

Boulder Area Rental Housing Association Lease (Revised July 2023)

This Boulder Area Rental Housing Association (BARHA) Lease (this "Lease") utilizes the following defined terms throughout:

Landlord: University Heights Apartments. LLC.

Property Manager: JB Sanchez – 303-448-9108 jb@uhboulder.com PO Box 317 Boulder, CO 80306

Tenant: (List all people signing the Lease) _____

Occupants: (List all other occupants not signing the Lease)

Guarantor: (List all persons guaranteeing Tenants' performance of the Lease, but, not occupying the Rental Property)

Monthly Rent: \$ _____

Utilities & Parking: \$ _____

Pet fee: \$ _____

Additional tenant fee: \$ _____

Security Deposit: \$ _____

Late Charge: \$ _____

Returned Check Charge: \$25.00

Rental Property Address: _____

Boulder, Colorado 80302.

The Rental Property will be unfurnished.

Lease Term: The initial term of the Lease begins on _____ at 12:00 PM and ends on _____ at 12:00 PM. Tenant must give written move-out notice as required by paragraph 7.

1. **RENT.** Tenant shall pay Monthly Rent in advance and without demand and without setoff on or before the 1st day of each month (due date) with no grace period and is late if not paid by the due date. Landlord may, at Landlord's 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. Cash is not acceptable without Landlord's prior written permission.

The prorated rent to the first of the next month is \$ _____. If Tenant does not timely pay the full Monthly Rent or other charges due under this Lease, Landlord may utilize all

remedies under this Lease, including the termination of Tenant's right to possess the Rental Property. If Landlord has not received the monthly rent and any other sums due (except for late fees) from Tenant for any given month within seven (7) calendar days of it being due, Tenant shall pay a late fee of \$ _____ **(if no amount is filled in, the late fee is fifty dollars (\$50) or five-percent (5%) of the monthly rent, whichever is greater)**. Tenant shall pay the Returned Check Charge for each returned check, plus Late Charge from the date due until Landlord receives acceptable payment. Tenants may not withhold or offset rent for any reason. Unless specifically stated in this Lease, any charges, fees, or amounts (collectively "amounts") other than rent due under this Lease are due and payable on the same day as rent. Landlord may change when amounts other than rent is due by providing Tenant written notice that such amounts are payable on a different date. Landlord shall apply all monies received from Tenant in the following order: (1) rent, (2) other charges and fees due from Tenant.

2. USE AND OCCUPANCY. Tenant agrees to rent the Premises, for use as a private residence only. The Rental Property will be occupied only by Tenant and Occupants. No one else may occupy the Rental Property without Landlord's prior written consent, which consent may be withheld in the sole discretion of the Landlord and which, as a condition of being granted, may 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: 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 common areas of the community, 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. Tenant is responsible for the conduct of any and all Occupants and guests. Any person in the common areas coming to or from the Rental Property shall be Tenant's guest. Landlord may exclude guests or others who, in Landlord's judgment, have been violating or are about to violate the law, violating or about to violate this Lease or any rules, or disturbing other Tenants, neighbors, visitors, or Landlord representatives. Landlord may also exclude from any common area a person who refuses to show photo identification or refuses to identify himself or herself as a Tenant or as a guest of a specific Tenant in the community. Any misrepresentation of fact by Tenant in the rental application shall be a violation of this Lease and entitle Landlord to terminate Tenant's right to possess the Rental Property. Tenant may not utilize the premises for any short term rental activity, such as Air BNB, VRBO, or any similar service.

3. SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall deposit with Landlord the Security Deposit against the breach of any of Tenant's obligations contained herein, including without limitation: damage to the building of which the Rental Property is a part, common areas and buildings owned by Landlord and surrounding or adjacent to the building which the Rental Property is a part, furniture, fixtures, appliances, and carpet; abandonment of the Rental Property; nonpayment of rent, late charges, insufficient check charges, attorneys' fees, and any other sum owed Landlord by Tenant. Landlord shall have the right to apply such portion(s) of the Deposit reasonably necessary to remedy any default(s) by Tenant in the payment of rent, late fees or any other sum, or to repair any damage to the Premises or to Landlord's property caused by Tenant and Tenant shall replenish the portion(s) of the

Deposit applied towards Resident's default(s) within ten (10) days of written notice from Landlord. The Security Deposit or other like amounts received by Landlord from Tenant pursuant to this Lease will be held and disbursed subject to the terms of this Lease and law. Within sixty (60) days after surrender and acceptance of the Rental Property, Landlord shall provide Tenant, at Tenant's last known address, with a written statement listing the reasons for any charges against the Security Deposit, and refund the balance of the Security Deposit (if any) therewith. The Security Deposit shall be returned to Tenant only after each and all of the following conditions have been met or the corresponding charges have been applied: 1) There are no unpaid charges, damages, or rentals due by Tenant; 2) The Rental Property, including kitchen appliances, have been cleaned thoroughly and, where applicable, in accordance with any written Move-Out Policy provided, and the Rental Property shall have been left in the same condition as when Tenant moved in, undamaged except for ordinary wear and tear. If Tenant fails to clean thoroughly and/or in accordance with the written Move-Out Policy, reasonable charges to complete such cleaning shall be deducted. Charges for steam cleaning of the carpets are an automatic deduction from the Security Deposit. Tenant acknowledges and agrees that in no event shall said Security Deposit be applied by Tenant for any rent or charge due hereunder without the Landlord's prior written approval. Landlord will pay Tenant interest on the Security Deposit at 2.33 % for period the Landlord holds the Security Deposit as required by the City of Boulder.

4. UTILITIES. Landlord shall pay only for the utilities as follows: Gas/Heat, Trash, Water/Wastewater, and Recycling.

Tenant shall pay for all other utilities, Internet, Cable, Electricity, related deposits, connect and disconnect fees, and charges on utility bills delivered to or for the Rental Property or connected in Tenant's name or during Tenant's tenancy. Tenant must not allow utilities to be disconnected. Landlord, at Landlord's option, may pay any past due utility bill on behalf of Tenant, add the amount paid to the balance due by Tenant under this Lease and utilize all remedies available against Tenant for nonpayment of amounts due under this Lease. Utilities may be used only for normal household purposes and must not be wasted. Landlord does not warrant that utility services will be uninterrupted during the term of this Lease. 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. Additionally, Landlord or a third-party billing service may charge a reasonable monthly fee for the cost of administering and billing any shared utility charges.

5. KEYS. At delivery of possession of the Rental Property, Landlord shall provide each listed Tenant (s) with 1 apartment key(s), 1 mailbox key, and 1 other key(s) per Tenant for Building or Laundry Room. KEYS MUST NOT BE DUPLICATED. Any Tenant or Occupant who has permanently moved out according to a remaining Tenant's affidavit is (at Landlord's option) no longer entitled to occupancy or keys. Landlord may (but shall not be obligated to) at any time, including following the death of Tenant, deliver copies of any and all keys to any person designated by Tenant as the Emergency Contact in the application or other writing provided by Tenant to Landlord.

6. DELAY OF AVAILABILITY. Landlord shall not be liable to Tenant for any delay in providing possession of the Rental Property. The Lease will remain in force; however, Monthly Rent shall be waived on a prorated daily basis during delay. If the delay is longer than 30 days, Tenant shall have the right to terminate this

Lease. The termination notice must be in writing. After termination, Tenant is entitled only to a refund of the deposit(s) and any rent paid. Monthly Rent abatement or Lease termination does not apply if delay is for cleaning or repairs that do not prevent Tenant from occupying the Rental Property.

7. TERMINATION NOTICE AND HOLDOVER. Tenant shall, at least 30 days prior to the expiration of the term of this lease give written notice to landlord of tenant's intention to vacate the rental property at the end of the term of the lease. All notices to vacate shall be effective only on the last day a month (example: notice received on June 3 will not terminate lease until July 31). If Tenant fails to give timely written notice, tenant shall be liable for the monthly rent due for the following month. Landlord is not obligated to give 30 days notice. Landlord must give the appropriate notice provided for in the Colorado revised statutes. Upon the expiration of the initial lease term landlord may increase monthly rental rate or change any other term of this lease by giving written notice to Tenant of such change at least 30 days prior to the effective date of the change.

8. STATUTORY RIGHT TO CURE. Pursuant to Colorado law, Tenant has the right to pay all amounts due prior to a court entering a judgment for possession if Tenant is being evicted for non-payment of rent. If Tenant exercises Tenant's statutory right to pay, Landlord only has to accept Tenant's payment if Tenant fully pays all amounts due according to eviction notice, as well as any rent that remains due under this Agreement. If Tenant exercises Tenant's right to pay, Tenant agrees to pay in certified funds.

9. DAMAGES FOR BREAKING LEASE. Tenant shall repay any Lease concessions and shall be liable to Landlord for a lease break fee if for any reason prior to the end of the Lease Term, any extension, or renewal, Tenant vacates the Rental Property for any reason without fully performing all Lease covenants including Tenant's covenant to pay all rent due under the Lease (hereinafter "Lease Break Event") for any term, extension, or renewal.

LIQUIDATED Upon the occurrence of a Lease Break Event, Tenant shall pay Landlord a lease break fee in the amount of TWO FULL MONTHS of Rent plus Utilities as well as pay, repay, or refund any Lease concessions and move in discounts in the total amount set forth in the Lease or Lease Concession Addendum. Tenant shall pay and otherwise be liable to Landlord for the lease break fee plus the repayment of any Lease concession and move-in discounts upon the occurrence of a Lease Break Event regardless of the circumstances which Tenant vacates including but not limited to voluntary surrender, at the request of Landlord as the result of Tenant's default under the Lease, as the result of an eviction or forcible detainer proceeding or otherwise. Tenant agrees that the lease break fee is a liquidated damage amount agreed to by Tenant in consideration of, among other things, Landlord's waiver to seek from Tenant future rent for the entire amount of any uncompleted rental term (except rent due during the notice to vacate period), plus re-letting related fees, costs, and expenses in the event of Tenant's default. If a Lease Break Event occurs, Tenant and Landlord intend and agree to fix and liquidate Tenant's liability for future rent and re-letting damages. For the reasons stated and because the re-renting of the Rental Property after Tenant breaks this Lease cannot be determined with any certainty, Tenant agrees that the lease break fee agreed to be paid by Tenant upon the occurrence of a Lease Break Event represents a fair amount and method to allocate the numerous risks and liabilities regarding future rent and re-letting damages between Tenant and Landlord. Tenant agrees the lease break fee only relieves Tenant from liability for the future payment of Monthly Rent and re-letting related costs and expenses. Tenant's agreement to pay the lease break fee and repay any Lease concessions and move-in discounts, or Tenant's actual payment of the lease break fee and repayment of any Lease concessions and move-in

discounts shall not under any circumstances release Tenant for any liability to Landlord under this Lease for any other charges or amounts due under the Lease, including but not limited to unpaid utilities, cleaning charges, or any physical damages to the Rental Property, and Tenant shall at all times remain liable for said amounts or any other breaches of the Lease. Landlord shall retain all remedies for Tenant's breaches and other non-compliance with the Lease. Tenant shall not be released from liability on this Lease for any reason whatsoever unless specifically released by Landlord in writing, including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, marriage, divorce, loss of coresidents, bad health, problems with other tenants, or any reasons, unless otherwise provided in this agreement or mandated by law.

Tenant Initials:

10. DISCLOSURE OF INFORMATION. Landlord may disclose any and all information in Landlord's possession regarding Tenant 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 in writing.

11. PERSONAL PROPERTY AND INSURANCE. LANDLORD DOES NOT WARRANT, REPRESENT OR GUARANTEE THE SAFETY OF TENANT, OCCUPANTS OR GUEST'S PERSONAL PROPERTY. TENANT 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 TO OBTAIN INSURANCE FOR LOSSES DUE TO THEFT, FIRE, SMOKE, WATER DAMAGE, AND THE LIKE. LANDLORD ADVISES TENANT TO ALSO OBTAIN ALTERNATIVE LIVING ACCOMMODATION RENTER'S INSURANCE COVERAGE. LANDLORD'S INSURANCE POLICIES PROVIDE NO COVERAGE FOR TENANT'S PROPERTY, INCLUDING TENANT'S AUTOMOBILE. TENANT HEREBY AUTHORIZES LANDLORD TO ACCEPT PACKAGES ON BEHALF OF TENANT OR OCCUPANTS AND RELEASES LANDLORD FROM ANY CLAIM OR LIABILITY ASSOCIATED WITH THE LOSS, DISTRUCTION OR THEFT OF SUCH PACKAGES.

LANDLORD DOES NOT require Tenant to obtain Renter's Insurance, but strongly encourages Tenant to obtain Renter's Insurance.

12. LIABILITY Tenant, Tenant's family, occupants, guests, invitees, or any person entering on or about the Premises due to Tenant (hereinafter collectively "Tenant") assume any risk(s) whatsoever of damage or injury, whether to person or property, loss, or destruction of property, in connection with Tenant's occupancy of the Premises or in association with Tenant's use of the Premises (hereinafter "Risks"). Such risks include but are not limited to damage or injury caused by third parties, fire, smoke, water, water leaks, ice, snow, lightning, explosions, mold, infestation, theft, vandalism, weather or natural elements, interruption of heating/cooling, utilities, and plumbing systems. Landlord has no duty to remove any ice, sleet, or snow. Tenant agrees that all property kept in the Premises shall be at the risk of the Tenant. To the greatest extent permitted by law, Landlord shall not be liable to Tenant, even for negligent acts or omissions of Landlord or Landlord's representatives, for any damage or injury, whether to person or property, loss, or destruction to Tenant's property, including but not limited, to any damage or injury,

whether to person or property, loss, or destruction of property sustained by Tenant from any cause, including but not limited to, the causes and risks set forth herein. To the greatest extent permitted by law, Tenant agrees to hold Landlord harmless and to indemnify Landlord against and from any lawsuit, loss, cost, expense, damage, or claim including attorneys' fees and costs resulting from any injury, whether to property or to person, whether to Tenant, Tenant's family, occupants, guests, invitees, or any person entering the Premises, unless prohibited by law. Tenant waives any insurance subrogation rights or claims against Landlord or Landlord's agents, and their insurers. No employee, Landlord, or management company is personally liable for any of Landlord's contractual, statutory, or other obligations merely by virtue of acting on behalf of Landlord. All provisions regarding Landlord's non or no-liability and no-duty apply to Landlord's employees, Landlords, and management companies.

13. MULTIPLE TENANTS OR OCCUPANTS. Each Tenant is jointly and severally liable for all Lease obligations. If Tenant or any guest or Occupant violates the Lease or rules, all Tenants are considered to have violated the Lease. Landlord's requests and notices (including sale notices) to any Tenant constitute notice to all Tenants and Occupants. Notices and requests from any Tenant or Occupant (including notices of Lease termination, repair requests, and entry permissions) constitute notice from all Tenants. In eviction suits, any one of multiple Tenants is considered the agent of all other Tenants in the Rental Property for service of process. Security Deposit refunds may be by one check jointly payable to all Tenants; the check and any deduction itemizations may be mailed to the last known address of any one Tenant only.

14. COMMUNITY POLICIES OR RULES. Tenant and all guests and Occupants must comply with this Lease, written Rental Property rules and community policies, including instructions for care of the property, declarations of covenants, and homeowner association by-laws and rules. Landlord's rules are a part of this Lease. Landlord may make reasonable changes to written rules, effective immediately, upon posting at the Rental Property.

15. CONDUCT. The Rental Property and other areas reserved for Tenant's private use must be kept clean and sanitary. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed may be used only for entry or exit. Community patio areas, storerooms, laundry rooms, and similar areas must be used with care in accordance with rules and posted signs. Glass containers are prohibited in or near pools and other common areas. Landlord may regulate: (1) the use of patios, balconies, and porches, including the prohibition of the storage or use of furniture, barbeque grills and flammable substances; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. LANDLORD DOES NOT REPRESENT OR WARRANT THE BEHAVIOR OF ANY THIRD-PARTIES, INCLUDING OTHER TENANTS, OCCUPANTS AND GUESTS OF THE COMMUNITY. Tenant and all Occupants or guests may not engage in the following prohibited activities: unreasonable disturbances of others or loud or obnoxious conduct, including unreasonable odors; disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the community, 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; engaging in or threatening violence; possessing a weapon prohibited by Colorado Law; discharging a firearm in the community; 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; soliciting

business or contributions; using the Rental Property for other than residential use to include operating a business or childcare service; storing anything in closets having gas appliances; tampering with utilities; bringing hazardous materials into the community. To the extent Tenant, 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.

16. CONDITION OF THE RENTAL PROPERTY AND ALTERATIONS. Tenant accepts the Rental Property, fixtures, and furniture as is and disclaims all implied warranties. Within 48 hours after move-in, Tenant shall notify Landlord in writing of all defects or damage. Otherwise, everything will be considered to be in clean, safe, and good working condition. Tenant shall maintain and prevent the Rental Property from violating any local building or housing code and shall indemnify and hold the Landlord harmless from any and all claims or demands of any third-party, including any governmental authority, based on an allegation that the Rental Property is in violation of a code or ordinance and Tenant shall immediately restore the Rental Property to a condition that complies with the code or ordinance if a violation is found. Tenant shall keep the Rental Property free from mold and shall immediately report the presence of mold or sources of moisture to Landlord. Tenant shall use customary diligence in maintaining the Rental Property and common areas. Unless authorized by Landlord in writing, Tenant shall not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter the Rental Property or the common areas. Landlord may immediately restore or repair any alteration or damage made by Tenant without Landlord's prior written approval and may immediately charge Tenant for the costs of such restoration and repair. Tenant shall not alter or remove any of Landlord's property. No changes or alterations, additions or damage may be made on the exterior of the building or the yard. Light fixtures will be in working order including bulbs at move-in, replacements (at the same wattage) are the Tenant's responsibility. Tenant's alterations and improvements to the Rental Property (whether or not Landlord consents to such alterations and improvements) become Landlord's unless otherwise agreed in writing.

17. REQUESTS, REPAIRS, AND MALFUNCTIONS. ALL NOTICES AND REQUEST FOR REPAIRS, INSTALLATIONS, OR SERVICES, OR SECURITY-RELATED MATTERS MUST BE GIVEN IN WRITING TO THE LANDLORD'S DESIGNATED REPRESENTATIVE (except in emergencies involving immediate danger to person or property, such as fire, gas, smoke, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress).

Landlord designates that repairs related to the warranty of habitability must be sent to the Landlord in writing via electronic communication to jb@uhboulder.com, or to this physical address PO Box 317 Boulder, CO 80306. In order for Landlord to process these matters more timely, electronic notification is preferred.

Landlord's complying with or responding to any oral request does not waive the strict requirement for written notices under this Lease. Tenant shall promptly notify Landlord in writing of: water leaks; electrical problems; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Landlord may change or install utility lines or equipment serving the Rental Property if the work is done reasonably. Landlord may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, Tenant shall notify Landlord's representative immediately. If air conditioning or

other equipment malfunctions, Tenant shall notify Landlord's representative as soon as possible on a business day. Landlord shall act with reasonable diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received.

Every Tenant is entitled to safe and healthy housing under Colorado's warranty of habitability, and a Landlord is prohibited by law from retaliating against a Tenant in any manner for reporting unsafe conditions in the Tenant's residential Premises, requesting repairs, or seeking to enjoy the Tenant's right to safe and healthy housing.

Tenant can mail or personally deliver written notice of an uninhabitable condition to the following address: **P.O. Box 317, Boulder, CO 80306**, by email at the following email address: Jb@uhboulder.com, or through Landlord's online Tenant portal or platform with a web address: UHBoulder.com .

El inquilino puede enviar por correo o entregar personalmente un aviso por escrito de una condición inhabitable a la siguiente dirección : **P.O. Box 317, Boulder, CO 80306**, o por correo electrónico a: Jb@uhboulder.com, o a través de nuestro portal or plata forma para inquilinos en línea por nuestra página de web: UHBoulder.com .

18. CASUALTY, CONDEMNATION, OR EMINENT DOMAIN. If any part of the Rental Property or the community is destroyed due to fire, explosion, flood, or other casualty, or if the Rental Property or any part of the community becomes unsafe, hazardous, or uninhabitable, as determined by Landlord in its sole and absolute discretion, Landlord may, at its option, upon written notice to Tenant either immediately terminate this Lease or repair the Rental Property. Regardless of the extent of damage to the Rental Property or any portion of the community or the reason for any repair or any desired renovation, Landlord may also upon written notice immediately terminate this Lease, if in Landlord's sole and absolute discretion, any repair or renovation would be either impractical or dangerous if Tenant continued to occupy the Rental Property. Landlord may also upon ten (10) days written notice, terminate this Lease, if in Landlord's sole and absolute discretion, any repair or desired renovation would be either impractical or dangerous, in Owner's absolute discretion, if Tenant was present at the Rental Property while work was being performed during normal working hours, and Tenant continues to be in, on, or about the Rental Property during normal working hours after demand to stay out during normal working hours.

If Landlord elects to repair the Rental Property and if the damage or casualty event is not due to Tenant's negligence or intentional conduct in Landlord's sole and absolute determination, the rent on the damaged Rental Property shall be abated and prorated from the date on which the Rental Property became uninhabitable to the date on which Tenant may reoccupy the Rental Property, as determined by Landlord in its sole discretion. If the damage or casualty event is due to Tenant's negligence or intentional conduct, the rent shall not abate or prorate and Tenant shall be liable to Landlord for any amounts due under this Lease plus all damage caused by such negligent or intentional conduct and if Landlord elects to repair the Rental Property, Landlord may, but has no obligation to provide suitable substitute accommodations upon terms and conditions acceptable to Landlord. If Landlord provides any substitute accommodations, Landlord may but shall not be required to pay any costs associated with providing any substituted accommodations. Any substitute accommodations provided or paid for by Landlord shall not constitute an admission of fault or negligence by Landlord. After any casualty event

and repair, Landlord may elect to have Tenant vacate any substituted accommodations or premises, and reoccupy the Rental Property. If Landlord does not elect to repair the Rental Property, the building in which the Rental Property is located, or the community, this Lease shall immediately terminate. In the event of any casualty, Landlord shall under no circumstances be obligated to Tenant for finding or paying for replacement accommodations, and for any other expense, damage or inconvenience suffered by Tenant. If the whole or any part of the Rental Property is taken by governmental authority under eminent domain for any public or quasi-public use or purpose, then the Lease Term will terminate on the date when possession of the part so taken is required for such use or purpose. All damages awarded for such taking will belong to and are the property of Landlord.

19. REIMBURSEMENT FOR REPAIRS. Tenant shall promptly reimburse Landlord for all loss, damage, or cost of repairs or service in the Rental Property or to the exterior of the Rental Property regardless of the cause or by whom damaged, except for damage caused by the Landlord or which is the result of ordinary wear and tear, including, but not limited to any and all damages to windows, doors and screens. Tenant shall promptly reimburse Landlord for loss, damage, or cost of repairs or service caused anywhere in the community by Tenant or any guest's or Occupant's improper use or negligence. Landlord may require payment at any time, including advance payment of repairs for which Tenant is liable.

20. MOLD. Tenant shall keep all areas of the premises thoroughly clean and dry. Tenant shall inspect all areas to ascertain if there are any water leaks or signs of water damage. Tenant shall make every effort to insure that water does not escape from shower or tub enclosures. Tenant shall immediately clean and dry any area where water or liquids of any kind have accumulated/spilled. Tenant shall keep all windows and doors closed during adverse weather or when the unit is unattended. Tenant shall notify owners immediately if there is any evidence of visible accumulation of mold-like substances on hard surfaces. Tenant shall clean the accumulated and surrounding areas with soap and or detergent and allow the area to dry. Within 24 hours of cleaning the area, Tenant shall apply according to labeled directions a disinfectant designed to kill mold-like substances. Tenant shall not maintain or permit any hydroponic growing in the Rental Property or any growing of marijuana. Except as stated in Section 17 herein, upon written notification by Tenant, Landlord shall within a reasonable time, repair water leaks, provided that such leaks are not caused by Tenant, Occupants or any guests. Upon written notification by Tenant, Landlord shall within a reasonable time, clean or apply biocides to visible mold or porous surfaces such as sheetrock and ceilings provided the visible mold was not caused by the misuse or neglect of Tenant, Occupants or his guests. Tenant hereby indemnifies and holds Landlord harmless and releases Landlord from any and all claims or actions arising from Tenant's breach of this paragraph 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.

21. PETS. NO PETS are allowed (even temporarily) anywhere in the Rental Property or community unless Landlord has authorized in writing, except for service animals of disabled persons. If a pet has been in the Rental Property at any time during the term of occupancy (with or without Landlord's consent), Landlord may charge Tenant for defleaing, deodorizing, or shampooing to protect future Tenants from possible health hazards.

Landlord Written Approval Required: The following pets are permitted (describe breed, size, color, name of each animal):

22. SNOW REMOVAL. Landlord shall be responsible for snow removal in accordance with local ordinances.

23. LAWN, EXTERIOR CARE, MODIFICATIONS. The Rental Property does include private exterior areas. If the Rental Property does include private exterior areas, Landlord shall be responsible for lawn mowing and lawn, tree and foliage care. If Tenant is responsible, lawn, tree, landscaping, foliage and grounds must be maintained in good and presentable condition, adequately watered and fertilized, free of trash and stored items as determined by the owner's reasonable discretion. Tenants and guests are prohibited from installing or placing anything in or on the Premises including, but not limited to, recreational items in the yard or parking lot, or altering the interior or exterior of the Premises in any way that Landlord and Landlord's agent in their sole discretion, determines adversely impacts the property value, or could result in damage to property, or injury to people. Any such installation or alteration must be removed and the Premises restored after notice from the Landlord, Tenant agrees that the Landlord can perform such removal and restoration at the Tenant's expense.

24. MOTOR VEHICLES. Landlord is not responsible for the safety of or damage to Tenant 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 in the community and may be immediately towed, without prior notification of any kind, 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; or (4) is parked in a space marked for other tenant(s) or unit(s). A vehicle is prohibited in the community and may be towed after posting a 24-hour notice in a conspicuous place on the vehicle indicating the Landlord's intent to tow said vehicle, if the vehicle: (1) is abandoned, unlicensed, derelict, inoperable; (2) has flat tires or other conditions rendering it inoperable; (3) takes up more than one parking space; (4) belongs to a Tenant or Occupant who has surrendered or abandoned the Rental Property; or (5) is the type of vehicle prohibited below, and Tenant has failed to obtain Landlord's prior written consent. In the event the Landlord is fined or incurs any cost associated with Tenant or any Occupants' or guests' vehicle, Tenant 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 in the community without the written consent of the Landlord. Tenant agrees not to store and/or park any commercial or public vehicle in the community under any conditions. Tenant further agrees not to make any repairs of the aforementioned motor vehicle and/or recreational items in the community without the written consent of the Landlord.

25. BARBEQUE GRILLS. Fire codes prohibit and tenant shall prevent the use of charcoal 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. Exceptions to this ban are single family dwellings including side-by-side townhomes and areas where the balcony is protected by the buildings automatic fire sprinkler system. Electric grills and gas grills that are hard wired into the gas lines are permitted. Tenant shall comply with all fire codes.

26. SATELLITE DISH. Tenant may in some limited circumstances be allowed to install a satellite reception dish, subject to the following limitations and restrictions: Only one dish or other reception device may be installed. The dish shall be no larger than 1 meter in diameter. The dish may be installed only within the Rental Property. The Rental Property includes private balconies, balcony railings, terraces, patios, yards and gardens. However, the Rental Property does not include any outside walls, roofs, window sills or common balconies, railings, patios, yards or other common areas in the community. No part of the dish may extend beyond the outside balcony rail or patio line. Tenant shall remain fully and solely liable and responsible for the safety of the satellite dish and for any damage caused to persons or property associated with the satellite dish. Tenant hereby indemnifies and shall hold Landlord harmless from any and all claims based on damage to or injury by the dish. Any Tenant who installs a satellite dish must maintain a renter's property insurance policy, which includes general liability coverage. No dish may be installed in a fashion that will damage the Rental Property beyond ordinary wear and tear. No holes may be drilled in exterior surfaces, including walls, roofs, glass, balcony floors or railings. Any "Hook-UP" between interior and exterior equipment must be accomplished with flat cable capable of fitting below a door jam or by means of a device that allows the signal to pass through the exterior wall, door or glass without wiring. Interior holes must be fully repaired and painted to the exact match of the existing wall when Tenant vacates the Rental Property.

27. TENANT SAFETY AND PROPERTY LOSS. Tenant and all Occupants and guests must exercise due care for their own and others' safety and security, especially in the use of smoke and/or carbon monoxide detectors, dead bolt locks, keyless bolting devices, window latches, and other security devices. Tenant shall pay for and replace batteries in smoke and/or carbon monoxide detectors as needed. Tenant shall be liable to Landlord and others for any loss or damage from fire, smoke, or water if that condition is contributed to by Tenant disconnecting or failing to replace smoke and/or carbon monoxide detector batteries, or by Tenant not reporting malfunctions. Landlord shall not be liable to any Tenant, guest, or Occupant for personal injury or damage or loss of personal property from fire, smoke, rain, flood, environmental problems, water leaks, hail, ice, snow, lightning, wind, explosions, and interruption of utilities, unless that injury or damage is caused by Landlord's negligence. Landlord shall have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless instructed otherwise, Tenant shall, for 24 hours a day during freezing weather - (1) keep the Rental Property heated to at least 63 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. Tenant shall not leave appliances, other than furnaces or air conditioners, or water running unattended. Tenant shall be liable for damage to Landlord's and others' property if damage is caused by broken water pipes due to Tenant's violating these requirements. 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. Landlord shall not be liable to Tenant 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 obliged 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 Tenants, Occupants, or guests in the community. If Tenant or any Occupant or guest is affected by a crime, Tenant shall make a written report for Landlord's representative and for the appropriate local law-enforcement agency. Tenant shall also furnish Landlord with the law-enforcement agency's incident report number upon request.

28. REGISTERED SEX OFFENDER LIST. No person, including but not limited to Tenant or any Occupant, shall register the address of the Rental Property on any list of registered sex offenders or predators or similar compilation. Landlord does not warrant, represent nor guarantee whether other persons residing in or near the complex appear on any list of sex offenders and shall not be obligated to monitor or disseminate any compilations of registered sex offenders or other criminals. If Tenant desires to obtain a copy of the list of convicted sex offenders in the area, Tenant must obtain a copy from the local police, sheriff or other public record.

29. LANDLORD'S ENTRY RIGHTS. If Tenant or any guest or Occupant is present, then Tenant shall allow repairers, servicers, or Landlord's representatives to peacefully enter the Rental Property at reasonable times. If nobody is in the Rental Property, then repairers, servicers, or Landlord's representatives may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means if locks have been changed in violation of this Lease). Landlord shall provide written notice of the entry in a conspicuous place in the Rental Property immediately after the entry, or via text or email. Landlord may enter for the purpose of responding to Tenant's request; repairs; estimating repair or refurbishing costs; pest control; preventative maintenance; filter changes; testing or replacing smoke and/or carbon monoxide-detector batteries; retrieving tools or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, 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 Tenants; 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 Tenants; or showing the Rental Property to government inspectors, fire marshals, lenders, appraisers, prospective buyers, Realtors, or insurance agents.

30. ASSIGNMENT AND SUBLETTING. Assigning this Lease, replacing a Tenant or subletting is allowed only when Landlord consents in writing, which consent may be withheld in Landlord's sole and absolute discretion. If departing or remaining Tenants procure a replacement Tenant acceptable to Landlord before moving out and Landlord expressly consents to the replacement or subletting, then a reletting or administrative fee may be due; and Tenant shall remain liable for all Lease obligations for the rest of the original Lease term.

31. DEFAULT BY LANDLORD. Landlord shall act with reasonable diligence to keep common areas reasonably clean; maintain fixtures, furniture, hot water, heating and A/C equipment, as applicable, and; make all reasonable repairs, subject to Tenant's obligation to pay in advance for damages for which Tenant is responsible pursuant to this Lease.

32. TERMINATION OF POSSESSION RIGHTS AND ACCELERATION.

A. In the event of a default under the terms of this Lease by Tenant, Landlord may end Tenant's right of occupancy by giving the notices required by Colorado Law.

B. CHECK IF APPLICABLE (OWNER MUST OWN 5 or LESS SINGLE-FAMILY RENTAL HOMES & LEASING A SINGLE-FAMILY HOME) This is an exempt residential agreement as defined pursuant to C.R.S. §13-40-104(5)(b). The parties agree that a ten-day notice period required pursuant to C.R.S. §13-40-104 does not apply to this lease. If the landlord is providing a notice pursuant to C.R.S. §13-40-104(d), (e), and (e.5)(II), the landlord may provide a five-day notice.

33. ATTORNEY'S FEES AND OTHER REMEDIES. In any disputed court action where the court resolves the dispute and determines the prevailing party, the court shall also award to the prevailing party its reasonable attorneys' fees and costs and the non-prevailing party shall be liable to the prevailing party for payment of any court awarded attorneys' fees and costs. If the Landlord has filed an eviction due to Tenant's Lease breach, including breaching for nonpayment of rent, regardless of the outcome or disposition by the Court, Tenant agrees upon request that the Court shall make a determination who the prevailing party was in any eviction and whether any attorneys' fees and court costs sought by any party are reasonable. If for any reason the Court does not make such determination in any eviction lawsuit between the parties, Tenant and Landlord agree that a court in any subsequent action between Tenant and Landlord shall make that determination. Tenant agrees that suit shall have the broadest possible meaning and includes by way of example but not by way of limitation any lawsuit, governmental agency action including but not limited to any fair housing claim, or any other proceeding, between Landlord and Tenant to enforce this Agreement, arising from this Agreement, or in any way connected with this Agreement or Tenant's tenancy at the Premises, including but not limited to litigation concerning Tenant's security deposit. Tenant agrees to pay eighteen percent (18%) interest compounded annually on all unpaid rent, amounts, or damages owed by Tenant, except for late fees, from that date of Landlord's final accounting until such time Tenant pays all outstanding amounts. ☐ (check if applicable) Cap on Attorney's Fees. The attorneys' fees and costs awarded to the prevailing party shall not to exceed \$2,500.00.

34. CLEANING. Tenant shall thoroughly clean the Rental Property, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, and storage rooms at the time of move-out. Tenant shall follow Landlord's move-out cleaning instructions. If Tenant does not clean adequately, Tenant shall be liable for reasonable cleaning charges - including charges for cleaning carpets, draperies, furniture, walls, etc. Charges for steam cleaning of the carpets is an automatic deduction from the Security Deposit.

35. MOVE-OUT INSPECTION. Tenant and Landlord may meet for a move-out inspection. Landlord's representative has no authority to bind or limit Landlord regarding deductions for repairs, damages, or charges. Any statements or estimates by Landlord or Landlord's representative are subject to Landlord's correction, modification, or disapproval before final refunding or accounting.

36. OTHER CHARGES. Tenant shall at all times be liable for the following charges, if applicable: unpaid rent; unpaid utilities and utility disconnect fees; unreimbursed service charges; damages or repairs (beyond reasonable wear and tear); replacement cost of property that was in or attached to the Rental Property and is missing; replacing dead or missing smoke and/or carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove telephone or TV cable services or rental items; trips to open the Rental Property when Tenant or any guest or Occupant is missing a key; key duplicates; unreturned keys; missing or burned-out light bulbs; stickers, scratches, burns, stains, or unapproved holes; removing or rekeying unauthorized security devices or alarm systems; reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security alarm charges unless due to Landlord's negligence; government fees or fines against Landlord for Tenant's violation of the Lease or law; late-payment and returned-check charges; or in any valid eviction proceeding against Tenant, plus attorney's fees, court costs, and filing fees actually paid; and

other sums due. Charges for violating occupancy requirements can result in fines up to \$2,000 a day, plus jail. All costs incurred by owner and agent would be the responsibility of the Tenant.

37. ABANDONMENT. Tenant agrees that if Tenant abandons or surrenders the Rental Property and leaves behind personal property, Landlord shall have the right, but not the obligation, to remove and dispose of said personal property as Landlord sees fit, at Tenant's sole risk and cost and without recourse by Tenant or any person claiming under Tenant against Landlord or Landlord's representatives. Tenant shall indemnify and hold harmless Landlord and Landlord's agents and representative against any claim or cost for any damages or expense with regard to the removal, disposal and/or storage of the property.

38. SMOKING AND MARIJUANA USE. 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 may smell or otherwise experience smoke in the Rental Property or common areas during the term of the Lease. Tenant shall not allow others near the Rental Property to be disturbed or annoyed by smoking by Tenant, Occupants or any guest or invitee. Tenant shall not grow or manufacture any substance or material including, but not limited to marijuana. Upon lease termination and surrender of the Rental Property, Tenant shall be responsible for any and all cleaning, repairing, repainting and replacement necessary to correct smell or residue in and around the Rental Property. No amount of discoloration or smell from smoking or any other action shall be considered ordinary wear and tear. (Check those that apply): ☐ Smoking of all substances (specifically including marijuana and cigarettes) in the Rental Property is prohibited. ☒ Smoking in the Rental Property is prohibited if it produces smoke that can be smelled or otherwise experienced outside the Rental Property. ☐ Smoking of any substance which is prohibited by Federal Law, Colorado Law or both, including, but not limited to marijuana is prohibited in the Rental Property.

39. JURY WAIVER. Landlord and Tenant agree that any action or proceeding in which Landlord is seeking possession of the Premises from Tenant, a trial shall be heard by a court sitting without a jury.

40. MODIFYING AND INTERPRETING THIS LEASE. This Lease and attached Addenda is the entire agreement. Neither Landlord nor any of Landlord's representatives have made any oral promises, representations, or agreements. Landlord's representatives (including management personnel, employees and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing. No action or omission of Landlord's representative will be considered a waiver of any subsequent violation, default, or time or place of performance. In filling out, processing, and completing this Lease some clerical, scrivener, human, computer and/or mathematical errors may occur. In the event of any such errors or mistake and regardless of who made the mistake, Tenant agrees to cooperate with Landlord to execute or reexecute any document necessary to correct any such mistake or error upon demand by Landlord. Invalidity of any one of the foregoing provisions, covenants, or promises by judgment or court order shall in no way affect any of the other provisions, covenants, or promises contained in this Agreement which will remain in full force and effect. No provision, covenant, or promise contained in this Agreement shall be deemed invalid or unenforceable because such provision, covenant, or promise does not provide for or grant Landlord or Tenant equal or reciprocal rights.

41. FAIR HOUSING Landlord is dedicated to honoring federal, state and local fair housing laws. Landlord will not discriminate against Tenant because of their race, color, religion, national origin, familial status, disability, sex, sexual orientation, gender identity, immigration/citizenship status, or military/veteran status. C.R.S. § 24-34-502(1) prohibits source of income discrimination and requires a non-exempt

landlord to accept any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person, including income derived from any lawful profession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program.

42. BOULDER AREA RENTAL HOUSING ASSOCIATION MEMBERSHIP. Landlord represents that at the time this Lease is executed by Landlord that Landlord or Landlord's management company or broker who represents Landlord is a member in good standing of the Boulder Area Rental Housing Association. If this representation is not true, Tenant may terminate this Lease upon 30 day written notice to Landlord and surrender possession of the Rental Property.

THIS LEASE CONSTITUTES A LEGALLY BINDING CONTRACT ENFORCEABLE BY LAW. EXECUTION BY THE PARTIES ACKNOWLEDGES FULL ACCEPTANCE OF ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.

SIGNATURE PAGE FOLLOWS

Tenant (s)and Guarantor(s) (all sign below)

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Guarantor Signature: _____ Date: _____

Guarantor Signature: _____ Date: _____

Guarantor Signature: _____ Date: _____

Property Manager:

_____ Date: _____

BARHA PEST Control Addendum -Revised-August 2021

This is an Addendum to the Lease, by and between University Heights Apartments, LLC, (hereinafter Landlord") for the Apartment Community known as University Heights Apts., and _____, _____, (collectively hereinafter "Tenant"), for the premises known as _____(address), Boulder, Boulder County, 80302 zip, State of Colorado ("Rental Property").

Tenant and Landlord agree as follows:

1. If Tenant 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 that the Rental Property are 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 shall cooperate fully with and undertake all efforts and tasks required by Landlord or Landlord's pest control company 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 pre-treatment 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 reinfestations 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 ten 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 may request reasonable extermination services at any time. All requests must be in writing. Landlord will notify Tenant 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 or if Landlord posts the notice and instructions to Tenant's unit.

5. If Tenant promptly notifies Landlord and cooperates with Landlord and/or Landlord's pest control company and the unit is either re-infected or the initial treatment is ineffective, Landlord will schedule reinspection and re-treatment at no cost to Tenant. If Tenant is not fully prepared for the treatment, Tenant agrees to pay \$ _____. (If no amount is filled in, Tenant shall be billed for the actual cost of service.) If Tenant fails to cooperate fully with the treatment plan and the unit is either re-infected or the initial treatment is ineffective, Tenant 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 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 acknowledges that Landlord's adoption of this Addendum, and the efforts to provide a Pest free environment, does not in any way change the standard of care that Landlord owes Tenant under the Lease. Tenant further acknowledges that Landlord does not guaranty or warranty a Pest free environment. Tenant acknowledges and understands that Landlord's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on Tenant's voluntary compliance and cooperation. 8. Tenant acknowledges that used or secondhand furniture is the primary way that bed bugs and roaches are spread. Tenant agrees to carefully inspect any used or secondhand furniture, especially bedding, acquired by or purchased by Tenant that is brought into the Rental Property. Tenant agrees not to acquire or bring into the Rental Property any used or secondhand furniture removed from the garbage. Tenant acknowledges that sharing vacuum cleaners, etc. is another highly possible way to spread bed bugs and roaches. Tenant shall not to share such items with other residents. 9. In case of any conflict between the provisions of the Lease and this Addendum, the provisions of this Addendum shall govern. This Addendum is incorporated into the Lease executed or renewed between the Landlord and the Tenant.

Property Manager_____

Date_____

Tenant_____

Date_____

Tenant_____

Date_____

Tenant_____

Date_____

BARHA NUISANCE ADDENDUM – Revised- August 2021

This is an Addendum to the Lease (the “Lease”), by and between University Heights Apartments, LLC, (hereinafter “Landlord”) for the Apartment Community known as University Heights Apts., and _____, _____, _____, (collectively hereinafter “Tenant”), for the premises known as

_____ (address), Boulder, Boulder County, 80302, State of Colorado (“Premises”). Tenant and Landlord agree as follows: 1. If the Landlord receives any written nuisance complaint, cease and desist order, tickets, citations, letters, disruptive behavior to the neighborhood including beer pong, chalking, violating health orders, noise, or notification of tenant receiving a citation, or any government agency visiting the Rental Property based on actions of the Tenant or guests of the tenant, or similar demand from any HOA or governmental entity (collectively “Nuisance”) regarding the Premises Resident shall be in default of this Agreement. Upon demand from Landlord or notice of any nuisance, Resident shall address and remedy any Nuisance and otherwise cure any nuisance violation, including but not limited to, paying any fines, penalties, assessments, or other amounts levied, charged, or imposed by any governmental entity because of the Nuisance. Landlord may take any action necessary or required to cure or remedy any nuisance, including but not limited to, barring or trespassing any individuals from entering any portion of the Premises. Resident will not permit any barred or trespassed individuals onto the Premises. Resident acknowledges that a legal demand or trespass notice delivered to Resident by either personal service or posting on Premises is proper notice that an individual, guest, relative, or any other party has been trespassed or barred from Premises. Resident shall pay or reimburse Landlord all costs, damages, sums, or other amounts, including reasonable attorneys’ fees and costs incurred by Landlord, levied or assessed against the property or Landlord because of Resident.

2. Resident will also be responsible for an administrative charge of \$ 150.00 regardless of whether or not the Landlord is assessed a fine.

3. Landlord may also provide Tenant with a written warning of the Nuisance to accompany the administrative charge. Landlord may also choose to serve an eviction demand regarding the behavior.

4. After providing one warning letter, if there is a second violation of this addendum, Landlord may choose to assess an additional administrative charge in an amount that is up to the discretion of Landlord. Landlord may also choose to serve an eviction demand regarding the behavior.

Property Manager _____	Date _____
Tenant _____	Date _____
Tenant _____	Date _____
Tenant _____	Date _____

The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP46-9-12)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

LEAD-BASED PAINT DISCLOSURE (Rentals)

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

Street Address _____	City _____	State _____	Zip _____
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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 base penalty up to \$11,000 (plus adjustment for inflation). The current penalty is up to \$16,000 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, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure to Tenant and Real Estate Licensee(s) and Acknowledgment

1. 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.
2. 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):

3. Records and reports available to 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 Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

LP46-9-12. LEAD-BASED PAINT DISCLOSURE (RENTALS) Page 1 of 2

Tenant's Acknowledgment

4. Tenant has read the Lead Warning Statement above and understands its contents.

5. Tenant has received copies of all information, including any records and reports listed by Landlord above.

6. Tenant has received the pamphlet "Protect Your Family From Lead in Your Home."

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Landlord's Disclosure, has informed Landlord of Landlord's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

Tenant _____

Date _____

Tenant _____

Date _____

Tenant _____

Date _____

Property Manager _____

Date _____

LP46-9-12. LEAD-BASED PAINT DISCLOSURE (RENTALS) Page 2 of 2

Colorado Radon Disclosure - Rental Properties

1 | Page Boulder Area Rental Housing Association

RADON WARNING STATEMENT: THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT STRONGLY RECOMMENDS THAT ALL TENANTS HAVE AN INDOOR RADON TEST PERFORMED BEFORE LEASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL. RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER. RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. A LANDLORD IS REQUIRED TO PROVIDE THE TENANT WITH ANY KNOWN INFORMATION ON RADON TEST RESULTS OF THE RESIDENTIAL REAL PROPERTY. Lessor's/Landlord's Disclosure - Presence of radon (check only one box)

1. ☐ Lessor (Landlord) has no knowledge of a radon test(s) having been conducted on the residential real property in the housing.

2. ☐ Lessor (Landlord) knows that a radon test(s) having been conducted on the residential real property in the housing. If this box is checked, A, B, and C below must be completed.

A. The most current records and reports pertaining to the radon concentrations within the residential real property are provided with this disclosure.

B. The radon concentrations detected, and mitigation or remediation performed, if any:

_____.

C. The following mitigation system is installed in the residential (describe, if applicable, and attach documentation regarding the system):

_____.

Radon Brochure Lessor (Landlord) has attached a copy of the most recent brochure published by the Department of Public Health and Environment in accordance with C.R.S. § 25-11-114(2)(a) that provides advice about radon in real estate transactions.

Prospective Tenant(s) Email Address(es):

Prospective Lessee's (Tenant's) Acknowledgment (Initials): _____

If Box 2 above is checked, Prospective Lessee/Tenant has received copies of all information listed above.

_____ Lessee/Tenant has received the radon brochure.

ACCURACY CERTIFICATIONS and TENANT’S ACKNOWLEDGMENT.

Lessor (Landlord) and any agent named below certify that to the best of their knowledge the above information and statements made or provided by them, respectively, are true and accurate. The person who signs for the Lessor (Landlord) may be (1) the owner himself Colorado Radon Disclosure - Rental Properties 2 | P a g e Boulder Area Rental Housing Association or herself; (2) an employee, officer or partner of the owner; or (3) a representative of the owner’s management company, real estate agent or locator service, if such person is authorized to sign for the Lessor (Landlord). The prospective Tenants signing below acknowledge that they have received a copy of this Radon Disclosure and radon brochure before becoming obligated to sign the Lease.

Lessor (Landlord)/Property Manager _____

Date_____

Prospective Tenant _____

Date_____

Prospective Tenant _____

Date_____

Prospective Tenant _____

Date_____

UNIVERSITY HEIGHTS APARTMENTS: GARBAGE DISPOSAL ADDENDUM

This agreement is an addendum and part of the rental agreement between University Heights Apts. & tenant(s) for the property located at: _____.

Garbage disposals are part of the plumbing system for a kitchen. The purpose of a disposal is to grind up **SMALL AMOUNTS OF FOOD** into smaller pieces that will easily pass through the pipes from the kitchen to the main pipes leading to the sewer system.

Even with the best disposal (also called a food grinder) large quantities of food and scraps will cause the pipes beyond the disposal to become clogged and backed up. **PLEASE DO NOT PUT THE FOLLOWING FOODS OR ITEMS DOWN THE DISPOSAL:**

- **Bones of any type**
- **Fruit or vegetable skins, peels, & seeds / pits**
- **Coffee grounds and beans**
- **Eggshells**
- **Rice**
- **Beans**
- **Pasta, oatmeal, cereals**
- **Fibrous & stringy vegetables (celery, kale, onions etc.)**
- **GREASE OR ANY OILS OR FATS – THESE ALWAYS NEED TO BE DISPOSED OF BY POURING INTO A CAN OR GLASS CONTAINER, LETTING COOL & THROWING AWAY IN TRASH**
- **Bottle caps, utensils, glass, ceramic, plastic, pebbles, dirt or ANY NON FOOD ITEMS**
- **Excess of ANY FOODS**

PLEASE USE THE DISPOSAL IN THIS ORDER:

1. Run cold water
2. Switch on disposal
3. Slowly put **SMALL AMOUNTS OF FOOD DOWN**
4. Continue to run water and disposal until **ALL FOOD HAS BEEN GROUND UP & WATER IS RUNING FREELY**

*I/We have read the above and understand that any and all expenses for plumbing issues, clogs, pipe backups, or replacement of the disposal resulting from misuse of the disposal will be paid for by the resident(s). The only exception to this is if the disposal only needs to be simply reset or if only a disposal wrench needs to be used to get the appliance running again.

Tenant(s) signature	1. _____	Date _____
	2. _____	Date _____
	3. _____	Date _____

UNIVERSITY HEIGHTS APARTMENTS

1. Rent is due on the first (1st) day of the month. We accept online EFT payments, personal checks, money orders, and cashier's checks payable to University Heights. If paying with personal check, money order, or cashier's check, please place your payment in an envelope with your name(s) & unit number written on it & drop in drop box in laundry room (preferred) OR mail to: University Heights - PO Box 317, Boulder, CO 80306.
2. There is a flat fee of \$_____ due each month in addition to the base rent amount. This includes heat / gas, water / sewer, trash/ recycling, parking (1 permit), snow removal, all groundskeeping & maintenance.
3. There is a late fee assessed for all rents received after the 7th of the month. The fee is 5% of the total rent.
4. The tenant will be charged two (2) full month's rent plus flat fees plus **ANY & ALL** other expenses to break the lease if the property manager is required to re - rent the unit prior to the lease expiration.
5. There is a \$500 sublet fee plus any showing, screening or other fees for any tenant who finds a subletting tenant to sublet the unit prior to the lease expiration date. The subletting tenant must be screened & approved by the PM. The subletting tenant will be added to the lease and will pay their own security deposit. The original tenant on the lease will be responsible for rent, monthly flat fees, and damages if the subletting tenant defaults on the rent / flat fees OR if any damages, cleaning etc. costs are above/ beyond the subletting tenant's security deposit.
6. All cleaning, painting & damage charges will be billed at the market rate determined by the Property Owner & Property Manager.
7. **There is only one (1) parking spot allowed per apartment, You must display your parking permit at ALL times. There is NO GUEST PARKING. If you do not own a car you do not get a parking permit.**
8. Security deposit refunds will be returned within 60 days of your lease expiration date.
9. Only service / ESA dogs & animals are allowed. Other pets are only allowed on a case-by-case basis with written permission from the PM. Additional pet deposits & fees will be assessed.
10. The cost for the steam cleaning of the carpets will be an automatic deduction from your security deposit.

I/ We understand that this is an addendum to the lease. I / We also acknowledge that all the agreements on the lease, including this addendum, are legally binding on all parties, personal representatives, successors and assigns.

Tenant signature(s): 1. _____

2. _____

3. _____

Guarantor signature(s) 1. _____

2. _____

3. _____

BARHA SMART REGS ADDENDUM

This is an Addendum to the Boulder Area Rental Housing Association Lease (the "Lease"), by and between University Heights Apartments, LLC ("Landlord") for the Owner of the property and

(collectively "Tenant"), and for the premises known as _____ City of Boulder, County of Boulder, State of Colorado ("Rental Property"). 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 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 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 also hereby agrees to allow Landlord to obtain copies of their utility bills from the utility provider. Tenant 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.
3. Tenant agrees that if any CFL bulbs are broken, the EPA clean-up guidelines found at <https://www.epa.gov/cfl/cleaning-broken-cfl> will be followed by Tenant.
4. Tenant and Landlord agree that any violation of this Addendum is a material violation of the Lease, and Landlord may give a demand for compliance or possession.
5. In case of any conflict between the provisions of the Lease and this Addendum, the provisions of this Addendum shall govern. This Addendum is incorporated into the Lease executed or renewed between the Landlord and the Tenant. Landlord By:

Tenant _____

Date _____

Tenant _____

Date _____

Tenant _____

Date _____

Property Manager _____

Date _____

CITY OF BOULDER- LEASE DISCLOSURE ADDENDUM

This is an important notice for tenants. Please read it carefully. Every person who rents or leases a dwelling unit within the city limits of Boulder, CO, must be provided with information in accordance with the provisions of Boulder Revised Code, Section 12-2-4 (Ordinance 8122). Landlords are encouraged to make required disclosures at the time that lease agreements are executed in order to promote discussion of these city regulations. Landlords can, however, make required written disclosures at any time. It is not required that you use this letter to disclose the required city regulations and these disclosures are not intended to supersede any language from a more restrictive lease agreement. Many landlords do prefer to include this information in their lease, but where leases are already in force, a letter to tenants explaining the relevant ordinances will fulfill the requirement. Landlords: DO NOT RETURN THE SAMPLE LEASE DISCLOSURE LETTER TO THE CITY. If you use it, keep it with your lease documents.

EVICTON LEGAL REPRESENTATION AND EVICTON RENTAL ASSISTANCE It is the policy of the City of Boulder that Boulder tenants shall have the right to legal representation in eviction and administrative proceedings where they face the loss of housing and the City shall provide such representation to tenants to assist in the fair administration of justice. The City also administers a rental assistance program to tenants faced with such proceedings. For more information and to access this program, visit: <https://bouldercolorado.gov/community-relations/eviction-prevention-services> or call 303-441-3414

Definitions: Covered Proceeding means legal proceedings to evict a tenant from their place of residence pursuant to C.R.S. 13-40-101 et seq., counterclaims related thereto, the termination of Section 8 housing assistance, and appeals arising from any of the foregoing. Legal representation means full scope representation provided by a licensed attorney to a tenant in a covered proceeding. This includes, but is not limited to, filing responsive pleadings, appearing on behalf of the tenant in court, administrative proceedings, or alternatives dispute resolution, and providing legal advice, advocacy, and assistance associated with such matters, and necessary fees and costs related thereto. Tenant means any occupant of residential property, including but not limited to, any building, structure, vacant land, or part thereof offered for lease or rent for residential purposes who is a respondent or defendant, or who has legal standing to be a respondent or defendant, in a covered proceeding.

12-2-9. - No Evictions Without Representation. (a) Provision of Legal Representation and Rental Assistance. The City of Boulder shall establish, run, and fully fund a program to provide legal representation and/or rental assistance for all tenants within the city who face a covered proceeding. This legal representation shall be available to a tenant immediately after the tenant is served with a notice to quit or demand for possession pursuant to C.R.S. 13-40-101, et. seq., or a notice of termination of Section 8 housing assistance, and shall last at least until such time as the notice to quit, demand for possession, or unlawful detainer complaint is withdrawn, the case is dismissed, a final judgment in the matter is entered, or the Section 8 housing assistance termination proceedings are concluded. Written notification of this right to legal representation and how to access it must be provided by the landlord to a tenant at the time the right to legal representation attaches as described under this Section. The notice must be in the same form as required by B.R.C. 12-2-4(a)(1)(I).

OCCUPANCY LIMITS A. The dwelling unit you will be renting or leasing at the address of:

may be occupied by no more than _____ 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:

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 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: Disruption of Quiet Enjoyment of the Home, Section 5-9-5, B.R.C. 1981. This focuses on individuals who engage in loud behavior at any time of day that disrupts a neighbor who is in his or her own house. Unreasonable Noise, Section 5-9-6, B.R.C. 1981. This is a provision that can be used when officers, standing more than 100 feet away from a noise source, hear amplified music in a residential zone after 11 p.m. Excessive Sound Levels, Section 5-9-3, B.R.C. 1981. This is based upon measuring sound levels with meters. Noise must not exceed 50 decibels (dBA) between 11 p.m. and 7 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 Nuisance Party Prohibited, Section 5-3-11, B.R.C. 1981. 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, littering, fighting, 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 any 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.

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 keep trash and compost securely stored within a structure at all times until the moment 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. Outdoor Furniture Restricted, Section 5-4-16, B.R.C. 1981. Residents of the University Hill neighborhood may not place, use, keep, store, or maintain any upholstered furniture or mattress not intended for outdoor use in any outside areas of the property. Growth or Accumulation of Weeds Prohibited, Section 6-2-3, B.R.C. 1981. It is a violation to allow weeds and/or grass 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 (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. 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 they 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. 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. 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 to be signed by every tenant, other than minor children living with a supervising parent or other custodian.

Tenant_____

Date_____

Tenant_____

Date_____

Tenant_____

Date_____