit any trash, refuse, garbage, furniture, or rubble in any dumpster or on any property without the express consent of the owner or person in control of the property.

Additional Rules and Regulations:

1. Rules and Regulations of the Boulder Townhouse Company as explained in your move in package: 8. Noise and Parties: This is the most problematic issue we deal with. We strongly enforce Lease 5) e) Mutual Enjoyment and Use: Please refer to your lease for the explanation of this agreement, you can also view a blank lease at our website under the lease tab and read the clause. The properties are under close scrutiny by the Boulder Police Department, from numerous noise complaints. If you are issued a "Nuisance Party" ticket you can be fined up to \$1000.00 and face up to 90 days in jail. This Ordinance is heavily enforced. 1. Keg parties are prohibited at Varsity and Campus Townhouses Failure to comply will result in a demand for possession or compliance to be issued. Please socialize responsibly. Large parties can result in vandalism, property damage, and serious personal injury. We will not risk exposure or liability from large parties by ignoring them. Never make a public display of underage drinking. Keep all socializing to the confines of your townhouse, this includes the walkways outside your front door. 2. No more than 10 people are allowed to be in your townhouse at any given time. 3. No more than 4 people are allowed to be on your patio at any given time. 4. I understand that it is my responsibility (according to Colorado Law) to check and test the smoke/CO alarms on a weekly basis and notify management if they are not working. Upon move in all alarms have been tested and are in working condition.

I have read and understand these disclosures and potential consequences if I violate these city regulations my tenancy can be terminated and I can be subject to eviction. By signing below I also agree to all the rules, including the "party policy", that were explained in the Official Move In Letter (first part of packet). This is to be signed by every tenant, other than minor children living with a supervising parent or other custodian.

UNIT # _____ Varsity or Campus (circle one)

Resident Signature: _____ Date: _____

Resident Signature: _____ Date: _____

Resident Signature: _____ Date: _____

Resident Signature: _____ Date: _____