

Boulder Townhouse Company  
Varsity Townhouses  
1555 Broadway Street, #113.  
Boulder, CO. 80302.  
Office: (303) 449-2234. Fax: (303) 449-0670  
Email: [btco@comcast.net](mailto:btco@comcast.net)  
[www.bouldertownhouses.com](http://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. If a TENANT fails to occupy the premises, an administrative fee of \$1,500 each will be deducted from the security deposit.
  - 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 \$30.00 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. \$350.00 sublet fee per tenant.
- 8) UTILITIES: TENANT shall be responsible for paying for utility charges for gas and electricity. There is an additional gas charge for hot water ~ \$200.00 for eleven months. 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