

Sunnyside Property Management, LLC

1450 28th Street • Boulder, CO 80303
(303) 442-7773



1. Leased Premises

1.1 LEASE TERMS

SUNNYSIDE PROPERTY MANAGEMENT LLC

1450 28th Street Boulder Colorado 80303

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

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

RESIDENTIAL LEASE

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

<<Tenants (Financially Responsible)>>

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

Only the above named Tenant(s) to the Lease may occupy the leased Premises without written consent from Landlord/Agent.

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

<<Unit Address>><<Bed Name>>

To have and to hold the same with all the appurtenances unto the said Tenant(s) from **12:00pm (NOON)** on

<<Lease Start Date>> to

12:00pm (NOON) on

<<Lease End Date>>

Only one check or money order per dwelling unit will be accepted. **(unless payment is made through online portal)** Payments are due on or before the day the Lease begins and must be paid prior to Tenant gaining access to subject property. **No cash will be accepted. Debit cards, credit cards and bank transfer may be used through tenant payment portal only. Each individual Tenant and Guarantor must provide a separate unique e-mail; there cannot be any "sharing" or joint use of portals and/or e-mail's.**

Rent:

Fixed Term

- The total rent due for the term \$Total term amount
- The total rent due for the term shall be paid in 12 consecutive full monthly payments. Each installment shall be referred to as ("monthly rent").
- The Monthly Rent plus the Flat rate utility (if applicable) payment for this unit is <<Monthly Charges>>
- First payment of the 12 consecutive full monthly payments, plus flat rate utility is due on the 1st of the month of the Lease start date.
- Payments are due on the 1st of each Month and payment must be done through the Tenant Portal or received in our office by 5:00pm on the 1st Calendar day and will not accrue late fees until after the 7th Calendar day of each Month. (Late fee policy is Subject to Change)
- Please make payable to:

<<Appliances Included>>

payable at: 1450 28th Street Boulder Colorado 80303

1.2 SECURITY AND OTHER DEPOSITS

SECURITY DEPOSIT PAYMENT AGREEMENT

Security Deposit payments are to be paid via the Tenant Portal, Money Order or Certified Check (NO CASH or Personal Checks Please).

Security Deposit Amount:

<<Security Deposit Charges>> Definition of Security Deposit

<<Total Additional Deposits>> Def of additional deposits

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

1. If I do not clean the Premises fully, including, but not limited to a thorough deep cleaning and sanitizing of the Premises including common areas, kitchen, stove (under and behind), refrigerator (under and behind, including defrosting, cabinets, bathrooms, bedrooms, vacuuming of carpet, wood floors, baseboards, light fixtures, windows, window ledges and blinds, etc., and the yard, decks, or parking area. The stoves should be cleaned inside and out; including the oven, broiler, burners, any racks, under the stove top and DRIP PANS (if applicable) MUST BE REPLACED or cost of replacement may be billed back to Tenant(s) at Landlord's discretion. DO NOT LEAVE REFRIGERATOR UNPLUGGED this may result in an offensive odor that will remain; resulting in a replacement at Tenant's cost. DO NOT START THE OVEN SELF CLEANING FUNCTION ON DAY OF MOVEOUT this will cause a delay in inspection and undue heat in the unit resulting in a \$120 charge. DO NOT TURN OFF ELECTRICITY TO UNIT/PREMISES THIS WILL RESULT IN A \$500.00 CHARGE AND TENANT WILL BE RESPONSIBLE FOR ANY DAMAGES INCURRED AS A RESULT OF NO POWER TO THE UNIT/PREMISES. All Tenant(s) belongings are to be removed. If Tenant(s) cleans on their own, Landlord reserves the right to re-clean, if necessary, with the contractor of Landlord's choice at Tenant(s) expense. Please request Cleaning Tips from Landlord if they're not in your move in packet in your Tenant portal. **Upon move out, Landlord will deep clean the unit/apartment at Tenants expense, if deemed necessary by Landlord in its reasonable discretion. Cleaning charges will be billed back to Tenant(s).**
2. If the Tenant(s) create any damage, other than normal wear and tear. Colorado Division of Real Estate defines "Normal Wear and Tear" as "That deterioration which occurs based upon the use of for which the rental unit is intended without negligence, carelessness, accident, or abuse of the Premises or equipment or chattels by the Tenant(s) or member of his household, or their invitees or guests."
3. Any garbage or leaves that are left behind that the Landlord must have hauled away, or any additional trash pick-ups made by trash removal company. Properties in the City of Boulder require a "Six-Day Review" of trash pickup during May and August. Tenant(s) are responsible for the cost of "Six-Day Review" in designated residential areas as per City of Boulder Trash Ordinance.
4. Replacement of garage door openers, parking permits, stickers, or tags, a charge of \$50.00 liquidated damages, for administrative charges, plus actual costs of replacing said items will be imposed for failure to return each such item to Landlord. Replacement of fobs, pool keys, storage keys, common area keys, mail keys, or other keys, a minimum charge of \$75.00 will be imposed for failure to return each such item to Landlord.
5. Should Tenant(s) remove furnishings from the unit, the Landlord may deduct the amount needed to replace those items from my deposit. Any personal items left on the Premises after the expiration of the Lease will be considered abandoned and will be discarded at the Tenant(s) expense. Please do not place any unwanted furniture near the street at move-out; this will result in costly extra charges and possible fines from the City.
6. If Tenant(s) vacate the Premises prior to the termination of the Lease with or without notice, upon landlords discretion security deposit could be used for rents and costs for the period of time that it takes to replace Tenant(s). Tenant shall be liable for the rent until the expiration of the Lease, unless satisfactory releasing has occurred.
7. Tenant(s) agree that if the Damage and Clean-Up Deposit is not enough to cover the amount of damages to the Premises, Tenant(s) will immediately pay to Landlord the deficiency. Landlord does not schedule meetings with Tenant(s) for move out inspections.

1.3 RULES AND REGULATIONS

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

To pay the rent for the Premises above-described.

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

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

3. To sublet no part of the Premises and not to assign the Lease or any interest therein. **TENANT(S) MAY NOT RENT ROOMS OR THE ENTIRE UNIT THROUGH SHORT TERM RENTAL SERVICES** such as Airbnb or any type services. Short term is a violation of the Lease change provision and includes but is not limited to; rent by month, week, days or day.

4. To use the Premises only as a residence for Tenant(s) and to use the Premises for no purposes prohibited by the laws of the United States or the State of Colorado, or of the ordinances of the City or Town in which said Premises are located, and for no improper or questionable purposes, whatsoever, and to occupy the same only as a private residence. **No other person shall be entitled to move into the Premises without prior written consent of Landlord, which consent may be withheld in the sole discretion of the Landlord and which, as a condition of being granted, will require the submission of an application and the consent to a background check.** A person shall be considered to be occupying the Rental Property if the person reasonably appears to be using the Rental Property as a place to live. Indications of occupancy shall include, but not be limited to: anyone who stays beyond 10 days, coming and going to the Rental Property with the use of a key, providing any third-party (including the police) with the address of the Rental Property as that person's residential address, receiving mail at the Rental Property, keeping clothes or personal effects at the Rental Property, commonly being present in the Rental Property, or commonly parking the person's vehicle for extended periods of time or overnight. A person may establish unauthorized occupancy of the Rental property, and thereby create a violation of this Lease, even if that person owns or leases other residential property. A guest may stay without written consent from the Landlord for a period not exceeding 10 days. **THERE SHALL BE A \$100.00 PER DAY CHARGE ASSESSED AGAINST TENANT(S) IF ANYONE NOT ON THIS LEASE MOVES INTO PREMISES AND MAY RESULT IN EVICTION IF LANDLORD SO DESIRES.** Tenant(s) further acknowledges that Landlord may conduct routine inspections of the Leased Premises to assure compliance with these occupancy limitations.

5. To neither hold nor attempt to hold the Landlord liable for any injury or damage occasioned by defective wiring or by the breaking or stopping of the plumbing or sewage upon the Premises, whether the breaking or stoppage results from freezing or otherwise; to in no instance hold the owner responsible for damage to any of the Tenant(s) personal belongings. **IT IS SPECIFICALLY UNDERSTOOD THAT THE OWNER DOES NOT CARRY INSURANCE FOR THE PERSONAL PROPERTY OF THE TENANT(S) AND TENANT(S) IS REQUIRED TO OBTAIN PROPERTY LIABILITY RENTERS INSURANCE OF AT LEAST \$100,000.00 WITH A COMPANY OF TENANTS CHOOSING AT TENANT'S EXPENSE AND TO ADD SUNNYSIDE PROPERTY MANAGEMENT AS AND ADDITIONAL INSURED TO THE RENTERS INSURANCE POLICY. PROOF OF RENTERS INSURANCE POLICY MUST BE PROVIDED TO SUNNYSIDE PROPERTY MANAGEMENT PRIOR TO LEASE START DATE.** Sunnyside Property Management is in no way affiliated nor has any business relationship with the renters insurance offered through Sunnyside Property Managements cloud-based business software provider (Appfolio). Landlord reserves the right to file a claim under tenant(s) homeowners/renters insurance policy for any damages or loss caused by tenant(s). Landlord does not warrant, represent or guarantee the safety of Tenant(s), Occupants or Guest's personal property. Tenant(s) hereby releases Landlord from any and all claims for damage or loss to Tenant(s) personal property and shall indemnify and hold Landlord harmless, including Landlord's attorney fees and costs, from any claims associated with Tenant(s) personal property regardless of by whom such claims are brought, including Tenant(s) insurer. Landlord advises Tenant(s) to obtain insurance for losses due to theft, fire, smoke, water damage, and the like. Landlord's insurance policies provide no coverage for Tenant(s) property, including Tenant(s) automobile. Tenant(s) shall immediately notify Landlord in writing of any personal injury, property damage, or any other claims that are related in any way to the parties to this Agreement, the Premises, or any of its contents or surroundings. Written notice regarding this Lease must be sent through the United States Postal Service, e-mailed to urgent@sunnysiderental.com or physically delivered to Sunnyside Property Management, 1450 28th Street Boulder Colorado 80303. **Written notice through e-mail will only be accepted at urgent@sunnysiderental.com this e-mail is closely monitored for urgent issues or breaches, including but not limited to security deposit disputes, warranty of habitability, residence is uninhabitable, residence is in a condition that materially interferes with Tenant's life, health or safety or Tenant reasonably suspects Cimex lectularius (Bed Bugs).** Any other e-mail and/or Tenant Portal will NOT be accepted as "written notice".

Regular maintenance issues shall be requested through on-line Tenant Portal maintenance request or call our office at 303 442 7773. **For after hours EMERGENCIES THAT CANNOT WAIT UNTIL OFFICE HOURS.** call our office at 303 442 7773. When calling 303-442-7773 after hours, the system will prompt you on how to leave an emergency message. **Any contracted work that has not been authorized by Sunnyside Property Management will not be eligible for reimbursement.**

6. To permit no room in said house to be used for cooking or light housekeeping purposes, except the kitchen, **nor to make any alterations or change in, upon or about the said Premises** including but not limited to, **painting, adding or changing door locks**, adding walls or doors, or altering landscaping, without first obtaining the written consent of the Landlord. Landlord may restore property to original condition at Tenant(s) expense anytime during or after Lease term. **Tenant(s) agrees that any alteration to the property without Landlord's written consent will be considered damage.** Tenant(s) also agrees to allow Landlord to remodel Premises throughout the term of the Lease.

7. **Tenant(s) agree that Landlord is NOT required to give Tenant(s) 24 hour notice prior to entering leased Premises.** Tenant(s) agree to allow Landlord or Landlord's agent to inspect Premises at any reasonable hour and with reasonable notice for general management purposes including but not limited to: general condition of the property, cleanliness or damage, responding to Tenant(s) request for repairs; estimating repair or refurbishing costs; pest control; preventative maintenance; filter changes; testing or replacing smoke-detector batteries, retrieving tools or security devices; removing or re-keying unauthorized locks; stopping excessive noise or other disturbances; removing health or safety hazards (including hazardous materials) and items prohibited under Landlord's rules; retrieving property owned or leased by former Tenant(s); inspections; entry by a law enforcement officer with or without a search or arrest warrant or in hot pursuit; showing the Rental Property to prospective Tenant(s); or showing the Rental Property to government inspectors, fire marshals, lenders, appraisers, prospective buyers, Realtors, or insurance agents. To allow entrance at any time for urgent maintenance issues. If Tenant(s) has made a maintenance request from Landlord, the sub-contractor may or may not contact Tenant(s) before entering unit. Any request by Tenant(s) for maintenance

constitutes Tenant(s) permission for Landlord or its agents to enter the Premises without further notification. Landlord has the right to retain control of residence. In case of emergency, Landlord will not provide any notice and can enter at any hour of the day or night.

8. Tenant(s) agree that Landlord is authorized to obtain photographs, videos, and other documentation of the Leased Premises during any visit hereunder. Tenant(s) agree to hold Landlord harmless from any claims arising from the use, public display, or sharing of these images by Landlord for the purpose of marketing, advertising, or other uses.

9. Tenant(s) acknowledges that if Landlord's inspection determines that cleaning is needed, Tenant(s) agrees to pay all cleaning costs throughout the Lease term.

10. Landlord is not responsible for any internal disputes between roommates.

11. Sunnyside Property Management is the property owner's agent and representative and the Tenant's landlord and any attempt to communicate with the actual owner may result in a lease violation and possible eviction

12. Sunnyside Property management reserves the right to charge an administrative fee of \$120 per hour for any issues with Tenant's and/or Properties outside the general scope of work pertaining to leasing and managing properties.

1.4 UTILITIES AND AGREEMENTS

Tenant(s) agrees to pay charges for

UTILITIES:

<<Additional Lease Information>>

Utility Definitions:

- **Tenant(s) name** (Tenant(s) to set up account with actual utility provider)
- **Common** (shared areas of the Premises)
- **Grounds care** (mowing, weed control, clean up of debris and trash, minor yard clean-up and **snow removal**)
- **Minor yard clean-up** (a weekly walk-through will occur and will be charged regardless of any actual clean-up)
- **Tenant(s) agree to pay for subcontracted grounds care and/or minor yard clean-up charges where included in the monthly flat rate in the UTILITIES section of Utilities and Agreements above.**
- **Tenant(s) that DO NOT have Grounds care included in the monthly flat rate and/or no flat rate in the UTILITIES section of Utilities and Agreements above will refer to #4 and #5 of this section for grounds care requirements.**

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

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

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

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

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

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

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

2. If, after the expiration of this Lease, Tenant(s) shall remain in possession of the Premises with the permission of the Landlord, tenant(s) shall continue to pay rent without a written agreement as to such possession, and then, with the written permission of Landlord, such Tenant(s) shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's rent paid under this Lease, and subject to all the terms and conditions of this Lease. Either party may then terminate the Lease upon thirty (30) day's written notice terminating the month-to-month tenancy. The thirty (30) day's written notice must be in advance of the first (1st) day of the month for which the terminating party wants to be the last month, and this would constitute the actual thirty (30) day's notice. Failure to do so will obligate both parties to another month's tenancy.

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

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

5. **The Security Deposit shall be returned to the Tenant(s), within 60 days after Lease end date with written accounting made therefore, listing the reasons for the retention of any portion of the Security Deposit.** Tenant(s) has been notified that if Tenant(s) does not vacate the Premises and return any and all keys, openers, fobs etc... to office of Landlord by termination date and time of Lease end date, Tenant(s) shall be charged **\$500.00 per day liquidated damages**, for additional managerial duties, unless written agreement for another termination date has been signed by the Landlord and Tenant(s). **It is the responsibility of the Tenant(s) to provide the Landlord with a forwarding address in writing on the MOVE OUT KEY FORM in person and at our office on or before the end of Lease term.** Should the Landlord not receive a forwarding address, the deposit refund statement will be mailed to the last known address of the Tenant(s). The portion of the Security Deposit due to Tenant(s) will be refunded in one check, made payable to all persons signing the Lease. **If Tenant(s) would like the refund to be split up equally, a request must be submitted in writing before the last day of the Lease** noting all Tenant(s) signatures. **If no request is made by this time, then the Security Deposit refund will be mailed to one lessee of Landlord's choice. A split check charge of \$50.00 per check will be incurred for splitting the Security Deposit Return. Tenant(s) shall be charged for the Certified Mailing of the Security Deposit Return. Tenant(s) agree that any questions, concerns, disputes or inquiries related to Security deposits returns MUST be in writing.**

Security deposit disputes will NOT be discussed on the phone; we heed these with great importance and we will need time to thoroughly research any disputed charge that has been submitted in writing by the Tenant.

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

7. In the event of any legal action concerning this Lease which results in a judgment, the losing party shall pay to the prevailing party reasonable attorneys' fees and court costs to be fixed by the court. Landlord and Tenant agree that any action or proceeding arising out of or in any way connected with this Lease, regardless of whether such claim is based on contract, tort, or other legal theory shall be heard by a court sitting without a jury, and thus Tenant hereby waives all rights to a trial by jury.

8. Landlord has the right to use the security deposit for any unpaid charges during the term of the Lease at the Landlord's discretion. Tenant(s) must restore security deposit to original amount upon demand or Tenant(s) will be considered in violation of the Lease. After thirty days, Tenant(s) will be charged interest at a rate of 3.0% per month for any unpaid charges.

9. Tenant agrees any funds reversed due to unwarranted claims of fraud will constitute a material violation of the Lease agreement and the Tenant will be charged \$200.00 per occurrence and possible eviction.

1.5 USE, CHARGES, RULES AND REGULATIONS

1. **Written Notice Definition:** Written notice or any communication regarding this Lease must be sent through the United States Postal Service, e-mailed to urgent@sunnysiderental.com or delivered to Sunnyside Property Management, 1450 28th Street Boulder Colorado 80303. Written notice through e-mail will only be accepted at urgent@sunnysiderental.com this e-mail is closely monitored for urgent issues or breach, including but not limited to security deposit disputes, warranty of habitability, residence is uninhabitable, residence is in a condition that materially interferes with Tenant's life, health or safety or Tenant reasonably suspects Cimex lectularius (Bed Bugs). Any other e-mail and/or Tenant Portal will NOT be accepted as "written notice".

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

3. If any Errors (clerical, typographical etc..) are made in this Lease or it's Addendums by Landlord or Landlords agent(s), Landlord has the right to make correction after lease is signed and within 90 days of Lease start date in writing to Tenant(s).

4. Tenant(s) agrees to pay for lock or code changes to the Premises at the Lease end and Landlord will deduct this charge from Tenant(s) security deposit as billed per lock. Tenant(s) also acknowledges that there will be a minimum charge of \$75.00 for a Tenant(s) lockout, if lockout occurs after hours or on the weekend Tenant will be responsible for charges as billed by after hours provider. Tenant(s) is not allowed to install their own exterior or interior locks on the Premises and Landlord does not have to give prior notice to Tenant(s) to have them removed. Any expenses incurred because of an unauthorized lock change including adding locks to interior bedroom or other interior doors will be charged back to the Tenant(s). A lock constitutes any device what will allow a door to be secured and/or opened as intended, and does not necessitate a keyed deadbolt. "Keys" may refer to codes, fobs, or alternative means of access to physical keys.

5. Upon inspection and if Landlord deems necessary: **TENANT(S) AGREES TO PAY FOR PROFESSIONAL STEAM CLEANING OF CARPETING BY A CONTRACTOR SELECTED BY LANDLORD IN THEIR UNIT AND ANY SHARED COMMON AREAS AT LEASE END.** Landlord will arrange for this service to be done after Lease end and will deduct this charge from the Tenant(s) security deposit. **STEAM CLEANING YOUR OWN CARPET IS NOT PERMITTED AT LEASE END.** As Tenant(s), I agree to keep carpet clean during the term of this Lease, as needed or directed by Landlord, at my own expense.

6. Applicable to Residents within Boulder city limits; Tenant agrees to pay for the City of Boulder Eviction Prevention and Rental Assistance Services (EPRAS) program compliance fee of **\$80.71 per year for each dwelling unit;** to be paid at lease signing.

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

EACH PERSON signing this Lease as Tenant(s) shall be jointly and severally liable for all of the obligations of Tenant(s). "Joint and Several" means that if more than one person has signed the Lease, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of this Lease.

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

1.6 CHECK-IN, RENT

CHECK IN PROCEDURE: Prior to moving into the unit, Tenant(s) must stop by the Sunnyside Property Management office at 1450 28th Street Boulder Colorado 80303 to pick up the keys to the rental unit and to pay rent, or any other payments, that may be due. No keys will be given out to any individual Tenant until **WHOLE UNIT** is paid in full regardless of individual leases. Utilities are to be placed in Tenant(s) name by beginning date of the Lease, excluding utilities billed by Landlord. In some cases, there could be an administrative charge if Sunnyside Property Management has to pay Tenant(s) bill and charge your account. Please call Xcel Energy at 800-895-4999. When you move into the rental unit, Tenant(s) shall complete a Condition Report and return it to Sunnyside Property Management either by .PDF file format submitted to leasing@sunnysiderental.com, hard copy via mail or dropped off at our office within seven (7) days so that Tenant(s) will not be charged for any preexisting damages, Condition Report will not be accepted if sent to any other e-mail; **THIS IS THE TENANT'S RESPONSIBILITY AND FOR THE TENANT'S PROTECTION.** If Tenant(s) fail to turn in the Condition Report to Sunnyside Property Management, then Tenant(s) could be charged for damage that existed before moving

into the rental unit and everything will be considered to be in clean, safe, and good working condition. No packages are permitted to be delivered before move-in date; Landlord is not responsible for any packages delivered to unit. The Condition Report is not a work order. Please let the office know of any maintenance requests by reporting it in your portal or calling in a work order. **No work orders will be accepted via e-mail.** If Tenant(s) fails to turn in a Condition Report within 7 days, it will not be accepted and/or used as condition of unit upon Lease start.

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

RENT: Rent is due on the first of each month, if rent is not received by the seventh of each month; Tenant(s) shall incur and be charged a late payment of \$50.00 or 5% of the past due payment whichever is greater, per occurrence. This applies even if the first or seventh of the month falls on a weekend or holiday. (Late fee policy is Subject to Change). Only one (1) check per dwelling will be accepted, unless payment is made through online payment portal and should be made, mailed or delivered to: 1450 28th Street Boulder Colorado 80303. Resident's may access their monthly charges through their Tenant Portal and will not receive a monthly statement.

ABSOLUTELY NO WITHHOLDING OF RENT UNDER ANY CIRCUMSTANCES. After office hours, please place rent payments in an envelope and drop it through the mail slot located to the left of the front door. **Remember to include the rental address and unit number in the memo section of the check. Sunnyside Property Management will not accept payment in cash.** A \$50.00 charge shall be made on all checks returned for Non-Sufficient Funds or Stop Payments. In the event of a returned check, late fees will be charged from the seventh of the month. It is specifically understood that these charges are due with the rent payment and if not paid, may be deducted from the deposit held by the Landlord, which tenant(s) shall immediately reimburse Landlord. **The one-check payments will only be accepted from persons who have signed this Lease or their Parents/Guarantors.** If more than two Non-Sufficient Funds payments are received during the term of the Lease, future payments will be required to be in Certified Funds only. **Ten Day Demand Notices will be posted for delinquent rents and/or unpaid charges. Ten day notice is based on rent due on the 1st of each month.**

POSTING CHARGE: There will be a \$100.00 charge for posting a "Ten Day Notice to Pay Rent or Quit" or "Ten Day Notice to Pay Rent" or "Demand of Compliance" for any Lease violation. This shall not be construed as a termination of the Lease or a waiver of Lessor's right under this Lease or by law to evict Tenant(s) for non-payment of rent.

COLLECTIONS: By signing this agreement, Tenant(s) will be liable for all costs (including legal), charges, fees, commissions and disbursements incurred by Landlord in the attempt to recover **any unpaid account**, including but not limited to charges for any dishonored checks or credit card payments. If we deem it necessary to use a collection agency and/or attorney to collect money owed by Tenant(s), Tenant(s) agree to pay the collection costs, fees, and commissions that are assessed by the collection agency and/or attorney.

Tenant is responsible for cancelling the auto pay function on their portal upon move out; If Tenant neglects to cancel and unnecessary charges are paid to Sunnyside Property Management constituting a reimbursement requested by Tenant; Tenant will be charged a \$100.00 liquidated damages administrative charge per occurrence and if Tenant has a balance any overpayment(s) will be applied to any outstanding balance.

1.7 CONDITION CARE AND CONDUCT

CONDITION and CARE:

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

2. Tenant(s) is required to report any needed maintenance on the property. Any expense to repair damage resulting from Tenant(s) failure to report said needed maintenance shall be paid by Tenant(s). Tenant(s) shall promptly notify Landlord of: water leaks; electrical problems; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Tenant(s) shall report promptly to Landlord any malfunctions of any smoke alarm or fire extinguisher, if any. If smoke alarm or carbon monoxide detector starts chirping, Tenant(s) is responsible for replacing batteries. Tenant(s) are prohibited from disconnecting or disabling detectors. Tenant(s) agrees to check the smoke alarms and carbon monoxide detectors once a month and agrees to notify Landlord if they are not in working order after trying to replace the batteries.

3. Tenant(s) agree that in the event that one or more provided appliances at leased Premises ceases to operate, Tenant(s) shall promptly notify Landlord in writing or through Tenant Portal maintenance request. Landlord shall have the option to repair or replace the appliance at Landlord's sole discretion. Tenant(s) agree that Landlord shall under no circumstances be obligated to Tenant(s) for paying Tenant(s) expenses, such as laundry service, replacement of spoiled food, replacing Tenant(s) belongings that were damaged as a result of an appliance failure or leak. Landlord shall act with customary diligence to make repairs and re-connections. **Rent will not abate** while repairs are being made or while awaiting replacement or repair of appliances. Landlord reserves the right to replace or repair with not like fixtures/appliances depending on what is available/cost effective and does not guarantee a replacement will have the same features.

4. Tenant(s) shall clean thoroughly and often to prevent mold/mildew from accumulating on shower and tub and any caulked areas. **Any caulking including but not limited to shower, tub, sink, toilet or back splash that has mold/mildew at Lease end will be removed**

and replaced and the cost charged back to Tenant(s). Any damage from moisture causing mold/mildew to accumulate on walls and ceilings (especially in bathrooms) will be repaired by Landlord and charged back to Tenant(s).

5. If Tenant(s) fails to leave the heat at 62 degrees or above during the winter months and any pipe in the Premises freezes and breaks, the Tenant(s) agree to be financially liable for any and all damages. An independent thermostat with individual access and control is not guaranteed to be present in the unit.

6. If Tenant(s) incur any charges beside rent; including but not limited to: maintenance repairs, trash removal, yard waste/debris removal, cigarette butt cleanups, party messes, additional trash pick-ups made by trash removal company or yard work, they will have 14 days to pay for services rendered. Tenant(s) may be charged if trash haulers have to make a special trip due to parked vehicles blocking dumpsters.

7. Tenant(s) shall replace all inoperable light bulbs and fluorescent tubes on the Premises during the tenancy and at Lease end; this includes exterior light fixtures and bulbs controlled by Tenant(s). **All bulbs in a fixture must be matching and CFL and/or energy efficient.**

8. **THERE ARE NO BURNING CANDLES, FIRE PITS, OR AN OPEN FLAME OF ANY KIND ALLOWED ON THE PREMISES AT ANY TIME.** Any damage to the property due to burning candles or using any other open flame devices will be the sole responsibility of the Tenant(s).

9. Tenant(s) is responsible for and shall reimburse Landlord for costs associated with any drain or plumbing fixture which becomes obstructed or blocked during the occupancy due to Tenant(s) actions. Tenant(s) shall reimburse Landlord, upon demand, for all costs involved in clearing such blockage and/or repairing the plumbing fixtures as a result of such blockage. Do not use "Drano" or similar products. Tenant(s) agrees to maintain a toilet plunger at the Premises at all times. Toilets are not equipped to handle anything other than bodily waste and toilet paper; do not flush any other kind of debris down the toilet, including but not limited to **feminine products, paper towels**, wipes, condoms, rubbish, cleaning products or anything else labeled as "flushable". Do not put grease or coffee grounds down the drain. If your toilet is clogged and overflowing onto the floor, turn off the water at the base of the toilet to mitigate damages to floor or ceilings below.

10. Landlord reserves the right to permanently remove the garbage disposal, if deemed not repairable, during this Lease term.

11. Tenant(s) shall keep all portions of the Premises in clean and habitable condition; free from filth, rubbish and objectionable odors.

12. Do not use regular dish washing soap in dishwashers or laundry machines or cost of repairs and cleanup will be charged to Tenant(s).

13. Anything stored on the Premises outside of your residence may be disposed of without notice.

14. If rental property is part of an Owner's Association, Tenant(s) agrees to abide by all rules and regulations of the Association now in effect or those that may become effective in the future, as well as the restrictive covenants, if any.

15. Tenant(s) shall be responsible for removal of all hoses from exterior faucets after each use during freezing weather, in order to prevent water lines from freezing and subsequent damage to property. Any damage so caused shall be the financial responsibility of the Tenant(s).

16. Landlord may regulate the use of patios, balconies, porches, and yards; including the prohibition of the storage or use of furniture, barbeque grills and flammable substances. **DO NOT DISPOSE OF GREASE ONTO THE EXTERIOR OF THE PROPERTY INCLUDING LAWNS AND ROCK AREAS.**

17. Excessive noise, breaking of the rules or excessive or repeated damage to the leased Premises by a Tenant(s), a member of a Tenant(s) household, or a guest will be considered breach of this Lease and shall be grounds to evict Tenant(s)

18. Properties that have a well and/or septic: Septic do's • Spread laundry washing throughout the week and wash full loads • Dishwashers and washing machines should not be run at the same time • Use phosphate-free detergent • Conserve water • Keep groundwater runoff away from leachfield Septic don'ts • Don't use a garbage disposal Garbage disposals add solids and grease which can build-up quickly and clog or choke your drain field. • Don't flush anything except toilet paper into your septic system This includes diapers, cigarette butts, coffee grounds, sanitary napkins, tampons, condoms, grease, oils, unwanted medications or paper products other than toilet paper. Products labeled as "flushable" may not be suitable for an on-site sewage system. • Don't put household chemicals down the drain This includes chemicals such as paint products, drain and floor cleaners, motor oil, antifreeze, medications and pesticides. These chemicals may destroy bacteria in your system that are necessary to break down solids. • Don't park cars and trucks on your drain field or septic tank In addition, keep patios, carports, decks, storage sheds, sports courts, landscaping plastic, and grazing animals off the drain field and drain field reserve areas. This will prevent soils from being packed down and pipes from breaking. • Don't use septic tank additives These products may be harmful by adding extra solids to the system that can clog your drain field. The chemicals can also pollute ground and surface water.

19. Tenant understands the Landlord does NOT maintain window air conditioners. Window air conditioners left in window after move-out will be removed, discarded and window and screen will be repaired at Tenant's cost.

20. Environmental tests will only be accepted if work is performed by a reputable licensed and bonded specialist, all inspection charges will be the responsibility of resident if nothing is found and if inspection is initiated by claims by Tenant.

21. All charges for cleaning, trash including all additional trash charges, or damage to the common areas of the building or premises will be divided equally among all residents of the property.

22. Tenant acknowledges some properties including older buildings' electrical systems may not be capable of running certain electronics including but not limited to airconditioners, space heaters, hairdryers, multiple electronics plugged into same outlet etc... Landlord will not

replace or upgrade electrical systems as a result of these restrictions.

CONDUCT: Tenant(s) agree not to commit or permit any objectionable or disorderly conduct, noise or nuisance whatsoever around the Premises or in their unit. The Tenant(s) understands and agrees that in the first instance of disorderly conduct, noise or nuisance, a written warning will be issued to them by the Landlord and that any further conduct of this nature will be met with a Notice of Eviction, upon receipt of which the Tenant(s) agrees to vacate the Premises immediately. To the extent Tenant(s) Occupants or Guests are students at the University of Colorado, Landlord may notify the CU Office of Student Conduct of any behavior or Lease violation which may represent a violation of the CU Student Conduct Code. Landlord may fully cooperate with any CU Office of Student Conduct action for assessment of probation, community service, suspension or expulsion. If Landlord is required to attend any court proceedings due to Tenant(s) conduct, Tenant(s) will be charged at a rate of \$250/hour for preparation and court appearances. Tenant(s) and all Occupants or guests may not engage in the following activities: loud or obnoxious conduct, including unreasonable odors; disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the property, including unreasonably hostile communications with the Landlord or the Landlord's representatives, including unreasonably foul language; possessing, selling, or manufacturing illegal drugs or drug paraphernalia as **determined by federal law**; engaging in or threatening violence; possessing a weapon prohibited by Colorado Law; discharging a firearm in or on the property; displaying or possessing a gun, knife, or other weapon; acts prohibited by statute, ordinance or rules and regulations of any government entity or homeowner association; conduct which results in the issuance of a nuisance letter or notification of violation from any governmental agency; storing anything in closets having a gas appliance; tampering with utilities; bringing hazardous materials onto the property. Tenant(s) must notify management **immediately** of any violation received from Code Enforcement agencies.

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

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

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

PETS AND SERVICE ANIMALS: There shall be no animals kept on the Premises, including ANY caged animals. Aquariums of 20 gallons or less may be approved at Landlord's discretion. "Visiting animals" are also prohibited. Tenant(s) may NEVER keep animals for friends or family. There will be a charge of \$100.00 per day for any animal found on the Premises, per occurrence (unless Tenant(s) obtains written consent from Landlord). Tenant(s) hereby authorizes Landlord or his employees to remove any unauthorized pet from the Property to any impound facility without notice and without liability. Violation of the "No Pet" policy shall be considered a breach of this Lease. All required notarized paperwork for Reasonable Accommodation Requests for Service, Assistance, or Emotional Support Animals must be completed PRIOR to signing the Lease agreement and prior to bringing an animal onto the property or fines or possible eviction will apply at Landlord's discretion. In case of allergies, we cannot guarantee that any property has been totally "pet free".

RODENT OR PEST INFESTATION EXCLUDING BED BUGS (see section 5.1 landlord and tenant duties regarding bed bugs): Tenant(s) is responsible for initiating the treatment for any rodent or pest infestation. If attempts made by the Resident to rectify the problem do not succeed, Tenant(s) is responsible for contacting Landlord, who will then contact a pest control specialist. If the rodent or pest infestation is caused by the actions of the Tenant(s) including but not limited to the Tenant(s) cleanliness, lifestyle, or pets, the Tenant(s) will be charged in full for the costs of these services.

1. If Tenant(s) fails to report any pest infestation and/or problems with the Rental Property within seven (7) days of move-in, it shall be an acknowledgement by Tenant(s) that the Rental Property is acceptable, in good condition, and pest free.
2. To the extent the Rental Property has ever been infested by rodents and vermin, including, but not limited to, beetles, spiders, ants, roaches, bed bugs, mice, and rats (collectively "Pest"), Landlord believes that appropriate extermination response has been made to any infestation and that the Rental Property is not currently infested by Pests.
3. Tenant(s) is responsible for initiating the treatment for any rodent or pest infestation. If attempts made by the Resident to rectify the

problem do not succeed, Tenant(s) is responsible for contacting Landlord, who will then contact a pest control specialist. **If the rodent or pest infestation is caused by the actions of the Tenant(s) including but not limited to the Tenant(s) cleanliness, lifestyle, or pets, the Tenant(s) will be charged in full for the costs of these services.** Tenant(s) shall cooperate fully with and undertake all efforts and tasks required by Landlord or Landlord's pest control contractor employed to eradicate Pests. Tenant(s) full cooperation includes but is not limited to immediately reporting Pest infestation to the Landlord, making the Rental Property available for entry to complete Pest inspection and eradication treatment(s), completing all required pretreatment activities, evacuating the Rental Property during and after treatment for the required time frame, completing all required post-treatment activities, and immediately reporting ineffective treatment or re-infestations to the Landlord **in writing**. In the event the Landlord reasonably determines that any of Tenant's personal property is infested with any Pest, Landlord may require that such personal property be permanently removed from the Rental Property upon three day written demand and may require that such personal property be sealed prior to removal in order to keep Pest from spreading to common areas or other residences in the complex.

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

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

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

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

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

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

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

GRILLS and FIRE CODES: City fire codes prohibit, and Tenant(s) shall prevent the use of grills and other open flame cooking appliances on combustible balconies or within 10 feet of combustible construction such as wood balconies and wood product siding.

GRILLS and LOCAL FIRE CODES: Tenant(s) shall comply with all local fire codes, which includes no open burning or fire pits. **DO NOT USE POTTING SOIL TO EXTINGUISH SMOKING MATERIALS AS IT IS FLAMMABLE.**

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

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

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

2. Tenant(s) also hereby agrees to allow Landlord to obtain copies of their utility bills from the utility provider. Tenant(s) will complete any City and/or County Utility Release Forms and forms required by Xcel or any other energy provider for any energy related rebates. In

addition, any rebates obtained due to the energy conservation work that is paid for by the Landlord will be assigned to the Landlord by the Tenant(s).

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

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

1.9 EXTERIOR, SAFETY, LEGAL

EXTERIOR: No indoor or upholstered furniture will be allowed on the exterior of the Property, including but not limited to patios, porches, roofs, decks and lawns. This type of furniture is a fire hazard and if seen, Tenant(s) will be charged \$50.00 per occurrence plus posting charges. Landlord may remove and dispose of said furniture without prior notice at Tenant's expense.

DOORS/GATES: All Common area Doors, Entry's and Gates must remain closed at all times and must never be "propped" open; Tenant will incur a \$100 charge per occurrence and may constitute a lease violation and possible eviction.

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

SCREENS: If an existing screen and/or screen or storm door or window is broken or torn, it may be replaced at Landlord's discretion. A screen will not necessarily be installed if it was not there at time of move-in. A request may be made and its replacement will be at the discretion of the Landlord. City of Boulder and other governmental agencies do not require screens on windows. Screens for any other city or municipality will be followed according to each city's rental property code. Window screens, and coverings are not a safety device and are at the Landlord's discretion to repair, replace or remove should they become damaged.

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

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

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

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

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

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

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

JURY WAIVER: Landlord and Tenant(s) agree that any claim by one against the other, whether for possession of the Rental Property or for

monetary damages, shall be tried before a state court judge and not before a jury. Both Landlord and Tenant(s) hereby waive any and all right to trial by jury.

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

INDEMNITY: Tenant agrees to protect, indemnify and hold Landlord, Owner and their respective members, shareholders, directors, managers, agents, employees, contractors, and representatives (collectively, the "Indemnified Parties" and each, an "Indemnified Party") harmless from and against all losses, lawsuits, actions, judgments, claims, costs, charges, expenses, liability, and damages ("Claims") arising as a result of (i) any injury, death, or other loss to any person (including Tenant, Tenant's family, guests, invitees, and employees) within or around the Premises and any building of which the Premises is a part, (ii) any injury to or death of persons arising from or in any manner connected with the exercise of any right granted or conferred hereby, or from Tenant's use, maintenance, operation, and/or repair of the Premises, buildings, improvements, and equipment thereon, (iii) all liability, fines, penalties, losses, and damages associated with any violation of any regulation, law, or ordinance by any Tenant(s) or other person at the Premises, and (iv) any and all liability, fines, penalties, losses, and damages associated with any claimed violation of any regulation, law, or ordinance by the Landlord, during the Term, if such violation is in any way related to the behavior, residency, or presence of any person at the Premises, other than the Landlord, including, but not limited to, claims that the Landlord failed to reasonably screen or remove any Tenant or other person at the Premises. The obligation to indemnify and hold harmless shall be joint and several between all Tenant(s), shall inure to the benefit of any successor in interest or assignee of the Landlord, and shall include any cost and attorney fees of Landlord in defending such claims or enforcing this clause to the maximum extent allowed under applicable law. The occurrence of any Claims against Landlord or Owner requiring indemnity from Tenant under this section shall be deemed a default of this Lease by Tenant. Unless caused by the gross negligence or willful misconduct of an Indemnified Party, Landlord and Owner shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or pipe, in, above, upon or about the Premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door or otherwise, nor for damage arising from the negligent acts or omissions of any owners or occupants of adjacent or contiguous property.

1.10 RENEWAL, LEASE CHANGES

LEASE RENEWAL AND/OR TERMINATION: Tenant(s) understands and acknowledges that Sunnyside Property Management is not obligated to notify them that their Premises will be pre-leased at any time after the start of term. IF TENANT(S) HAS NOT SIGNED A LEASE RENEWING TENANT(S) RENTAL OF THE PREMISES FOR AN ADDITIONAL TERM, THIS LEASE SHALL AUTOMATICALLY TERMINATE AT NOON ON LEASE END DATE WITH NO FURTHER NOTICE FROM LANDLORD. Tenant(s) further acknowledges that Landlord is under no obligation to renew this Lease with Tenant(s) during Lease term. Tenant(s) further acknowledges Landlord is under no obligation to renew this Lease, and until renewal lease is fully executed, Landlord may lease unit to another party. Tenant(s) who have been verbally abusive to management staff or sub-contractors may not be offered a renewal. Tenant(s) must have a zero balance (\$0.00) on their account, no other default on Lease and pay an additional security deposit at time of Lease renewal. **Upon renewal security deposit will be increased to match the rental rate including matching any other deposit requirements and final month's rent. Any Tenant(s) that required a guarantor with current Lease term is also required to have a new guarantor agreement with renewal Lease. Sunnyside Property Management will send this document to the current guarantor from information provided at the time of original Lease; if this information has changed, it is the responsibility of Tenant(s) to provide Management Company with updated information. If Sunnyside Property Management does not receive this updated document within 30 days of signed renewal Lease, then Tenant(s) will be in default of renewed Lease agreement. Tenant(s) agrees to keep Premises in an especially clean and tidy condition, free of offensive odors for full showing privileges.** If premise is not clean for showings: Landlord may charge a \$100 liquidated damages charge per occurrence for "unit in unrentable condition" Landlord will have the right to have unit/premises cleaned by a professional cleaning company and charge the Tenant(s) for the expense; payment is due for this service upon request. Landlord may place a "FOR RENT" or "FOR SALE" sign in the window or on the property at any time during the Lease term. In showing your rental to prospective future Tenant(s) any derogatory statements and or actions by current residents and/or their guests will result in a \$250 liquidated damages charge. Tenant(s) could also be held liable for said unit not being re-leased due to these actions. Landlord may charge a \$100 liquidated damages charge per occurrence for any cause for a refused showing by current resident(s) or their guests including "work from home residents". Landlord may charge a \$100 liquidated damages charge per occurrence for any bedroom door that is locked during a rental showing. Please be aware if Tenant unsubscribes from our text messages "STOP" they may not receive notifications including but not limited to scheduled showings of their unit.

ROOMMATE CHANGE / ROOM CHANGE / ROOMMATE CHANGE AT RENEWAL / ROOMMATE CHANGE AND RETURN: Tenant(s) shall not assign this Lease, or create a roommate change of any portion of the Leased property, for any part or all of the term of this Lease without prior written consent of Landlord which is at the Landlord's sole discretion. Approval of new Tenant(s) is the sole discretion of Landlord, and Landlord may deny a new Tenant(s) for any reason without disclosing those reasons to current Tenant(s). There will be a \$500.00 roommate change charge each time a roommate change is approved. All Departing lessees must sign the "Roommate Change Agreement". If Tenant(s) fails to complete the Roommate Change Agreement and remains in the property, an administrative fee of \$100.00 shall be charged as liquidated damages and the balance of the Roommate Change Fee shall be returned to Tenant(s) as a credit to the account. **The full amount of original security deposit must stay with the property. The new and departing lessees must decide the appropriate amount of security deposit, if any, to change hands, without any involvement whatsoever from Sunnyside Property Management. Sunnyside Property Management will NOT do any type of inspection to aid in this process. Landlord may require all prior charges must be paid in full before new lessee takes possession.** New Lessee(s) agrees to accept the unit in an "AS IS" condition.

Sunnyside Property Management is not responsible for the cleaning, removal of unwanted belongings, etc. left by the Departing Lessee(s). Furthermore, if applicable, no furniture changes will be made for the New Lessee(s). The "ROOMMATE CHANGE" is not applicable to any Studio, 1 bedroom or "No Roommates property" where Landlord allowed a "couple" to reside; in the event that one Tenant(s) chooses to leave, the remaining Tenant(s) may remain as a sole lessee. **Departing Roommate will NOT receive a security deposit return and agrees that all monies paid for security deposit will remain with the property until leased unit is completely vacated by all original lessees and property is re-leased at which time security deposit will be refunded, less any charges to Lessees on the Lease at time of final Lease end. There will be a \$500 charge for a room change in properties that provide leased bedrooms, all language in this ROOMMATE CHANGE / ROOM CHANGE / ROOMMATE CHANGE AT RENEWAL / ROOMMATE CHANGE AND RETURN section may be applicable to the "room change", including but not limited to Fraternities/Sororities.**

EARLY TERMINATION:

1. **Landlord may permit Early Termination; however, it shall be Tenant(s) sole responsibility and expense to find a new Tenant(s) acceptable to Landlord.** Approval of new Tenant(s) is the sole discretion of Landlord, and Landlord may deny a new Tenant(s) for any reason without disclosing those reasons to current Tenant(s).
2. If Early Termination is permitted, Landlord may require a new Lease at a different monthly rental rate and for a different time period. If rent is less than original rent for term of said Lease Tenant(s) will make up the difference in advance.
3. **THERE SHALL BE A CHARGE OF ONE MONTH'S RENT, PAID IN ADVANCE BY TENANT(S) TO AGENT FOR SAID EARLY TERMINATION ADMINISTRATION COST.** It must be paid prior to any action to be taken by Sunnyside Property Management, related to the Early Termination process. **The Early Termination charge is neither a Lease Contract cancellation fee nor a Buyout fee, and does not release Tenant(s) from continued liability under said terms of this Lease, until an acceptable replacement has signed a Lease and paid Security Deposit in full.**
4. Tenant(s) must have a \$0 balance at the time of signing the Early Termination Agreement.
5. Tenant(s), who are early terminating, who received a rental promotion at move-in in exchange for full Lease term, must refund the full amount of the promotion, paid prior to Landlord executing a new Lease.
6. There shall be no furnishings or personal belongings left in unit under any circumstances.
7. Current Tenant(s) is responsible for rent and utilities until day prior to new Lease start date. Tenant(s) understands that there is a five business day period needed to prepare the property for the next Tenant(s) and that they will be responsible for the rent and utilities during this time period even though they have vacated the property.
8. No readiness will be made to unit until a new Lease is signed.
9. If Tenant(s) fails to complete the Early Termination Agreement and remains in the property, an administrative fee of 25% of the fee paid shall be charged as liquidated damages and the balance shall be returned to Tenant(s) as a credit to the account.
10. Based on Landlord's approval: If you are subsidizing a portion of the rent for the incoming Tenant the amount of the subsidy must be paid up front and in full prior to execution of a new lease agreement, in the event where the paid in full subsidy amount is not applied (used) said subsidy will be refunded with the security deposit return within 60 days.

1.11 DISCLOSURE, MARIJUANA, LEASE AGREEMENTS

DISCLOSURE OF INFORMATION: Landlord may disclose any and all information in Landlord's possession regarding Tenant(s) and all Occupants to any requesting law enforcement or other governmental agency, including the U.S. Census Bureau, local police or representatives of the University of Colorado. Landlord shall not be obligated to disclose any information to any third-party. At landlord's option, Landlord may disclose information regarding rental history if requested or authorized by Tenant(s) in writing.

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

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

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

In entering into the Lease and agreeing to the Rules and Regulations, the Tenant(s) relies solely upon the statements contained in the Lease and said Rules and Regulations and acknowledges that each document has been read fully and that he/she understands the same, and has received a copy/downloadable PDF in tenant portal upon completion. Only one paper copy of the Lease will be given by the management company per unit upon request.

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

Tenant(s) 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, death, divorce, loss of co-residents, bad health, problems with other tenants, for any reasons, unless otherwise provided in this lease agreement or mandated by law.

By applying to lease and/or leasing from Sunnyside property management you are giving express written consent for opt in texting-SMS

communications including all residents their guarantors and other occupants. Please be aware if you unsubscribe from our text messages you may NOT receive critical information pertaining to the property where you reside or will reside in the future, including but not limited to; important maintenance updates, sub-contractors and/or staff gaining access to your unit, emergency notifications and warnings, general information and scheduled SHOWINGS of your unit.

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

Please be advised, Tenant(s) may download a PDF of this Lease from Tenant Portal prior to Lease end after which time the Tenant(s) Portal will no longer be accessible by the Tenant(s).

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

1.12 NO SMOKING

THIS IS A NON-SMOKING BUILDING.

THERE WILL BE NO SMOKING OF ANY SUBSTANCE

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

THIS WILL BE STRICTLY ENFORCED.

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

1.13 MAINTENANCE AND EMERGENCIES

MAINTENANCE AND EMERGENCIES

Tenant(s) acknowledges that **Regular, Non-Emergency** Maintenance Work Orders may be submitted online through Tenant Portal maintenance request. **Non-Emergency** Maintenance issues will be addressed at soonest availability, which may not be immediate.

Tenant acknowledges that if they and/or any other occupant submit duplicate work orders they will be consolidated and possibly deleted, Tenant may be charged trip charges for duplicated requests. Only Tenant(s) living at the property may submit work orders.

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

Tenant(s) acknowledges that anything included but not limited to issues, concerns, updates etc... reported to our sub-contractors does not constitute communication with Sunnyside Property Management.

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

FOR EMERGENCIES DURING OFFICE HOURS AND

AFTER HOURS CALL 303-442-7773

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

X _____
Initial Here

2. Lead Based Paint

2.1 LEAD BASED PAINT

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

Lead-Based Paint Disclosure (Rentals)

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

<<Unit Address>>

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS

IF NOT MANAGED PROPERLY

Penalties for failure to comply with Federal Lead-Based Paint Disclosure laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 for each violation.

Disclosure for Target Housing Rentals and Leases

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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

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

(a) Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.

(b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):

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

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

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

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

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

Tenant(s) Acknowledgment

- (d) Tenant(s) has read the Lead Warning Statement above and understands its contents.
- (e) Tenant(s) has received copies of all information, including any records and reports listed by Landlord above.
- (f) Tenant(s) has received the pamphlet "Protect Your Family from Lead in Your Home." **see section 2.2**

Real Estate Licensee's Acknowledgment

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

Certification of Accuracy

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

2.2 TENANT(S) ACKNOWLEDGMENT OF RECEIPT OF LEAD BASED PAINT PAMPHLET RESIDING IN PROPERTIES BUILT BEFORE 1978

Tenant(s) has received the pamphlet "Protect Your Family from Lead in Your Home." **copy link below and paste into URL:**

<https://www.epa.gov/sites/production/files/2020-04/documents/lead-in-your-home-booklet-color-2020-508.pdf>

EPA.gov has assorted versions and languages to choose from.

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

X _____
Initial Here

3. Brokerage Disclosure to Tenant(s)

3.1 DEFINITIONS OF WORKING RELATIONSHIPS

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

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

BROKERAGE DISCLOSURE TO TENANT

DEFINITIONS OF WORKING RELATIONSHIPS

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

Landlord's Agent: A Landlord's agent works solely on behalf of the Landlord to promote the interests of the Landlord with the utmost good

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

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

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

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

RELATIONSHIP BETWEEN BROKER AND TENANT

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

<<Unit Address>>

or real estate which substantially meets the following requirements:

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

CHECK ONE BOX ONLY:

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

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

CHECK ONE BOX ONLY:

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

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

- ☐ **Show** a property

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

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

THIS IS NOT A CONTRACT.

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

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

TENANT ACKNOWLEDGMENT:

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

BROKER ACKNOWLEDGMENT:

On<<Lease Creation Date>>

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

Brokerage Firm's Name: Sunnyside Property Management

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

X _____
Initial Here

4. Mold

4.1 MOLD ADDENDUM

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

Tenant(s) Obligations Regarding Mold:

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

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

Tenant(s) shall periodically inspect all sinks, bathtubs, toilets, shower enclosures, refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, dehumidifiers and air conditioners and the connections, discharge lines and the areas surrounding each, to ascertain whether there are any water leaks or signs of water leaks.

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

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

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

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

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

In the event of visible accumulation of mold that is minor and found on surfaces that can accumulate moisture as part of their proper functioning and intended use, Tenant(s) shall immediately clean the accumulated and surrounding area with soap or detergent and allow the area to dry. Within 24 hours of the initial cleaning, Tenant(s) shall apply a spray on type biocide (such as Lysol disinfectant or Pine-Sol Disinfectant) in accordance with the product's instructions and labeling.

If mold/mildew is present on any caulking including but not limited to shower, tub, sink, toilet or back splash at move out, caulk will be scraped and replaced at Tenant(s) expense.

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

Owner's Agent Obligations Regarding Mold:

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

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

Mold tests will only be accepted if work is performed by a reputable licensed and bonded mold specialist, all mold inspection charges will be the responsibility of resident if no mold is found and if inspection is initiated by claims of mold by Tenant.

Remedies:

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

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

Colorado law requires a Tenant to provide complete written notice of the condition upon Owner's Agent before Owner's Agent may be held liable for any breach or obligation.

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

Warranties, Indemnifications and Releases:

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

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

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

X _____
Initial Here

5. Landlord and Tenant Duties Regarding Bed Bugs

5.1 DUTIES REGARDING BED BUGS IN RESIDENTIAL PREMISES

Tenant must promptly notify Landlord via written, electronic notice (specified email only) or Tenant portal maintenance request at Sunnyside Property Management **1450 28th Street Boulder Colorado 80303** or **urgent@sunnysiderental.com** when Tenant knows or reasonably suspects that Tenant's dwelling unit contains bed bugs. Tenant shall retain sufficient proof of delivery of notice.

Not more than 96 hours after receiving notice of presence or possible presence of bed bugs, Landlord shall:

- Inspect or obtain an inspection by a qualified inspector of the dwelling unit; and
- May enter the dwelling unit or any contiguous unit(s) for the purpose of conducting the inspection.

If the inspection of unit confirms the presence of bed bugs, the Landlord shall also cause to perform an inspection of all contiguous units as promptly as is reasonably practical.

Tenant shall comply with measures to permit inspection for, and the treatment of, the presence of bed bugs as determined by qualified inspector, the tenant is responsible for all costs associated with preparing the Tenant's unit for inspection and treatment.

A Tenant who fails to comply with the inspection and treatment of bed bugs will be liable for the cost of any bed bug treatments of Tenants unit and any contiguous units if need for such treatments arise from Tenants non-compliance.

Tenant shall not dispose of personal property that is determined or suspected to contain bed bugs in any common area's including but not limited to common trash, recycle and compost.

Upon delivery of notice from Tenant; The landlord, qualified inspector or Pest control agent will inspect the unit(s) as soon as possible, without further notice.

Landlord is not required to provide Tenant with alternative lodging or pay to replace any of the Tenants personal property.

"Contiguous" means a unit or units that are owned, managed, or leased by the same Landlord.

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

X _____
Initial Here

6. Sign and Accept

6.1 ACCEPTANCE OF LEASE

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

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed