

HOUSING RENTALS LLC

LEASE ADDENDUM

SECURITY DEPOSIT SCHEDULE:

NOTE: HOUSING RENTALS LLC WILL ACCEPT EITHER ONE CHECK FOR THE TOTAL SECURITY DEPOSIT DUE FROM ONE PERSON OR _____ INDIVIDUAL CHECKS FROM EACH TENANT DIVIDED EQUALLY.

TOTAL AMOUNT DUE _____ :

RECEIVED \$ _____ FROM _____ ON _____

RECEIVED \$ _____ FROM _____ ON _____

RECEIVED \$ _____ FROM _____ ON _____

RECEIVED \$ _____ FROM _____ ON _____

ADDITIONAL SECURITY DEPOSIT DELETIONS AND ADDITIONS

RECEIVED \$ _____ FROM _____ ON _____

RECEIVED \$ _____ FROM _____ ON _____

RECEIVED \$ _____ FROM _____ ON _____

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SCHEDULE OF LEASE PAYMENTS:

Unit: _____ Year: _____

	<u>Unit</u>	<u>Person</u>
		(Note a)
Number of Tenants:	4	
Monthly Unit Rent:	\$1,940.00	\$485.00
Monthly Unit Utilities:	\$100.00	\$25.00
Pro-rated Rent for August:	\$1,001.29	\$250.32
Pro-rated Utilities for August:	\$50.00	\$12.50
Pro-rated Rent for July (1-15th):	\$970.00	\$242.50
Pro-rated Utilities for August:	\$50.00	\$12.50

	Rent	Utilities (note b)	Last Month's Rent	Total Due
August (Pro-rated)	\$1,001.29	\$ 50.00	\$1,940.00	\$2,991.29
September	\$1,940.00	\$100.00	\$ -	\$2,040.00
October	\$1,940.00	\$100.00	\$ -	\$2,040.00
November	\$1,940.00	\$100.00	\$ -	\$2,040.00
December	\$1,940.00	\$100.00	\$ -	\$2,040.00
January	\$1,940.00	\$100.00	\$ -	\$2,040.00
February	\$1,940.00	\$100.00	\$ -	\$2,040.00
March	\$1,940.00	\$100.00		\$2,040.00
April	\$1,940.00	\$100.00		\$2,040.00
May	\$1,940.00	\$100.00		\$2,040.00
June	\$1,940.00	\$100.00		\$2,040.00
July (Pro-rated)	\$970.00	\$100.00		\$1,070.00
August	\$ -	\$50.00		\$50.00

Note a: Per person calculations are just for informational purposes since tenants may divide costs in a different manner.

Note b: UTILITY ESCROW: Tenants will make a monthly payment in addition to the rental fee of \$ _____ per person per month toward the utility escrow account, which will be used to pay water/sewer and trash/recycle for the above premises. If the escrow account goes into deficit, landlord may raise the amount to be paid with 30 days written notice. Utilities escrow does not include special charges for extra trash and it does not include rate increases from the utilities' companies. Landlord shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond the landlord's control.

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ADDITIONAL PROVISIONS:

1. OWNER RESERVES THE RIGHT TO SELL THE PROPERTY DURING THE TERM OF THE LEASE AND THE LESSEE AGREES TO ALLOW THE SHOWING OF THE PROPERTY IN ACCORDANCE WITH LEASE AGREEMENT.
2. THE PREMISES ARE LEASED "AS IS". THE OWNER WILL NOT UPDATE, REMODEL, OR IMPROVE THE PROPERTY.
3. BARHA LEASE CLAUSE 13 REVISED: CONDITION OF THE RENTAL PROPERTY AND ALTERATIONS. Tenant accepts the Rental Property, fixtures, and furniture as is. Otherwise, everything will be considered to be in clean, safe, and good working condition. Tenant shall maintain and prevent the Rental Property from violating any local building or housing code and shall indemnify and hold the Landlord harmless from any and all claims or demands of any third-party, including any governmental authority, based on an allegation that the Rental Property is in violation of a code or ordinance caused by Tenant, occupants or guests and Tenant shall immediately restore the Rental Property to a condition that complies with the code or ordinance if a violation caused by Tenant, occupants or guests is found. Tenant shall keep the Rental Property free from mold and shall immediately report the presence of mold or sources of moisture to Landlord.
4. BARHA LEASE CLAUSE 15 REVISED: REIMBURSEMENT FOR REPAIRS. Tenant shall promptly reimburse Landlord for all loss, damage, or cost of repairs or service in the Rental Property or to the exterior of the Rental Property caused by Tenant, occupants or guests; and except for damage caused by the Landlord, Acts of God, weather or climate or which is the result of ordinary wear and tear, including but not limited to any and all damages to windows, doors and screens. Tenant shall promptly reimburse Landlord for loss, damage, or cost of repairs or service caused anywhere in the community by Tenant or any guest's or Occupant's improper use or negligence. Landlord may require payment at any time, including advance payment of repairs for which Tenant is liable.
5. _____

I UNDERSTAND AND AGREE TO ALL PROVISIONS OF THIS LEASE ADDENDUM:

SIGNATURE

DATE TIME

HOUSING RENTALS LLC
RENTAL PROPERTY RULES

IN ACCORDANCE WITH COMMUNITY POLICIES OR RULES (SECTION 11) THE TENANT AGREES TO FOLLOW THE RENTAL PROPERTY RULES OUTLINED BELOW AS PART OF THIS LEASE. IF ANY OF THE AFOREMENTIONED RULES AND POLICIES APPEARS TO BE IN CONFLICT WITH ANY PROVISION OF THE MAIN LEASE AGREEMENT, THE LANDLORD RETAINS THE RIGHT TO CLARIFY AND AMEND WITHIN 3 DAYS OF WRITTEN NOTIFICATION.

- 1. HOUSING RENTALS LLC SHALL KEEP ALL PUBLIC SIDEWALKS CLEAR OF SNOW IN ACCORDANCE WITH CITY ORDINANCE. IN ADDITION HOUSING RENTALS LLC AGREES TO CLEAR THE FOLLOWING AREAS:**

_____ -

- 2. HOUSING RENTALS LLC SHALL KEEP ALL LAWNS MAINTAINED IN ACCORDANCE WITH CITY ORDINANCE.**
- 3. TENANTS AGREE THIS IS A NON- SMOKING UNIT. IF SMOKING IS EVIDENCED IN THE UNIT OR BURNS ARE EVIDENCED IN THE CARPET, LANDLORD MAY CHARGE FOR CARPET REPLACEMENT, WALL AND CEILING PAINTING AND UPHOLSTERY REPLACEMENT IN ORDER TO REMOVE SMOKING ODOR AND DAMAGE.**
- 4. TENANTS AGREE TO FOLLOW THE INSTRUCTIONS FOR CARE OF THE PROPERTY AND MOVE-OUT CHEK LIST.**
- 5. ONLY OUTDOOR FURNITURE ALLOWED IN YARD, PATIO OR PORCH AREAS. THIS PRECLUDES SOFAS AND OTHER UPHOLSTERED FURNITURE. TENANTS AGREE TO REMOVE SOFAS AND UPHOLSTERED FURNITURE UPON VERBAL OR WRITTEN REQUEST BY LANLORD. RESIDENTS AGREE TO PAY OWNER/AGENT \$35/ MAN HOUR FOR REMOVAL OF ITEMS STATED ABOVE PLUS HAULING AND DUMPING CHARGES.**
- 6. IN THE EVENT OF A SUB-LEASE, A FLAT FEE OF \$100 PER PERSON WILL BE ASSESSED TO COVER COSTS INCURRED BY OWNER/ AGENT. IN THE EVENT OF A LEASE REASSIGNMENT A FLAT FEE OF \$200 WILL BE ASSESSED. IN THE EVENT OF BREACH OF LEASE HOUSING RENTALS LLC WILL CHARGE A \$400 RE-RENTAL FEE TO ANY TENANT(S) TO COVER ADMINISTRATIVE COSTS. ALL SUB-LEASEES MUST BE REGISTERED COLLEGE STUDENTS AND CONSENT GIVEN BY REMAINING TENANT(S) IF APPLICABLE.**
- 7. IN REFERENCE TO PARAGRAPH 17 LANDLORD APPROVES THE FOLLOWING PET AND FEE:**

PET _____ FEE/DUE DATE _____

- 8. NO PETS ALLOWED POLICY: IF LANDLORD OR ANY AGENT WITNESSES PETS ON THE PREMISES THAT HAVE NOT BEEN AUTHORIZED, THE TENANT(S) MAY LOSE THEIR DEPOSIT FOR THE LEASED UNIT (ALL TENANTS**

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DEPOSITS) AT THE DISCRETION OF THE OWNER AS LIQUID DAMAGES FOR BREACH OF LEASE AGREEMENT.

- 9. ANY CARPETS MUST BE PROFESSIONALLY CLEANED UPON VACANCY AT THE RESIDENTS EXPENSE. HOUSING RENTALS LLC WILL CONTRACT FOR THE CLEANING AND THE FEES ESTIMATED AT _____ WILL BE ASSESSED AGAINST THE SECURITY DEPOSIT. THE FINAL ASSESSMENT MAY DIFFER FROM THIS AMOUNT.**
- 10. RESIDENTS AGREE TO PAY ANY CITATIONS ISSUED BY CITY OF BOULDER FOR TRASH OR NOISE VIOLATIONS. OWNER WILL PAY ANY CITATIONS ISSUED BY CITY OF BOULDER FOR SNOW AND WEEDS VIOLATIONS.**
- 11. RESIDENTS AGREE TO PAY OWNER/AGENT \$35/ MAN HOUR FOR CLEANING AND PAINTING OF RENTAL PREMISES UPON VACANCY TO BRING PREMISES TO SIMILAR CONDITION AS WHEN RESIDENTS INITIATED OCCUPANCY EXCLUDING NORMAL WEAR AND TEAR.**
- 12. OWNER SHALL BE RESPONSIBLE FOR PEST CONTROL FOR THE FIRST MONTH OF THE LEASE TERM. TENANTS SHALL BE RESPONSIBLE FOR PEST CONTROL THEREAFTER.**
- 13. OWNER SHALL BE RESPONSIBLE FOR STOVE AND FRIDGE REPAIR. RESIDENT SHALL BE RESPONSIBLE FOR GARBAGE DISPOSAL REPAIR.**
- 14. TENANTS SHALL BE RESPONSIBLE FOR REPLACING OR REPAIRING LIGHT BULBS, WINDOW DRESSINGS, WINDOWS AND WINDOW SCREENS.**
- 15. TENANTS AGREE TO USE BRAD NAILS, PUSH PINS OR THUMB TACKS TO HANG PICTURES, POSTERS AND TAPESTRIES. TENANTS ARE NOT ALLOWED TO DRIVE ANY SCREWS OR THEIR EQUIVALENT OR USE DOUBLE-SIDED FOAM TAPE ON WALLS, CEILINGS AND WOODWORK. HOLES IN WALLS ANY LARGER THAN A BRAD NAIL, PUSH PIN OR THUMB TACK WILL REPAIRED AT A COST OF \$35/HOUR PLUS MATERIALS.**
- 16. TENANTS AGREE NOT TO LEAVE BURNING CANDLES UNATTENDED. TENANTS ARE DISCOURAGED FROM EVER USING BURNING CANDLES, INCENSE, ETC.**
- 17. TENANTS AGREE NOT PLACE ANY ADDITIONAL LOCKS UPON ANY DOOR OF THE BUILDING, CHANGE ANY LOCKS OR TAKE OFF ANY DOORS WITHOUT WRITTEN PERMISSION OF THE LANDLORD.**
- 18. TENANTS AGREE NOT TO GO ONTO ANY ROOF EXCEPT FOR EMERGENCY PURPOSES.**
- 19. CLOGS. OWNER SHALL PAY FOR CLEARING OF DRAINS DUE TO NATURAL CAUSES SUCH AS TREE ROOTS OR BROKEN DRAIN PIPES. TENANTS SHALL PAY FOR CLEARING OF DRAINS DUE TO MAN MADE OBJECTS SUCH AS FOOD, HAIR, TOILET PAPER, FEMININE PRODUCTS, ETC...**
- 20. THIS LEASE IS BINDING UPON THE CLEARANCE OF FUNDS FOR THE FULL DEPOSIT.**
- 21. KEYS: TENANTS WILL RECEIVE ALL APPROPRIATE KEYS AT MOVE-IN TIME. TENANTS WILL BE RESPONSIBLE TO HIRE A PROFESSIONAL LOCKSMITH TO**

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OPEN ANY LOCKED DOORS FOR LOST KEYS, ETC. AT THE LANDLORDS' DISCRETION, THE KEY MIGHT BE PROVIDED FOR OPENING AT A CHARGE OF \$50.00. THE COST OF A REPLACEMENT KEY IS \$35.00

22. TENANTS AGREE THAT HOUSING RENTALS LLC WILL PROVIDE SCANNED COPIES THE SIGNED LEASE TO EACH TENANT. PAPER COPIES WILL COST \$10.00. EACH.

23. PROHIBITED ITEMS: RESIDENTS ARE NOT ALLOWED THE FOLLOWING ITEMS WITHOUT THE OWNERS PRIOR WRITTEN CONSENT.

- **KEGERATORS, OUTSIDE. REFRIGERATORS**
- **SWIMMING/ WADING POOLS, WATER SLIDES**
- **POOL TABLES, FOOSBALL TABLES, PING PONG TABLES, BEER PONG TABLES (FOLDING BANQUET-STYLE TABLES)**
- **AQUARIUMS LARGER THAN 20 GALLONS**
- **TRAMPOLINES**
- **OUTSIDE TIRES, KEGS, MATRESSES**
- **OUTSIDE FLAGS AND BANNERS OTHER THAN U.S. FLAG & CU FLAG**
- **ANY ITEMS ON ROOF AND NON-RAILED BALCONY AREAS SUCH AS CHAIRS AND CHAISE LOUNGES**
- **CHARCOAL GRILLS OR HIBACHI GRILLS, CHARCOAL, LIGHTER FLUID OR TIKI TORCHES**
- **DART BOARDS**
- **FIREWORKS**
- **AMPLIFIED MUSICAL INSTRUMENTS**
- **HORSESHOE PITS, WASHER PITS, VOLLEYBALL NETS**
- **CINDER BLOCKS**
- **WATERBEDS**
- **RESIDENTS ALLOW OWNER TO REMOVE AND DISPOSE OF PROHIBITED ITEMS THREE DAYS AFTER WRITTEN NOTICE VIA E-MAIL IS GIVEN BY OWNER. RESIDENTS AGREE TO PAY OWNER/AGENT \$35/ MAN HOUR FOR COSTS ASSOCIATED WITH THE REMOVAL OF THE ITEMS PLUS HAULINGS AND DISPOSING CHARGES ASSOCIATED.**

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**I UNDERSTAND AND AGREE TO ALL PROVISIONS OF THIS LEASE ADDENDUM FOR
PROPERTY RULES AND COMMUNITY POLICIES**

SIGNATURE

DATE

TIME

HOUSING RENTALS LLC
RENTAL UNIT DISCLOSURES

This is an Important Notice for Tenants. Please Read It Carefully.

Every person who rents or leases a dwelling unit within the City limits of Boulder, Colorado must be provided with information in accordance with the provisions of Boulder Revised Code, Section 12-2-4 (Ordinance 7158). This information is as follows:

OCCUPANCY LIMITS

1. The dwelling unit you will be renting or leasing at the address of _____, Boulder, Colorado may be occupied by no more than _____ unrelated persons.

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

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

4. Violations of the occupancy laws of the City of Boulder can result in criminal prosecutions and fines of up to \$2,000 for each day in violation.

INTEREST ON SECURITY DEPOSITS

Interest on security deposits will be paid at the yearly rate specified by the city of Boulder. The current rate is _____%.

NOISE ORDINANCES

The City of Boulder has several ordinances which regulate noise. Violations of any of these ordinances can result in criminal prosecution and a maximum fine of up to \$1,000 and 90 days in jail.

- 1. Disruption of Quiet Enjoyment of the Home, Section 5-3-8, B.R.C. 1981.** This focuses on individual who engage in loud behavior that disrupts a neighbor who is in his or her own home.

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

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

FIREWORKS ORDINANCE: Section 5-6-6, BRC. 1981: Except for police, military & certain other personnel described in Boulder’s Code, it is illegal for anyone to possess fireworks in any public or private place or to explode fireworks anywhere within the City without first having obtained a permit.

NUISANCE PARTY ORDINANCE

A nuisance party is a gathering at which one of a number of violations of Boulder’s Code provisions occurs. These include the unlawful consumption of alcohol, the unlawful provision of alcohol to minors, property damage, obstruction of traffic, or the generation of excessive noise. A nuisance party is also any party at which an open keg of beer is located in the front yard setback, on the front porch, or in an unscreened side yard, of a property. Any person convicted of holding a nuisance party can be criminally prosecuted and sentenced to a fine of up to \$1,000 and 90 days in jail.

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TRASH ORDINANCE

Trash Contract Required, Subsection 6-3-3(b), B.R.C. 1981. Every rental property is required to maintain a valid contract with a commercial trash hauler providing for the removal of accumulated trash on at least a weekly basis; this trash contract is the responsibility of _____. No overflowing trash receptacles are allowed; recycling bins/carts can be put out no more than 12 hours prior to pick up and empty receptacles must be brought in within 12 hours of pick-up. Violation of these ordinances can be subject to \$250 fine plus required Municipal Court appearance.

WEED & SNOW REMOVAL ORDINANCES

Growth or Accumulation of Weeds Prohibited, Section 6-2-3, B.R.C. 1981. It is a violation to allow weeds to grow to a height greater than twelve inches.

Duty to Keep Sidewalks Clear of Snow, Section 8-2-13, B.R.C. 1981. Occupants of residential units, along with property managers, are responsible to keep public sidewalks and walkways abutting their residential premises clear of snow. Snow removal is the responsibility of _____.

PARKING ON (OR BLOCKING) SIDEWALK

Parking on a Sidewalk Prohibited, Paragraph 7-6-13(a)(1), B.R.C. 1981. No vehicle may be stopped or parked on or within a sidewalk. This prohibits parking in a driveway in a way that blocks the sidewalk.

ACKNOWLEDGMENT: The undersigned Tenant(s) acknowledge that any violation of any federal, state or local regulation, law or ordinance, including, but not limited to those referenced in this Addendum, by persons at the leased premises can expose the Landlord to substantial penalty and loss and substantially endanger the property of the Landlord. Consequently, all Tenants hereby acknowledge that any violation of any federal, state or local regulation, law, or ordinance by any person at the premises shall constitute a Substantial Violation of the terms of the lease, as defined by C.R.S. 13-40-107.5 and entitle the Landlord to possession of the premises, following a three-day Notice to Quit. All Tenants shall abide by all federal, state and local regulations, laws and ordinances, including, but not limited to those referenced in this Addendum and shall cause any other person at the premises to do the same. Each Tenant hereby indemnifies and shall hold the Landlord harmless from any and all liability, fines, penalties, losses, and damages associated with any violation of any regulation, law, or ordinance by any Tenant or other person at the property, during the term of lease. Tenant also hereby indemnifies and shall hold the Landlord harmless from 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 of lease, 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 supervise, screen or remove any Tenant or other person at the premises. This obligation to indemnify and hold harmless shall be joint and several between all Tenants, 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 Addendum.

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

Tenant Date

Tenant Date

Tenant Date

Tenant Date

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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP46-5-04)

Lead-Based Paint Disclosure (Rentals)

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

Street Address City State Zip

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 (plus adjustment for inflation) for each violation.

**Disclosure for Target Housing Rentals and Leases
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

Lead Warning Statement

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

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

- (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 Landlord (check one box below):
- Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____

Tenant's Acknowledgment

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

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Real Estate Licensee's Acknowledgment

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

Certification of Accuracy

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

_____	_____	_____	_____
Landlord	Date/Time	Tenant	Date/Time
_____	_____	_____	_____
Tenant	Date/Time	Tenant	Date/Time
_____	_____	_____	_____
Tenant	Date/Time	Tenant	Date/Time

LP46-5-04 LEAD-BASED PAINT DISCLOSURE (RENTALS)