

Lead-Based Paint Disclosure (Rentals)

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

Street Address

City

State CO

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 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 for 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 know 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 any lead-based paint and/or lead-based paint hazards present 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."

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.

TENANT _____

DATE _____

TIME _____

Real Estate Licensee (Listing)

Date

Real Estate Licensee (Listing)

Date



RESIDENTIAL BOULDER MODEL LEASE (MODIFIED)

Lease Summary		
Premise Address: _____, CO Unit # _____	Earnest Money, Security Deposit: <u>\$0.00</u> Security Deposit Interest Rate: <u>%</u>	Lease Term Begin Date: <u>01/26/10 12:00 noon</u> Lease Term End Date: <u>01/26/10 12:00 noon</u> Lease Signing Date: <u>01/26/10</u>
Total Due Monthly: <u>\$0.00</u>	Monthly Rent: <u>\$0.00</u>	Monthly Utility Fund Payment: <u>\$0.00</u>
<p>Monthly Rent and Utility Fund is Payable to: Four Star Realty and Property Management Mail to: 1301 Pennsylvania Ave, Boulder CO 80302 (Office.) 303-449-0064 - (Fax.) 303-938-8829 - fourstaronthehill@gmail.com</p>		

Recommendation of Legal Counsel: Lessee(s) (herein after referred to as Resident(s)), acknowledges that this Lease has important legal and tax consequences. The Owner and Four Star Realty & Property Management, Inc., (herein after referred to as Agent), recommends that Resident(s) consult(s) with legal and tax counsel before signing.

Owner/Agent Relationship: In order to comply with Rule E-35 of the Colorado Real Estate Commission, we hereby disclose to Resident(s), that Four Star Realty & Property Management, Inc., is employed by the Owner(s) of the property being leased to Resident(s) via a binding Management Agreement. Said Management Agreement authorizes Four Star Realty & Property Management, Inc., to act as Agent for the Owner(s) with all and any specific management and fiduciary duties contained therein. Residents(s) acknowledge that Four Star Realty & Property Management, Inc. and its Agents are Agents of and for the Owner(s) and are **not** representing Residents(s) as an Agent for the Resident(s).

1) Parties

This Lease for the rental of residential property is between Four Star Realty & Property Management, Inc. (Agent) and _____ (Resident(s)). The Agent authorized to manage the leased Premises for the Owner and to enter into this Lease is: Four Star Realty & Property Management, Inc., 1938 Pearl Street, Suite 200, Boulder, CO 80302, phone (303) 440-8200. The resident manager is: _____.

2) Leased Premises

Owner/Agent hereby leases to Resident(s) the Premises described below:

 (Street Address) _____ (Unit No.) _____ (City) _____ Colorado _____ (Zip)
 The Premises shall also include: Refrigerator ___ Dishwasher ___ Stove ___ Microwave ___ Window coverings ___
 Washing machine ___ Clothes dryer ___ Air conditioning ___ Number of garage remote(s)if provided ___
 Furnishings: _____ Other _____.

*If Resident(s) is leasing the Premises "site unseen", Resident(s) acknowledges that Agent has advised Resident(s) of the inherent risks of such action and Resident(s) agrees to be bound by this Lease.

Read and Understand this page - Resident(s) _____

3) Term (SEE POLICY ADDENDUM) (CHECK EITHER PARAGRAPH A OR PARAGRAPH B)

~~A. Month to Month. The term of this Lease shall begin at 12:00 noon on _____ and end at 12:00 noon on the last day of the same calendar month. Following such initial period, the term of this Lease shall run month to month beginning _____ and shall be automatically renewed for additional periods of one month thereafter until terminated by either party giving 30 (thirty) days written notice prior to the end of the rental month. The rental month shall begin with the due date of the monthly rent.~~

B. Fixed Term. The term of this Lease shall be from 12:00 noon January 26, 2010 to 12:00 noon January 26, 2010. No notice to terminate at the end of such fixed Term is necessary unless otherwise agreed in writing. If Resident(s) retains possession of the Unit after expiration of the Term with the permission of Agent (hereinafter referred to as a "Holdover"), Resident(s) and Agent shall continue to be bound by the terms and conditions of this Lease on a month-to-month basis at a monthly rent rate of 200% of current monthly rent. If Resident(s) becomes a Holdover, either party may terminate this tenancy by giving 30 days written notice to the other to terminate this Lease.

Resident(s) understand and acknowledge that the Agent is not obligated to notify them that their Unit will be pre-leased beginning any time after the start of the Term. If the Resident(s) wish to re-new their Lease beyond the Term, they must notify the Agent prior to January 1st during the Term, or the Agent will begin showing the property in efforts to pre-lease the Unit for the period following expiration of the Term. In no case is Agent obligated to renew this Lease to Resident(s)

C.If the Term does not begin on the first day of the month, the 12 Month Payment Plan alleviates the need to prorate the first and last months rent due to Four Star Realty. Resident and Agent agree that the 12 payments are equal to Fixed Term time period described above in paragraph 4A with the payment terms described in paragraph 4B, below.

4) Rent (CHECK EITHER PARAGRAPH A OR PARAGRAPH B). (SEE POLICY ADDENDUM)

~~A. Month to Month. If this Lease term does not begin on the first day of the month, the first month's prorated rent is \$ _____ due on _____. The full monthly rental price for the term of this Lease is \$ _____ monthly, due on the 1st day of each month, beginning _____. The rental price of this Lease may not be changed without 30 days written notice prior to the end of the rental month.~~

B. Fixed Term.

- 1 The total rent due for the Term shall be \$ 0.00 _____.
- 1 The total rent due for the Term shall be paid in 12 monthly payments of \$ 0.00 _____ or as specified ("Rent"). Each such installment shall be referred to as ("Monthly Rent").
- 1 Total Monthly Rent, utility payments, and administrative fee is \$ 0.00 _____. Resident(s) agrees to pay this amount monthly.
- 1 First payment of 12 monthly payments (plus any outstanding balance) is due Four Star Realty on August, 01, 2010 and then monthly payments are due thereafter.
- 1 Last payment of 12 Monthly Payment Plan is due Four Star Realty on July 01, 2010.

C. Utilities & Services. (SEE POLICY ADDENDUM)

Resident shall pay Four Star Realty & Property Management, Inc. (Agent) for the following utilities or services, plus a monthly administrative fee of \$ 0.00 _____. Payments will be made in equal installments, which will be in addition to the rent, and which are based on the average utilities/services for the property in the previous year, plus any new increases. Upon termination of the lease term, Agent will reconcile the total amount that the Resident(s) have paid versus the total utilities and services billed during the term of this lease. A written copy of this reconciliation will be available to Residents upon request. Agent will return overpayments to the Residents. Residents agree to pay any shortfall, which will be considered additional rent and may be collected immediately by the Owner/Agent; or at Owner/Agent's option, such charges may be withheld from Resident's security deposit. If the actual Utility & Services costs are significantly in excess of the monthly billing to the Residents, Agent/Owner may increase the monthly billing amount, with written notice to Resident. Agent/ Owner does not guarantee that the Utilities & Services costs will match the estimated costs that are billed to the Resident.

____ Water/Sewer. The total water/sewer bill for the period of this lease is estimated to be \$ 0.00 _____ and the monthly billing will be \$ 0.00 _____.

____ Electric/Gas. The total electric/gas bill for the period of this lease is estimated to be \$ 0.00 _____ and the monthly billing will be \$ 0.00 _____.

____ Trash. The total trash bill for the period of this lease is estimated to be \$ 0.00 _____ and the monthly billing will be \$ 0.00 _____.

____ Other. The total other bill for the period of this lease is estimated to be \$ 0.00
and the monthly billing will be \$ 0.00.

____ Other. The total other bill for the period of this lease is estimated to be \$ 0.00
and the monthly billing will be \$ 0.00.

D. Rent payments shall be made to Four Star Realty & Property Management, Inc. at 1938 Pearl Street, Suite 200, Boulder, CO 80302. Resident(s) shall incur and be charged \$ **20.00** per day as a late fee for payment of rent received after 5:00 p.m. on the third day of the month. Such fee may be collected immediately by Owner/Agent; or at Owner/Agent's option, such fee may be withheld from Residents security deposit. The giving of such notice of intent shall not relieve Owner/Agent of any obligation pertaining to the security deposit set forth in section 6 of this Lease. Late fees may be waived if Owner/Agent agrees in writing. Resident(s) should request such waiver by notifying Owner/Agent on or before the rental due date and mutually arranging an alternative due date. A charge of up to \$50.00 may be imposed for any Resident's check returned to Owner/Agent because of insufficient funds, whether the check is for rent, security deposit, or other payment.

5) Notice

Unless otherwise specified in this Lease, all notice provided by this Lease shall be in writing and shall be delivered to the other party personally, or sent by first class mail postage prepaid, or securely and conspicuously, posted, as follows:
To Resident(s): at the Premises, or at Resident's last known address. Notice to one Resident shall be deemed to be notice to all Residents. To Owner/Agent: Four Star Realty & Property Management, Inc. at 1938 Pearl Street, Suite 200, Boulder, CO 80302.

6) Security Deposit (CHECK EITHER PARAGRAPH A OR PARAGRAPH B) (SEE POLICY ADDENDUM)

A. Resident(s) has paid Agent for the Owner, c/o Four Star Realty & Property Management, Inc. the sum of \$ _____ as a security deposit to secure the performance of this Lease.

~~____ **B.** By optional and mutual agreement between Owner/Agent and Resident(s), Resident(s) agrees to pay the Agent for the Owner, c/o Four Star Realty & Property Management, Inc. the security deposit, in the total amount of \$ _____, according to the following payment schedule: _____.~~

C. Any advance or deposit of money, whether termed last month's rent, damage deposit, or security deposit, constitutes a security deposit under this section.

D. Resident(s) may not use security deposit in place of rent without the written permission of Owner/Agent.

E. _____ Interest per annum from January 26, 2010 shall be paid on the amount of the deposit that Resident(s) is entitled to have returned.

F. It is the duty of Resident(s) to return the Premises, including but not limited to outside areas required to be maintained by Resident(s) under this Lease, to the same condition as at the commencement of this Lease, except for normal wear and tear.

G. Agent shall return the security deposit to Resident(s) within one month after termination of this Lease or surrender and acceptance of the premises whichever occurs last, unless a longer period of time for return of the deposit is specified here: 60 (sixty) days. If actual cause exists for retaining any portion of the security deposit, Owner/Agent shall provide Resident with a written statement listing the exact reasons for the retention of any portion of the security deposit. When the statement is delivered, it shall be accompanied by payment of the difference between any sum deposited and the amount retained. Owner/Agent is deemed to have complied with this paragraph G by mailing said statement and any payment required to the last known address of Resident. The failure of Owner/Agent to provide a written statement within the period of time stated above shall work a forfeiture of all of Owner/Agent's rights to withhold any portion of the security deposit.

H. Owner/Agent, at Owner/Agent's option, may use Resident's security deposit during the term of this Lease to fulfill Resident's obligations under this Lease. Nothing in this paragraph H shall relieve Owner/Agent of any obligation created by the state deposit law set forth in Colorado Revised Statutes 1973, section 38-12-101 et seq.

I. Information regarding the owner, who is holding the security deposit, their address, and instruction on how return of the deposit will be made, is available upon written request to Four Star Realty & Property Management, Inc.

Read and Understand this page - Resident(s) _____

J. It is the Resident(s) responsibility to provide an updated forwarding address, otherwise the Security Deposit (minus deductions) will be mailed to the address below:

RESIDENT(S) NAME	PERMANENT ADDRESS FOR DEPOSIT RETURN	PERMANENT PHONE #

7) Eviction/Holdover (SEE POLICY ADDENDUM)

A. Owner/Agent may evict Resident(s) from the Premises or undertake other legal action to regain possession of Premises for non-payment of rent or substantial breach of this Lease.

B. Resident(s) shall continue to be liable for rent and be bound by all other provisions of this Lease during the time Resident(s) remains in possession of the leased Premises even though Owner/Agent has chosen to seek eviction because of Resident's breach of this Lease.

C. If the Premises are abandoned or if Resident(s) is evicted, Resident(s) will remain liable for any loss of rent for the remainder of this Lease term. Owner/Agent will attempt to re-lease the Premises to minimize any loss.

D. If Resident(s) does not vacate the Premises at the end of this Lease term and another tenant is waiting to occupy the Premises, Owner/Agent after notifying Resident, may remove Resident's belongings, so long as there is no breach of the peace. Owner/Agent will exercise reasonable care in moving and storage of Resident's belongings.

E. Except as provided in Paragraph D, eviction procedures, including notice requirements, as set forth in Colorado Revised Statutes 1973, section 13-40-101 et seq. (court ordered evictions) shall be the sole remedy available to Owner/Agent to evict Residents.

8) Occupancy (SEE POLICY ADDENDUM)

No more than 1 persons may reside in the leased Premises. Resident(s) shall not allow guests to stay upon the Premises more than 14 (fourteen) days per month without written consent of Owner/Agent.

9) Use

Resident(s) shall use the Premises for residential purposes only unless otherwise agreed with Owner/Agent in writing. Resident(s) shall not engage in any illegal activities on the Premises.

10) Utilities

Resident(s) shall be responsible for paying for the following utilities or services connected with the Premises. Utilities checked under section 4(c) shall be checked here as well because the Resident(s) remain responsible for payment of these utilities through their utility fund.

(check those applicable): Water Sewer Electricity Gas Phone (if desired) Trash pick-up
Cable TV (if desired) Other: _____

Renter's Insurance: Recommended Required **(If Renter's Insurance is required, Resident(s) agree to obtain and maintain a Renter's Insurance policy with minimum liability coverage of \$300,000.00 and to provide Agent with evidence of coverage prior to taking occupancy. Resident(s) agree to notify Agent of any changes in policy or carriers during the term of this Lease.)**

Resident(s) agrees to arrange for utility hookups and billings the same day as move-in or prior to that date. Provision and the payment for utilities and services listed above but not checked shall be the responsibility of the Owner/Agent. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control. If Resident(s) moves out early and continues to pay rent, as obligated under this Lease, Resident(s) must leave all utilities hooked up in Resident's name(s) through this Lease term and make all payments to keep such service in effect.

Resident(s) agrees that if utilities are not placed into tenants name within three days of move in owner/agent will transfer the utilities for them at an administrative cost of \$50.00 per utility.

11) Privacy (SEE POLICY ADDENDUM)

Resident(s) shall permit Owner/Agent to enter the premises at reasonable times and upon reasonable notice or if a good faith attempt was made by Owner/Agent to contact Resident prior to entry for the purpose of making necessary or convenient repairs or reasonable inspections, or to show the Premises to prospective tenants, purchasers, or lenders. Entry must be made without prior notice only if Owner/Agent reasonably believes that an emergency exists, such as fire, broken water pipe, or that the Premises has been abandoned.

12) Assignment/Subleasing/Release (SEE POLICY ADDENDUM)

Resident(s) shall not assign this Lease, or sublet any portion of the leased Premises, for any part or the full term of this Lease without prior written consent of Owner/Agent. Owner/Agent agrees to release Resident(s) from this Lease if Resident(s) finds a replacement tenant(s), approved by Owner/Agent, who will sign a new lease for the remaining term of this Lease. Owner/Agent shall exercise good faith and reasonableness in approving replacement tenant(s).

13) Noise and Nuisance (SEE RENTAL UNIT DISCLOSURE)

Resident(s) agrees not to make any excessive noise or to create any nuisance such as will disturb the peace and quiet of neighbors.

14) Rules and Regulations (SEE POLICY ADDENDUM)

Resident(s) agrees to abide by all rules and regulations in effect at the time of signing this Lease (a copy of which is attached to and hereby-made part of this Lease) and to such amended rules or regulations, which Resident(s) agrees to in writing.

15) Check-in/Check-out Sheet

A check-in/check-out form will be provided to Resident(s) upon move in. Resident(s) agree to complete and sign this form within seven days of occupancy in order to help protect both parties. *(If check-in/check-out form is not returned to Agent, Resident(s) may be held responsible for pre-existing conditions.)*

16) Furnishings

If the Premises are furnished, a separate inventory of the furnishings, including their condition, may be attached to this Lease. Both parties should complete and sign this form within seven days of occupancy in order to help protect both parties.

17) Repairs and Maintenance

Rental property in the city of Boulder is required to have a rental license. In order to have a rental license; the property must be in compliance with the City of Boulder Housing code, which establishes minimum health, safety, and maintenance standards for housing in the City. If repairs are required in order for the Premises to be in compliance with the Boulder Housing Owner/Agent shall be responsible for making such repairs. Owner shall be responsible for payment of any costs of such repairs unless the negligence or willful acts of the other party to this lease necessitated the repairs. If Resident(s) believes repairs are necessary, Resident(s) should contact the Boulder Housing Inspection Division (303 441-3152) to request assistance. Resident(s) shall pay reasonable charges (other than for normal wear and tear) for the repair of damage to the Premises or common areas caused by the negligence or willful acts of Resident(s), members of Resident's household, or Resident's guests. Excessive damage to the Premises by Resident(s), members of Resident's household or Resident's guests shall be grounds for Owner/Agent to evict Resident(s).

18) Constructive Eviction

When conditions beyond the control of Resident(s) cause the Premises to become legally uninhabitable, and when Owner/Agent is responsible for remedying those conditions but does not do so within a reasonable time after notification by Resident, Resident(s) may vacate the Premises, terminate this Lease, and owe no future rent. It is recommended by Agent that Resident(s) consult legal counsel prior to exercising the remedy of constructive eviction.

19) Outside Maintenance (SEE POLICY ADDENDUM)

A. Resident shall be responsible for the routine care and maintenance of the yard and outside areas of Premises as follows:
Mowing lawn ____ Watering lawn, and trees ____ Removing weeds ____ Raking leaves ____

Removing snow from: Sidewalks and walkways ____ Driveways ____ Parking areas ____
All decks, porches, patios and stairs ____ .

The routine care and maintenance of items listed above but not checked shall be the responsibility of Owner/Agent.

B. Resident's obligation to perform any task set forth in Paragraph 19.A is subject to Owner/Agent supplying Resident with equipment appropriate to the task as follows: Lawn mower ____ Hoses and sprinklers ____ Rake ____ Snow shovel ____
Sprinkler system ____ Other: _____ .
Resident(s) shall be responsible for notifying Owner/Agent of any equipment malfunctions.

20) Alterations to Premises

Resident(s) agrees that before making alterations or repairs to the Premises including, but not limited to painting, adding or changing door locks, altering landscaping, etc., advance written consent of Owner/Agent will be obtained.

21) Pets (SEE POLICY ADDENDUM)

No pet shall be allowed without the prior written consent of Owner/Agent. _____.

22) Parking

Garage ____ Carport ____ Assigned ____ Unassigned ____ Street ____ Other: _____.

Vehicles with expired license tags, missing plates or vehicles which are determined by Agent to be inoperable, abandoned or improperly parked on the Premises will be towed at the vehicle owner's expense.

23) Insurance

Owner/Agent's insurance does not cover Resident's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Resident(s) desires to insure personal possessions or to insure against Resident's personal liability, renter's insurance must be obtained.

24) Attorneys' Fees

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.

25) Liability

Resident(s) will only be liable for the injury to any person or damage to any property caused by the negligence or willful acts of Resident(s). Owner/Agent will only be liable for the injury to any person or damage to any property caused by the negligence or willful acts of Owner/Agent (according to applicable law).

26) Subordination

This lease shall be subordinate to all existing and future mortgages and deeds of trust upon the property.

27) Waiver

Any waiver, by either party or any breach of any provision of this Lease shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this Lease.

28) Severability

The unenforceability of any provision or provisions of this Lease shall not affect the enforceability of any other provision(s).

29) Joint and Several Liability

If this lease is signed on behalf of Resident by more than one person, then the liability of the persons, so signing shall be joint and several. The language "joint and several" means that if more than one person has signed this 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, except where expressly otherwise agreed between Owner/Agent and Resident(s). For example, one person signing this Lease may be liable for any or all damages to the Premises, even if caused by another person signing this Lease; and one person signing this Lease is liable for the total amount of rent due, even though other persons have also signed this Lease.

30) All parties to this Lease agree that facsimile (fax) signatures shall be binding until originals can be obtained.

Execution of this Lease by Four Star Realty & Property Management, Inc., is contingent upon verification, approval and acceptance of applicant's rental and employment references and/or receipt of a signed lease guaranty from qualified party.

31) Lease Guaranty Agreement needs to be returned to Four Star Realty by January 26, 2010 to 12:00 noon , or lease may be voided at Four Star realty's discretion. Tenant will be charged 50% releasing fee per paragraph 12 of the lease. Tenant will forfeit all application fee(s), holding fee(s) and all security deposit for removing the property from the rental market. Tenant will be responsible for all rental payments until the property has been released and any costs associated with the re-renting of the property.

32) Signatures/Amendment of Lease

This Lease contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties.

By signing this Lease, Resident(s) acknowledges that AGENT has advised that this Lease has important legal and tax consequences and that AGENT has recommended Resident(s) consult with legal and tax counsel before signing this Lease.

Signed this _____ day of January 2010 AT _____

Agent, Four Star Realty & Property Management, Inc.

Resident(s)

Four Star Realty Policy Addendum to Boulder Model Lease

(This addendum is an integral part of the attached lease.)

Reference Paragraph #1: Resident(s) Agrees - If more than one Resident occupies property, Resident(s) agrees to pay rent with one check. Failure to comply with this policy will result in an additional charge of \$100 paid by the Resident(s) per occurrence.

Reference Paragraph #3: Term - Move in time is 12:00 p.m. on the date of lease commencement. If said premises are not ready for occupancy at the time above provided, or if by reason of the holdover of a previous occupant, possession is delayed, or as a result of any other cause or reason beyond the control of Agent the Resident(s) shall be unable to enter into and occupy the leased premises at the time above provided, the Agent shall not be liable in damages therefore, but during such periods of delay, the rental herein shall be abated. If Agent is not able to deliver possession of the lease premises to Resident(s) within ten (10) days of the date named for the commencement of said term, the Resident(s) may cancel and terminate this lease by giving written notice to Agent.

Reference Paragraph #3(b): Resident(s) understand and acknowledge that the Agent is not obligated to notify them that their property will be pre-leased beginning any time after the start of this fixed lease term. If the Resident(s) wish to renew their lease beyond the fixed term stated in this lease, they must notify the Agent prior to January 1st during the term of this lease, or the Agent will automatically being showing the property in efforts to pre-lease the property for the period following expiration of the term.

Reference Paragraph #4: Rent Payments - All charges in conjunction with unit including utilities, maintenance, etc. shall be deemed additional rent and shall be due and payable with the following month's rent. Following month's rent shall be the month succeeding notice of amounts due. Resident(s) shall incur and be charged late rent fees paid by the Resident(s) in the amount of \$20 per day, if rent is not received by 5:00 pm on the 3rd day of each month. Resident(s) agree to pay a 3-day posting fee in the amount of \$50 per occurrence, as set forth in paragraph 5 below, in addition to other amounts due.

Such fee may be collected immediately by Agent, or at Agent's option, such may be withheld from Resident's security deposit. Late fees may be waived only if Agent agrees in writing. Resident(s) can request such waiver by notifying Agent on or before the rental due date and mutually arranging an alternative payment date. Any check returned to Agent for insufficient funds will be subject to all applicable late fees from the due date of the rental payment.

Reference Paragraph #4(C): Utilities and Services - Resident agrees to pay any applicable transfer of service fees for Public Service at time of move-out or it will be deducted from the security deposit.

Reference Paragraph #5: Resident(s) agree to pay a \$50 paid by the Resident(s) to Agent in the event that Agent has to draft and post at premises a 3-Day Compliance or Demand of Possession letter any time the account balance of the Resident(s) exceeds \$50.00. Resident(s) further agrees to pay a \$50 paid by the Resident(s) to Agent in the event that a lease violation occurs on the part of the Resident(s) and Agent must post any kind of lease violation warning letter at the premises.

Reference Paragraph #6: Security Deposit - Owner/Agent at Owner/Agent's option, may use Resident's security deposit during the term of this Lease to fulfill Resident's obligations under this Lease including payment of rent and, performance of necessary repairs or maintenance to the Premises, furniture or furnishings which may become necessary due to the negligence of the Resident(s), members of Resident's household or Resident's guests. To the extent that all or any portion of the security deposit is depleted pursuant to this paragraph, Resident(s) shall replenish these funds up to the original amount of the security deposit within (10) ten days of their receipt of written notice from Owner/Agent of the amount of their obligations. Failure of Resident(s) to replenish the security deposit within ten days shall constitute a breach of this Lease and grounds for eviction. Resident(s) hereby acknowledge that the Agent is holding the security deposit.

Reference Paragraph #7(A): Resident(s) shall deliver possession of the Unit at the expiration or termination of the Unit Lease. Acceptance of rent after the expiration of this Unit Lease shall not be considered as a renewal. Resident(s) agrees to pay Owner \$200.00 per day as additional rent if Resident(s) remain(s) in unit after 12:00 p.m. on the termination date of the lease. Resident(s) will be considered a tenant at sufferance and Owner will immediately proceed with a Demand for Possession. In the event Resident(s) holds over beyond the expiration date of this Lease without the written consent of Owner/Agent this Lease shall not be deemed renewed. Resident(s) shall be liable for a daily holdover charge of up to \$200.00 per day plus any other losses suffered by Owner/Agent and any person or persons waiting for Resident(s) to vacate in order to take possession of the Premises under a new lease. If Owner/Agent obtains a judgment against Resident(s) in a legal proceeding commenced because Resident has continued to occupy the premises after the lease term has expired, Resident agrees to pay holdover charges of \$200 per day, in addition in addition to any other damages awarded to Owner/Agent and in addition to attorneys fees or court fees that the court awards to Owner/Agent.

Reference Paragraph #8: Occupant Changes - Any change in occupancy must be reported to Agent immediately. If a replacement occupant(s) is needed a rental application from Four Star Realty & Property Management, Inc. must be completed and new occupant(s) must be approved by Agent prior to the new occupant(s) move in.

Read and Understand this page - Resident(s) _____

Reference Paragraph #11: Privacy - If the Premises is listed for sale or lease during the term of this Lease, Resident(s) agrees to allow showings, appraisals, and any other appointments related to the sale or lease at any time during this Lease. Resident(s) agree to cooperate fully and in good faith with such marketing efforts and to maintain the Premises in marketable condition during the marketing period. Resident(s) understand and acknowledge that showings of the leased property will be permitted at Agent's discretion with or without prior notification. Resident(s) also understand and agree that premises shall be clean and in reasonable showing condition or Agent will hire a contractor of Agent's choice to clean the premises at the Resident's expense.

Reference Paragraph #12: Assignment/Sublease/Release (re-leasing fee)- Owner/Agent agrees to allow Resident(s) to re-lease Premises providing Owner/Agent approves terms and replacement tenants. Resident(s) agree to pay Agent an administrative releasing fee paid by the Resident(s) equal to 50% of one months rent. This re-leasing fee paid by the Resident(s) as liquidated damages is due prior to commencing Resident(s) releasing efforts and whether or not Agents releasing attempts succeed. Resident(s) also agrees to pay all other expenses associated with re-leasing of the premises, including but not limited to advertising, carpet cleaning, re-keying, general cleaning, repairs and transfer of utilities. This re-leasing fee which is neither a Lease Contract cancellation fee nor a buyout fee, does not release Resident(s) from continued liability under said terms of this Lease. Rather, the re-leasing fee covers, Agents time, effort and expense in finding and processing a replacement tenant. The Premises is not re-leased until a new lease with a new tenant is signed and a new security deposit has been paid. All other costs associated with re-leasing the Premises, as stated above, are the responsibility of the Resident(s). Resident(s) shall be responsible for paying any rental promotion necessary to re-lease the Premises.

Agent is under no obligation to take on re-leasing of the Premises for the Resident(s). If this Lease is changed at the request of the Resident(s) and agreed to by the Owner/Agent this Lease shall be subject to a \$200.00 lease change fee paid by the Resident(s). This fee paid by the Resident(s) must be paid prior to adding or subtracting any party from this Lease. If all Residents change at one time during the term of this Lease the prior listed "re-leasing fee paid by the Resident(s)" and all of its terms shall apply. A re-leasing fee paid by the Resident(s) equal to the highest months rent during the term of this Lease must be paid to Agent if Resident(s): (1) Vacate during the lease term without Owner/Agent written approval and without paying rent in full for the entire term of this Lease or renewal period. Or (2) Vacate at Owner/Agent demand because of Resident(s) default, or (3) Resident(s) are judicially evicted. Resident(s) re-leasing the Premises that received a rent promotion at move in, in exchange for a full lease term, must refund the full amount of the promotion given prior to Agent executing a lease with new tenant(s).

Reference Paragraph #14: Rules and Regulations - In the event the subject rental property is a member of an HOA, Resident(s) agrees to obtain and to be bound by the Declarations, Bylaws, and Rules of the HOA. Failure to comply with these terms and provisions shall constitute default under this Lease.

Reference Paragraph #14: Smoking - Resident(s) agree that the leased Premises is a non-smoking Premises. No Resident, member of Resident's house hold or Resident's guests will be allowed to smoke on the Premises unless specific authorization in writing is given by Owner/Agent under this Lease. Resident(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; the cost of which will be deducted from the Resident's security deposit.

Reference Paragraph #15: - Resident(s) have hereby been informed that Owner/Agent will not perform a move-in or move-out walk through inspection with the Resident(s). Resident(s) are responsible for the documentation of all damage upon move-in and the condition upon move-out. Owner/Agent recommends the use of pictures to document move-in and move-out condition.

Reference Paragraph #17: A \$50 damage inventory fee paid by the Resident(s) will be deducted from the security deposit if any damage that is the responsibility of the Resident(s) exists at move out, including but not limited to the need for cleaning, painting, or general repairs

Reference Paragraph #19: Outside Maintenance - Outdoor maintenance shall be performed in conjunction with, and up to the standards of, local housing codes and ordinances. Agent has the right to have outside maintenance performed at the Residents expense if Resident(s) does not perform up to standards as here to set forth. If this Lease specifies the Resident(s) are required to mow and water lawns, Resident(s) agree to mow lawns a minimum of once per week, and water in accordance with locally designated "watering" days or as needed during dry weather periods.

Resident(s) will be held responsible for damage to the lawn if regular watering is not performed. The Agent will not hire any contractors to perform watering at any time. If the Premises has a sprinkler system, Resident(s) may not tamper with or change the settings on the sprinkler system at any time. Resident(s) will be responsible for all water utility bills including irrigation water if applicable.

If mowing is not performed on the schedule of once per week, the Agent will hire contractors to have the lawn mowed at the Resident(s) expense weekly. No notice will be given to the Resident(s) in the event that said contractors are hired to mow the lawn. The minimum charge for lawn mowing is \$30 per occurrence. Resident(s) that are not deemed responsible for lawn maintenance under Paragraph 19, shall be responsible for costs incurred for water used by the irrigation system to the extent and/or percentage that they are responsible for payment of domestic water use.

Snow shoveling will be automatically contracted by the Agent upon each snowfall. The Residents will be charged reasonable market rates for snow removal based upon the size of the premises and the amount of snowfall.

If the Premises is located within a complex that has a Home Owner Association, Resident(s) will not be held responsible for any watering, mowing, or shoveling.

If the Premises are located in a complex with more than one unit, all Resident(s) will remain responsible for watering, mowing, and shoveling. Any applicable charges that are the responsibility of the Resident(s) associated with exterior maintenance will be billed back to each unit on the Premises equally regardless of size or number of occupants.

Maintenance Requests All maintenance requests must be made in writing to hillmaintenance@fourstarrealty.com unless the maintenance issue is a genuine emergency. Maintenance requests that are not made in writing that are not an emergency may not be attended to in a timely manner. If maintenance issues have not been addressed within two business days of being reported to the Owner/Agent, the Resident(s) are required to follow up with the Owner/Agent at that time.

Delay of Occupancy: If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, Owner/Agent shall not be liable for the delay. This Lease will remain in force subject to: (1) Abatement of rent on a daily basis during delay; and (2) Resident(s) right to terminate as set forth below. If the delay is longer than 10 days, Resident(s) have the right to terminate this Lease. Termination notice must be in writing. After termination, Resident(s) are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease termination does not apply if delay is for cleaning or repairs that do not prevent Resident(s) from occupying the Premises.

Carpet Cleaning: Upon vacating the property, Agent shall contract for professional carpet cleaning at the Resident's expense. Cost of cleaning will be deducted from the Resident's security deposit. If the Resident(s) contracts to clean the carpet on their own, cleaning must be performed by a reputable company using a truck mounted carpet cleaning system, Agent reserves the right to re-clean the carpets if necessary with the contractor of Agent's choice.

Touch up Painting: Upon vacating the property, agents shall contract for touch up painting at the owners expense up to \$50.00. Resident(s) agrees to pay any additional touch up painting costs. Cost of touch up painting will be deducted from resident(s) security deposit. If resident(s) touch up paint on their own, agent reserves the right to re-paint if necessary with the contractor of agent's choice. Touch up painting shall include but is not limited to painting entire walls, rooms, or the entire property if necessary.

Cleaning: Upon vacating the property, agents shall contract for deep cleaning at the resident(s) expense if deemed necessary by agent. Resident(s) agrees to pay any cleaning costs, which will be deducted from resident(s) security deposit. If resident(s) clean on their own, agent reserves the right to re-clean if necessary with the contractor of agent's choice.

Lockouts: There will be a charge of \$50.00 to meet you at the property if you are locked out or lose your keys during office hours. Resident(s) are responsible for contacting a locksmith for after hour lockouts. Please be prepared to have identification for the locksmith, who may require you to confirm the residence is one you are permitted to enter.

Trash: If owner/Agent is required to pick up litter or other debris left outside a unit/house and/or trash receptacles (dumpsters, carts, totes, etc), Resident(s) agree to pay a \$55.00 fee per occurrence. This includes but is not limited to porches, patios or balconies, and entryways which should be clean and free of debris at all times. Residents are responsible for placing trash in the proper trash and/or recycling receptacles. In multi-unit dwellings, residents(s) are responsible for trash in the direct vicinity of their unit and any charges for the removal of trash in common areas or common areas of the yard will be split amongst all tenants. Residents have been hereby informed that the Agent will perform regular inspections of the exterior of the property.

Rooftops: Use of rooftops is strictly prohibited and will result in eviction and \$1000 fee paid by the Resident(s) as liquidated damages.

Balconies: Balconies must remain free of debris, trash, charcoal and/or gas grills, kegs, and any items besides non-combustible patio furniture.

Water Beds: Water beds are allowed with the provision tenant assumes all responsibility for any damage that may occur to the premises as the result of said use and provides a proof of insurance receipt.

Administrative charges: Resident(s) agree to pay an administrative fee to Agent of \$200 per hour for any time that the Agent has to spend in court related to any fines, tickets, or summons related to acts of the tenants. Resident(s) agree to pay such charges upon receipt of a statement from Owner/Agent itemizing such charges.

Resident(s) agree to pay and administrative fee paid by the Resident(s) to Agent of \$200 as an eviction processing fee if the Resident(s) is evicted.

Read and Understand this page - Resident(s) _____

Resident(s) Acknowledgement of Security Policy

- 1.) **No Representations.** Resident(s) acknowledge that neither Owner nor Agent has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures.
- 2.) **No Warranty or Guarantee.** Resident(s) acknowledge that neither Owner nor Agent warrants or guarantees the safety or security of Resident(s), members of Resident's household or Resident's guests against the criminal or wrongful acts of third parties. Each Resident, member of Resident's household, and Resident's guests are responsible for protecting his or her own person and property.
- 3.) **No Reliance on Security Devices or Measures.** Resident(s) acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore Resident(s) acknowledges that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

Candles and open flames: Resident(s) agree to use extreme caution and never leave an open flame unattended at the premises, which includes but is not limited to candles, wood burning fires, gas fires, and gas/charcoal grills. Tenants will assume all liability and responsibility for damages related to their use of an open flame of any kind.

Early Possession: Resident(s) agree that carpet cleaning, cleaning of the unit, touch up painting, and any maintenance issues may not be completed due to the Resident(s) request to take possession prior to the original lease start date. Resident(s) agree that if the carpet cleaning, cleaning of the unit, touch up painting, and any maintenance issues were not done before they took possession, they will be responsible for payment of these services at the termination of the lease.

Screen Doors: Due to frequent damage by tenant abuse and weather conditions, screen doors and or storm doors of any kind will not be replaced. If damaged at any time, they will be removed and not replaced.

Rodent or Pest Infestation: Resident(s) are responsible for initiating the treatment of any rodent or pest infestation. If attempts made by the Resident(s) to rectify the problem do not succeed, the Resident(s) are responsible for contacting the Agent, who will then contact a pest control specialist. If the rodent or pest infestation is caused by the actions of the Resident(s), including but not limited to the Resident's cleanliness, lifestyle, or pets, the Resident(s) will be charged in full for the costs of these services. Agent has made the Resident(s) aware that pet food supplies are a primary cause of rodent infestation.

Vandalism: Any reports or claims of vandalism to the premises must be made to the police department within 24 hours of the incident. Resident(s) will be held responsible for any damage to the premises caused by acts of vandalism if the incident is not reported within the required time frame. Any incidents of vandalism reported to the Owner/Agent that were reported to the police department within 24 hours will be investigated by the Owner/Agent, on a case by case determination will be made by the Owner/Agent as to who is responsible for the cost of the damage.

Charges for Repair / Cleaning Addendum #3 We are owners and agents and not a cleaning company, we would prefer to refund your entire Security Deposit. When you give notice to vacate you may request our cleaning / repair guidelines. If cleaning is not completed or done at time of move out by Resident(s) at termination of this Lease, Resident(s) authorizes Agent to have cleaning / repairs contracted. Resident(s) agrees that all costs incurred for cleaning and repairs will be withheld from Security Deposit, and Resident(s) may also be charged additional rent, plus a \$200 per day if Owner/Agent cannot re-rent the premises because of the need to clean and/or repair damage caused by Resident(s)..

Estimate Labor and Replacement Costs: Should the below listed repairs and or cleaning be necessary or required due to Resident(s) occupancy of Unit the corresponding charges will be made against the Security Deposit. These are estimated costs and may vary from time to time. Resident(s) understands that there will be no notice to Resident(s) in the event of a change in these costs. Resident(s) understands that repairs and/or replacement items are not limited to list below, and all damages caused by the Resident(s) are subject to a charge against their security deposit.

Labor Rates

Carpet Cleaning	\$0.58 /Sq Ft
Cleaning	\$35.00 per hour minimum
Painting	\$40.00 per hour minimum plus paint
Maintenance	\$65.00 per hour minimum plus materials
Lockout Service	\$50.00 (daytime) \$75.00 Nights / Weekends / Holidays minimum

Replacement costs

Failure to return keys or to Re-key locks	\$75.00 ea
Broken or damaged locks / replacements	\$50.00 ea.
Copy of key	\$10.00 ea.
Repair or Replace any part of door Jamb	\$150.00 ea. plus labor
Window / Glass Door / All Door Replacement	\$ Cost Plus Labor
Towel Bar, Toilet Paper Holder	\$25 Cost Plus Labor
Ceiling Fans / Light Fixtures	\$ Cost Plus Labor
Re-screening Sliding Glass Screen Door	\$100.00 ea. plus labor
Replace Sliding Glass Screen Door	\$200.00 ea. plus labor
Screen Repair	\$60.00 ea.
Screen Replacement	\$60.00 ea.
Special Bulbs	\$6.00 - \$12.00 ea.
Light Bulbs	\$5.00 ea.
Stove Rings and Pans	\$6.00 ea.
Broiler Set	\$30.00 ea.
Exterior Light Covers	\$30.00 ea.
Exterior door mats	\$20.00 ea.
Ice Trays	\$5.00 ea.
Snake Drain	\$200.00 per occurrence
Mini Blinds	\$50.00
Vertical Blinds	\$200.00
Cabinets	Costs Plus Labor
Copy of Paper work and or lease	\$20.00 ea. Copied / faxed / mailed
All Prices are Subject to change without notice	If maintenance person is dispatched Resident(s) agrees to pay all charges.

Resident(s) must have a zero balance owing on their account with Agent before they can receive keys on the first day of their lease, or sublease to their Unit. Keys will not be rendered until all paperwork is received including but not limited to lease guarantee agreements if applicable and there is a zero balance in Resident(s) account.

No upholstered furniture will be allowed on the exterior of the Unit or Premises, including porches, decks, roofs, and lawns. Furniture left in these areas will be removed by Agent and a \$50.00 minimum fee will be charged to Resident(s) for removal of each upholstered furniture.

No empty bottles, cans, trash, glass or garbage of any kind will be left on Premises, including but limited to surrounding areas and property. Clean up of all debris, bottles cans, trash, glass and garbage must be completed during and after all entertaining. Clean-up must be complete before 6:00 a.m. the morning after a night of entertaining. A \$50.00 minimum clean up fee will be enforced if Agent must provide for further clean-up.

Do not flush anything except bodily waste and toilet paper down the toilet. Dispose of sanitary products (even tampons) by placing in a plastic-lined waste can. Never flush harmful items, including, but not limited to sanitary products, paper towels, facial tissues, diapers, condoms, dust, rubbish, coffee grounds in toilet. If your toilet clogs you will be charged for repairs.

Do not over load clothes washers! A small article may slip over the edge of the washer tub and block the hose or pipe. Once the washer has begun to agitate do not add items to washer.

The Agent and Owners encourages all Resident(s)'s to recycle.

Damage caused by third parties or unknown persons are the responsibility of the Resident(s). Any damage to the Premises caused by Resident(s), his guests, movers, or employees carrying articles in or out or through halls and entrances, shall be paid for by Resident(s) at the time of the damage.

Hooks shall not be installed in the ceiling for any purpose: i.e. hanging speaker, plant, lamps etc. Absolutely no holes may be made in ceiling.

Only picture hooks shall be used (no stick-ons) to hang pictures, mirrors and decorative items on the walls.

Read and Understand this page - Resident(s) _____

Absolutely Prohibited is the installation of cables, cable wires, wires, aerials, antennas for radios or television, ropes, satellite dishes etc., on the roof, decks or other parts of the building. Resident(s) agree to pay Owner/Agent a \$200 fee each time any unauthorized cables, cable wires, wires, aerials, antennas for radios or television, ropes, satellite dishes are discovered installed on or in the Resident's premises. Resident(s)'s are not permitted on building roofs or allowed to attach anything or authorize another company or party to attach anything to the roof.

No automobiles, trailers, boats, motorcycles, or campers shall be stored, washed or repaired on the Premises. Resident(s)'s only are allowed to park within the complex. Unauthorized vehicles will be towed at vehicle owner's expense. Motorcycles are to be parked in assigned areas only. Inoperable vehicles, vehicles without current registration and vehicles infrequently moved will be subject to towing at vehicles owners expense.

If your smoke alarm chirps you are required to change the 9-volt battery. You are prohibited from dismantling it.

Do not turn furnaces or boilers completely off during cold weather months. Your Unit must maintain a temperature above freezing, even if you are not there. All damage due to broken or frozen pipes because furnaces and or a boiler were shut off will be the responsibility of Resident(s). Resident(s) will be charged all labor and material costs for repairs. This is not a fee.

CO detectors have been installed in the Premises for your safety. If you do not have an operational CO detector in your unit at any time, please notify the Agent immediately. Resident(s) shall be prohibited from tampering or dismantling a CO detector installed at the Premises at any time. The replacement cost of a CO detector damaged or removed by the resident will be \$75 deducted as liquidated damages from the Resident's security deposit, and will be replaced immediately upon discovery by the Agent. If a CO detector alarm sounds at any time during your tenancy, contact the City of Boulder Fire Department immediately by calling 911.

All Leaking faucets: - Toilets, faucets, appliances, windows, fireplaces defects and/or potential defects on the premises not in good working order shall be reported to Agent immediately in writing. Resident(s) will be charged for any damage resulting from negligence in reporting defects on the premises, including but not limited to excessive water bills.

Reference Paragraph #21: Pets - If Resident(s) are found to have a pet on the premises in violation of section 21 of this lease, Resident(s) shall pay \$200 per day paid by the Resident(s) as liquidated damages until the pet is permanently removed from the premises. Unannounced daily inspections will occur until it is determined by the Owner/Agent that the unauthorized pet has been removed permanently.

Resident(s) agrees that Agent shall contract for the carpets to be professionally cleaned, deodorized and a black light inspection performed upon move out. Resident(s) agrees to pay for carpet cleaning, deodorization and black light inspection. In the event Resident's pet(s) causes damage to the carpets, Resident(s) acknowledges that "treatments" to carpets may not be an effective cure for pet damage, and Resident(s) agrees that Owner/Agent at Owner/Agent discretion may deem "replacement" as the appropriate cure for damage with similar grade carpet and pad regardless of age/condition of original carpet. In the event that Resident's pet(s) causes damage to any other part of the Premises, including but not limited to hardwood flooring, doors, trim, furnishings, fixtures, lawn, plants, trees, etc. Resident(s) acknowledges that an assessment of damage will be necessary and that Agent will seek professional advice and recommendations. Resident(s) agrees to pay all costs associated with and including the cost of any replacement or repairs. Owner/Agent will exercise good faith and reasonableness in determining whether replacement and or repairs is necessary. The Owner upon conditions of Paragraph 6G of this Lease shall hold any additional security deposit. The additional security deposit paid pursuant to this Addendum shall in no way limit the liability of the Resident(s) to Owner/Agent for the actual cost of any cleaning and repairs made as a result of the presence of any animal kept on the Premises pursuant to this Addendum.

Resident(s) shall be responsible for maintaining the leased Premises and adjacent yard or grounds free from animal excrement. In the event the Resident(s) fails to maintain said areas free from animal excrement, the Owner/Agent may, at Owner/Agent option, perform such maintenance and charge the cost thereof to the Resident(s). Resident's repeated failure to perform such maintenance shall be grounds for termination of this Lease.

All dogs must be kept on a leash when in the company of Resident(s) outside the leased Premises, and must be otherwise restrained or confined when not accompanied by Resident(s) outside the leased Premises, and Resident(s) specifically agrees not to permit the dog to run at large or to permit any pet(s) to annoy, inconvenience, or cause any discomfort whatsoever to any other Resident(s) or neighbors. No pets are allowed to reside or visit without prior written consent of the Owner/Agent. Violation of this policy subjects Resident(s) to a charge against the security deposit up to \$1000.00, plus charges for any damage caused by the pet(s) including replacement of carpet, pad, and/or subfloor if necessary.

All pets must currently be immunized against rabies and distemper, properly licensed & spayed or neutered. The Resident(s) hereby agrees to indemnify Owner/Agent and hold it harmless from any liability or damage arising from the Resident's failure to comply with this paragraph. Resident(s) agrees to provide proof that they are in compliance with the above prior to move in.

The pet or pets to be allowed is as follows

Number allowed: _____

Type/Breed: _____

Weight: _____

Color: _____

Type/Breed: _____

Weight: _____

Color: _____

I/We have read and understand the above guidelines and agree to abide by them.

Resident: _____

Date: _____

Resident: _____

Date: _____

Resident: _____

Date: _____

Resident: _____

Date: _____

BY: Four Star Realty and Property Management

Date: _____

Read and Understand this page - Resident(s) _____

RENTAL UNIT DISCLOSURES

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

Residents understand that the City of Boulder ordinances are subject to change. Agent agrees to make residents aware of any such changes and Resident agrees to comply with all changes in ordinances and/or laws promulgated by the City of Boulder

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

- A. The dwelling unit you will be renting or leasing at the address of _____, CO _____ may be occupied by no more than 1 unrelated persons.
- B. Under the current lease or rental agreement, the only people permitted to occupy the dwelling unit are _____ and _____.
- C. City of Boulder laws permit a renter or lease holder to have a temporary house guest. However if any guest becomes a resident of the apartment or dwelling unit, and if this produces a violation of the legal occupancy limit, a criminal prosecution can result.
- D. Violations of the occupancy laws of the City of Boulder can result in criminal prosecutions and fines of up to \$2,000.00 for each day in violation.

INTEREST ON SECURITY DEPOSITS

Interest on security deposits will be paid at the yearly rate specified by the city of Boulder.

NOISE ORDINANCES

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

- 1. **Disruption of Quiet Enjoyment of the Home, Section 5-3-8, B.R.C. 1981.** This focuses on individuals who engage in loud behavior that disrupts a neighbor who is in his or her own home.
- 2. **Unreasonable Noise, Section 5-6-1, B.R.C. 1981.** This is 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 5-6-1, B.R.C. 1981.** This is based upon measuring sound levels with meters. Noise must not exceed 55 decibels between 7:00 a.m. and 11:00 p.m. in a residential zone. This is equivalent to a speaking voice on the street.

FIREWORKS ORDINANCE

Fireworks, Section 5-6-6, B.R.C. 1981: Except for police, military and certain other personnel described in Boulder's Code, it is illegal for anyone to possess fireworks in any public or private place or to explode fireworks anywhere within the City of Boulder without 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 \$1,000.00 and 90 days in jail.

Read and Understand this page - Resident(s) _____

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 from the property on at least a weekly basis. The trash contract on this property is the responsibility of TENANT. Boulder law dictates that trash and/or recyclables cannot accumulate outside of receptacles for longer than 12 hours. In addition, all trash and recyclables can be put out no more than 12 hours prior to pick up and all empty receptacles must be removed from curbside within 12 hours of pick-up. Violations 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 agent.

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.

**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 Owner/Agent to substantial penalty and loss and substantially endanger the property of the Owner/Agent. Consequently, all Tenants hereby acknowledge that any violation of any federal, state or local regulations, law or ordinance by any person at the premises shall constitute Substantial Violation of the terms of the lease, as defined by C.R.S. 13-40-107.5 and entitle that Owner/Agent 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 ordinance including, but not limited to those referenced in this Addendum and shall cause any other person at premises to do the same. Each Tenant hereby indemnifies and shall hold the Owner/Agent 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 the lease. Tenant also hereby indemnifies and shall hold harmless from any and all liability, fines, penalties, losses, and damages associated with any claimed violation of any regulation, law, or ordinance by the Owner/Agent, during the term of the lease, if such violation is in any way related to the behavior, residency, or presence of any person at the premises, other than the Owner/Agent, including but not limited to, claims that the Owner/agent 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 of assignee of Owner/Agent, and shall include any cost and attorney fees of Owner/Agent in defending such claims enforcing this Addendum.

I have read and understood 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 (sign): _____	Date: _____
Tenant (sign): _____	Date: _____
Tenant (sign): _____	Date: _____
Tenant (sign): _____	Date: _____

Read and Understand this page - Resident(s) _____

Mold Addendum

This Mold Addendum is made January 26, 2010 (date) by Four Star Realty ("Agent") and _____ ("Resident") and made part of that CAA Apartment Lease of even date herewith (the "lease"). Except as specifically modified by this Mold Addendum, the terms of the Lease and any other attachments thereto shall remain in full force and effect.

Resident Obligations Regarding Mold

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

Resident shall immediately and consistently remove all visible moisture from all surfaces in the apartment.

Resident 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.

Resident shall immediately inform Owner in writing of any water leaks or signs of water leaks as well as any missing grout or caulk in tiled areas.

Resident shall reasonable prevent and shall immediately clean and dry all plant watering overflows, beverage spills, cooking spills, pet urination, and overflows form fixtures and appliances.

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

Resident shall not allow damp clothes and towels to accumulate and shall consistently hang towels on towel racks to allow them to dry.

Resident shall keep all windows and doors closed during adverse weather and when the apartment is unattended.

In the event of visible accumulation of mold on hard surfaces. Resident 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, resident shall apply a spray on type biocide (such as Lysol Disinfectant or Pine-Sol Disinfectant) in accordance with the product's instructions and labeling.

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

Owner Obligations Regarding Mold:

Upon written notification by resident, Owner shall within a reasonable time, repair water leaks in the apartment, provided such leaks are not caused by the misuse or neglect of Resident, or any Occupants, guest or invites of Resident, or by any violation of the Lease or this Mold Addendum by Resident, or any Occupants, guest or invites of the Resident.

Upon written notification by resident, Owner shall within a reasonable time, clean or apply biocides to visible mod on porous surfaces such as sheetrock walls and ceilings, provided such visible mold has not been caused by the misuse or neglect of Resident, or any Occupants, guest or invites of Resident or by any violation of the Lease or this Mold Addendum by Resident, or any Occupants, guest or invites of Resident.

Remedies:

Owner does not warrant or represent that the apartment shall be free from mold.

A breach of this Mold Addendum by Resident shall be material violation of the Lease allowing Owner to recover possession of the apartment, following Demand for Possession or Compliance in accordance with stat law, and all other rights and remedies contained in the Lease.

In the event of a breach of this Mold Addendum by Owner, Resident's sole and exclusive remedy shall be to immediately vacate the apartment and Resident's obligations to continue to pay rent shall terminate on the date Resident deliver possession of the apartment to Owner. Owner shall in no event be held liable for consequential damages such as damages to Resident's personal property, or claims of adverse health conditions associated with exposure to mold.

Read and Understand this page - Resident(s) _____

Warranties, Indemnifications and Releases:

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

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

Agent:

Resident:

Read and Understand this page - Resident(s) _____

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 disclosure, landlord includes sublandlord and tenant also 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 landlords 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: A 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 the 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: _____, COLORADO or real estate which substantially meets the following requirements:

Student rental Property _____

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

CHECK ONE BOX ONLY

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

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 Listing - 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 ACKNOWLEDGEMENT:

Tenant acknowledges that Buyer has received this document on _____

Tenant

Tenant

BROKER ACKNOWLEDGEMENT:

On _____, Broker provided _____

(Tenant) with a copy of this document via _____ and retained a copy for Broker's records.

Brokerage Firm's Name: **Fourstar Realty & Prop. Mgmt., Inc.**

Broker

Lead-Based Paint Disclosure (Rentals)

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

Street Address

City

State CO

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 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 for 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 know 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 any lead-based paint and/or lead-based paint hazards present 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."

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.

TENANT _____

DATE _____

TIME _____

Real Estate Licensee (Listing)

Date

Real Estate Licensee (Listing)

Date



RESIDENTIAL BOULDER MODEL LEASE (MODIFIED)

Lease Summary		
Premise Address: _____, CO Unit # _____	Earnest Money, Security Deposit: <u>\$0.00</u> Security Deposit Interest Rate: <u>%</u>	Lease Term Begin Date: <u>01/26/10 12:00 noon</u> Lease Term End Date: <u>01/26/10 12:00 noon</u> Lease Signing Date: <u>01/26/10</u>
Total Due Monthly: <u>\$0.00</u>	Monthly Rent: <u>\$0.00</u>	Monthly Utility Fund Payment: <u>\$0.00</u>
<p>Monthly Rent and Utility Fund is Payable to: Four Star Realty and Property Management Mail to: 1301 Pennsylvania Ave, Boulder CO 80302 (Office.) 303-449-0064 - (Fax.) 303-938-8829 - fourstaronthehill@gmail.com</p>		

Recommendation of Legal Counsel: Lessee(s) (herein after referred to as Resident(s)), acknowledges that this Lease has important legal and tax consequences. The Owner and Four Star Realty & Property Management, Inc., (herein after referred to as Agent), recommends that Resident(s) consult(s) with legal and tax counsel before signing.

Owner/Agent Relationship: In order to comply with Rule E-35 of the Colorado Real Estate Commission, we hereby disclose to Resident(s), that Four Star Realty & Property Management, Inc., is employed by the Owner(s) of the property being leased to Resident(s) via a binding Management Agreement. Said Management Agreement authorizes Four Star Realty & Property Management, Inc., to act as Agent for the Owner(s) with all and any specific management and fiduciary duties contained therein. Residents(s) acknowledge that Four Star Realty & Property Management, Inc. and its Agents are Agents of and for the Owner(s) and are **not** representing Residents(s) as an Agent for the Resident(s).

1) Parties

This Lease for the rental of residential property is between Four Star Realty & Property Management, Inc. (Agent) and _____ (Resident(s)). The Agent authorized to manage the leased Premises for the Owner and to enter into this Lease is: Four Star Realty & Property Management, Inc., 1938 Pearl Street, Suite 200, Boulder, CO 80302, phone (303) 440-8200. The resident manager is: _____.

2) Leased Premises

Owner/Agent hereby leases to Resident(s) the Premises described below:

(Street Address) _____ (Unit No.) _____ (City) _____ Colorado _____ (Zip)
 The Premises shall also include: Refrigerator ___ Dishwasher ___ Stove ___ Microwave ___ Window coverings ___
 Washing machine ___ Clothes dryer ___ Air conditioning ___ Number of garage remote(s)if provided ___
 Furnishings: _____ Other _____.

*If Resident(s) is leasing the Premises "site unseen", Resident(s) acknowledges that Agent has advised Resident(s) of the inherent risks of such action and Resident(s) agrees to be bound by this Lease.

Read and Understand this page - Resident(s) _____

3) Term (SEE POLICY ADDENDUM) (CHECK EITHER PARAGRAPH A OR PARAGRAPH B)

~~A. Month to Month. The term of this Lease shall begin at 12:00 noon on _____ and end at 12:00 noon on the last day of the same calendar month. Following such initial period, the term of this Lease shall run month to month beginning _____ and shall be automatically renewed for additional periods of one month thereafter until terminated by either party giving 30 (thirty) days written notice prior to the end of the rental month. The rental month shall begin with the due date of the monthly rent.~~

B. Fixed Term. The term of this Lease shall be from 12:00 noon January 26, 2010 to 12:00 noon January 26, 2010. No notice to terminate at the end of such fixed Term is necessary unless otherwise agreed in writing. If Resident(s) retains possession of the Unit after expiration of the Term with the permission of Agent (hereinafter referred to as a "Holdover"), Resident(s) and Agent shall continue to be bound by the terms and conditions of this Lease on a month-to-month basis at a monthly rent rate of 200% of current monthly rent. If Resident(s) becomes a Holdover, either party may terminate this tenancy by giving 30 days written notice to the other to terminate this Lease.

Resident(s) understand and acknowledge that the Agent is not obligated to notify them that their Unit will be pre-leased beginning any time after the start of the Term. If the Resident(s) wish to re-new their Lease beyond the Term, they must notify the Agent prior to January 1st during the Term, or the Agent will begin showing the property in efforts to pre-lease the Unit for the period following expiration of the Term. In no case is Agent obligated to renew this Lease to Resident(s)

C.If the Term does not begin on the first day of the month, the 12 Month Payment Plan alleviates the need to prorate the first and last months rent due to Four Star Realty. Resident and Agent agree that the 12 payments are equal to Fixed Term time period described above in paragraph 4A with the payment terms described in paragraph 4B, below.

4) Rent (CHECK EITHER PARAGRAPH A OR PARAGRAPH B). (SEE POLICY ADDENDUM)

~~A. Month to Month. If this Lease term does not begin on the first day of the month, the first month's prorated rent is \$ _____ due on _____. The full monthly rental price for the term of this Lease is \$ _____ monthly, due on the 1st day of each month, beginning _____. The rental price of this Lease may not be changed without 30 days written notice prior to the end of the rental month.~~

B. Fixed Term.

- 1 The total rent due for the Term shall be \$ 0.00 _____.
- 1 The total rent due for the Term shall be paid in 12 monthly payments of \$ 0.00 _____ or as specified ("Rent"). Each such installment shall be referred to as ("Monthly Rent").
- 1 Total Monthly Rent, utility payments, and administrative fee is \$ 0.00 _____. Resident(s) agrees to pay this amount monthly.
- 1 First payment of 12 monthly payments (plus any outstanding balance) is due Four Star Realty on August, 01, 2010 and then monthly payments are due thereafter.
- 1 Last payment of 12 Monthly Payment Plan is due Four Star Realty on July 01, 2010.

C. Utilities & Services. (SEE POLICY ADDENDUM)

Resident shall pay Four Star Realty & Property Management, Inc. (Agent) for the following utilities or services, plus a monthly administrative fee of \$ 0.00 _____. Payments will be made in equal installments, which will be in addition to the rent, and which are based on the average utilities/services for the property in the previous year, plus any new increases. Upon termination of the lease term, Agent will reconcile the total amount that the Resident(s) have paid versus the total utilities and services billed during the term of this lease. A written copy of this reconciliation will be available to Residents upon request. Agent will return overpayments to the Residents. Residents agree to pay any shortfall, which will be considered additional rent and may be collected immediately by the Owner/Agent; or at Owner/Agent's option, such charges may be withheld from Resident's security deposit. If the actual Utility & Services costs are significantly in excess of the monthly billing to the Residents, Agent/Owner may increase the monthly billing amount, with written notice to Resident. Agent/ Owner does not guarantee that the Utilities & Services costs will match the estimated costs that are billed to the Resident.

____ Water/Sewer. The total water/sewer bill for the period of this lease is estimated to be \$ 0.00 _____ and the monthly billing will be \$ 0.00 _____.

____ Electric/Gas. The total electric/gas bill for the period of this lease is estimated to be \$ 0.00 _____ and the monthly billing will be \$ 0.00 _____.

____ Trash. The total trash bill for the period of this lease is estimated to be \$ 0.00 _____ and the monthly billing will be \$ 0.00 _____.

____ Other. The total other bill for the period of this lease is estimated to be \$ 0.00
and the monthly billing will be \$ 0.00.

____ Other. The total other bill for the period of this lease is estimated to be \$ 0.00
and the monthly billing will be \$ 0.00.

D. Rent payments shall be made to Four Star Realty & Property Management, Inc. at 1938 Pearl Street, Suite 200, Boulder, CO 80302. Resident(s) shall incur and be charged \$ **20.00** per day as a late fee for payment of rent received after 5:00 p.m. on the third day of the month. Such fee may be collected immediately by Owner/Agent; or at Owner/Agent's option, such fee may be withheld from Residents security deposit. The giving of such notice of intent shall not relieve Owner/Agent of any obligation pertaining to the security deposit set forth in section 6 of this Lease. Late fees may be waived if Owner/Agent agrees in writing. Resident(s) should request such waiver by notifying Owner/Agent on or before the rental due date and mutually arranging an alternative due date. A charge of up to \$50.00 may be imposed for any Resident's check returned to Owner/Agent because of insufficient funds, whether the check is for rent, security deposit, or other payment.

5) Notice

Unless otherwise specified in this Lease, all notice provided by this Lease shall be in writing and shall be delivered to the other party personally, or sent by first class mail postage prepaid, or securely and conspicuously, posted, as follows:
To Resident(s): at the Premises, or at Resident's last known address. Notice to one Resident shall be deemed to be notice to all Residents. To Owner/Agent: Four Star Realty & Property Management, Inc. at 1938 Pearl Street, Suite 200, Boulder, CO 80302.

6) Security Deposit (CHECK EITHER PARAGRAPH A OR PARAGRAPH B) (SEE POLICY ADDENDUM)

A. Resident(s) has paid Agent for the Owner, c/o Four Star Realty & Property Management, Inc. the sum of \$ _____ as a security deposit to secure the performance of this Lease.

~~____ **B.** By optional and mutual agreement between Owner/Agent and Resident(s), Resident(s) agrees to pay the Agent for the Owner, c/o Four Star Realty & Property Management, Inc. the security deposit, in the total amount of \$ _____, according to the following payment schedule: _____.~~

C. Any advance or deposit of money, whether termed last month's rent, damage deposit, or security deposit, constitutes a security deposit under this section.

D. Resident(s) may not use security deposit in place of rent without the written permission of Owner/Agent.

E. _____ Interest per annum from January 26, 2010 shall be paid on the amount of the deposit that Resident(s) is entitled to have returned.

F. It is the duty of Resident(s) to return the Premises, including but not limited to outside areas required to be maintained by Resident(s) under this Lease, to the same condition as at the commencement of this Lease, except for normal wear and tear.

G. Agent shall return the security deposit to Resident(s) within one month after termination of this Lease or surrender and acceptance of the premises whichever occurs last, unless a longer period of time for return of the deposit is specified here: 60 (sixty) days. If actual cause exists for retaining any portion of the security deposit, Owner/Agent shall provide Resident with a written statement listing the exact reasons for the retention of any portion of the security deposit. When the statement is delivered, it shall be accompanied by payment of the difference between any sum deposited and the amount retained. Owner/Agent is deemed to have complied with this paragraph G by mailing said statement and any payment required to the last known address of Resident. The failure of Owner/Agent to provide a written statement within the period of time stated above shall work a forfeiture of all of Owner/Agent's rights to withhold any portion of the security deposit.

H. Owner/Agent, at Owner/Agent's option, may use Resident's security deposit during the term of this Lease to fulfill Resident's obligations under this Lease. Nothing in this paragraph H shall relieve Owner/Agent of any obligation created by the state deposit law set forth in Colorado Revised Statutes 1973, section 38-12-101 et seq.

I. Information regarding the owner, who is holding the security deposit, their address, and instruction on how return of the deposit will be made, is available upon written request to Four Star Realty & Property Management, Inc.

Read and Understand this page - Resident(s) _____

J. It is the Resident(s) responsibility to provide an updated forwarding address, otherwise the Security Deposit (minus deductions) will be mailed to the address below:

RESIDENT(S) NAME	PERMANENT ADDRESS FOR DEPOSIT RETURN	PERMANENT PHONE #

7) Eviction/Holdover (SEE POLICY ADDENDUM)

A. Owner/Agent may evict Resident(s) from the Premises or undertake other legal action to regain possession of Premises for non-payment of rent or substantial breach of this Lease.

B. Resident(s) shall continue to be liable for rent and be bound by all other provisions of this Lease during the time Resident(s) remains in possession of the leased Premises even though Owner/Agent has chosen to seek eviction because of Resident's breach of this Lease.

C. If the Premises are abandoned or if Resident(s) is evicted, Resident(s) will remain liable for any loss of rent for the remainder of this Lease term. Owner/Agent will attempt to re-lease the Premises to minimize any loss.

D. If Resident(s) does not vacate the Premises at the end of this Lease term and another tenant is waiting to occupy the Premises, Owner/Agent after notifying Resident, may remove Resident's belongings, so long as there is no breach of the peace. Owner/Agent will exercise reasonable care in moving and storage of Resident's belongings.

E. Except as provided in Paragraph D, eviction procedures, including notice requirements, as set forth in Colorado Revised Statutes 1973, section 13-40-101 et seq. (court ordered evictions) shall be the sole remedy available to Owner/Agent to evict Residents.

8) Occupancy (SEE POLICY ADDENDUM)

No more than 1 persons may reside in the leased Premises. Resident(s) shall not allow guests to stay upon the Premises more than 14 (fourteen) days per month without written consent of Owner/Agent.

9) Use

Resident(s) shall use the Premises for residential purposes only unless otherwise agreed with Owner/Agent in writing. Resident(s) shall not engage in any illegal activities on the Premises.

10) Utilities

Resident(s) shall be responsible for paying for the following utilities or services connected with the Premises. Utilities checked under section 4(c) shall be checked here as well because the Resident(s) remain responsible for payment of these utilities through their utility fund.

(check those applicable): Water Sewer Electricity Gas Phone (if desired) Trash pick-up
Cable TV (if desired) Other: _____

Renter's Insurance: Recommended Required **(If Renter's Insurance is required, Resident(s) agree to obtain and maintain a Renter's Insurance policy with minimum liability coverage of \$300,000.00 and to provide Agent with evidence of coverage prior to taking occupancy. Resident(s) agree to notify Agent of any changes in policy or carriers during the term of this Lease.)**

Resident(s) agrees to arrange for utility hookups and billings the same day as move-in or prior to that date. Provision and the payment for utilities and services listed above but not checked shall be the responsibility of the Owner/Agent. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control. If Resident(s) moves out early and continues to pay rent, as obligated under this Lease, Resident(s) must leave all utilities hooked up in Resident's name(s) through this Lease term and make all payments to keep such service in effect.

Resident(s) agrees that if utilities are not placed into tenants name within three days of move in owner/agent will transfer the utilities for them at an administrative cost of \$50.00 per utility.

11) Privacy (SEE POLICY ADDENDUM)

Resident(s) shall permit Owner/Agent to enter the premises at reasonable times and upon reasonable notice or if a good faith attempt was made by Owner/Agent to contact Resident prior to entry for the purpose of making necessary or convenient repairs or reasonable inspections, or to show the Premises to prospective tenants, purchasers, or lenders. Entry must be made without prior notice only if Owner/Agent reasonably believes that an emergency exists, such as fire, broken water pipe, or that the Premises has been abandoned.

12) Assignment/Subleasing/Release (SEE POLICY ADDENDUM)

Resident(s) shall not assign this Lease, or sublet any portion of the leased Premises, for any part or the full term of this Lease without prior written consent of Owner/Agent. Owner/Agent agrees to release Resident(s) from this Lease if Resident(s) finds a replacement tenant(s), approved by Owner/Agent, who will sign a new lease for the remaining term of this Lease. Owner/Agent shall exercise good faith and reasonableness in approving replacement tenant(s).

13) Noise and Nuisance (SEE RENTAL UNIT DISCLOSURE)

Resident(s) agrees not to make any excessive noise or to create any nuisance such as will disturb the peace and quiet of neighbors.

14) Rules and Regulations (SEE POLICY ADDENDUM)

Resident(s) agrees to abide by all rules and regulations in effect at the time of signing this Lease (a copy of which is attached to and hereby-made part of this Lease) and to such amended rules or regulations, which Resident(s) agrees to in writing.

15) Check-in/Check-out Sheet

A check-in/check-out form will be provided to Resident(s) upon move in. Resident(s) agree to complete and sign this form within seven days of occupancy in order to help protect both parties. *(If check-in/check-out form is not returned to Agent, Resident(s) may be held responsible for pre-existing conditions.)*

16) Furnishings

If the Premises are furnished, a separate inventory of the furnishings, including their condition, may be attached to this Lease. Both parties should complete and sign this form within seven days of occupancy in order to help protect both parties.

17) Repairs and Maintenance

Rental property in the city of Boulder is required to have a rental license. In order to have a rental license; the property must be in compliance with the City of Boulder Housing code, which establishes minimum health, safety, and maintenance standards for housing in the City. If repairs are required in order for the Premises to be in compliance with the Boulder Housing Owner/Agent shall be responsible for making such repairs. Owner shall be responsible for payment of any costs of such repairs unless the negligence or willful acts of the other party to this lease necessitated the repairs. If Resident(s) believes repairs are necessary, Resident(s) should contact the Boulder Housing Inspection Division (303 441-3152) to request assistance. Resident(s) shall pay reasonable charges (other than for normal wear and tear) for the repair of damage to the Premises or common areas caused by the negligence or willful acts of Resident(s), members of Resident's household, or Resident's guests. Excessive damage to the Premises by Resident(s), members of Resident's household or Resident's guests shall be grounds for Owner/Agent to evict Resident(s).

18) Constructive Eviction

When conditions beyond the control of Resident(s) cause the Premises to become legally uninhabitable, and when Owner/Agent is responsible for remedying those conditions but does not do so within a reasonable time after notification by Resident, Resident(s) may vacate the Premises, terminate this Lease, and owe no future rent. It is recommended by Agent that Resident(s) consult legal counsel prior to exercising the remedy of constructive eviction.

19) Outside Maintenance (SEE POLICY ADDENDUM)

A. Resident shall be responsible for the routine care and maintenance of the yard and outside areas of Premises as follows:
Mowing lawn ____ Watering lawn, and trees ____ Removing weeds ____ Raking leaves ____

Removing snow from: Sidewalks and walkways ____ Driveways ____ Parking areas ____
All decks, porches, patios and stairs ____ .

The routine care and maintenance of items listed above but not checked shall be the responsibility of Owner/Agent.

B. Resident's obligation to perform any task set forth in Paragraph 19.A is subject to Owner/Agent supplying Resident with equipment appropriate to the task as follows: Lawn mower ____ Hoses and sprinklers ____ Rake ____ Snow shovel ____
Sprinkler system ____ Other: _____ .
Resident(s) shall be responsible for notifying Owner/Agent of any equipment malfunctions.

20) Alterations to Premises

Resident(s) agrees that before making alterations or repairs to the Premises including, but not limited to painting, adding or changing door locks, altering landscaping, etc., advance written consent of Owner/Agent will be obtained.

21) Pets (SEE POLICY ADDENDUM)

No pet shall be allowed without the prior written consent of Owner/Agent. _____ .

22) Parking

Garage ____ Carport ____ Assigned ____ Unassigned ____ Street ____ Other: _____ .

Vehicles with expired license tags, missing plates or vehicles which are determined by Agent to be inoperable, abandoned or improperly parked on the Premises will be towed at the vehicle owner's expense.

23) Insurance

Owner/Agent's insurance does not cover Resident's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Resident(s) desires to insure personal possessions or to insure against Resident's personal liability, renter's insurance must be obtained.

24) Attorneys' Fees

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.

25) Liability

Resident(s) will only be liable for the injury to any person or damage to any property caused by the negligence or willful acts of Resident(s). Owner/Agent will only be liable for the injury to any person or damage to any property caused by the negligence or willful acts of Owner/Agent (according to applicable law).

26) Subordination

This lease shall be subordinate to all existing and future mortgages and deeds of trust upon the property.

27) Waiver

Any waiver, by either party or any breach of any provision of this Lease shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this Lease.

28) Severability

The unenforceability of any provision or provisions of this Lease shall not affect the enforceability of any other provision(s).

29) Joint and Several Liability

If this lease is signed on behalf of Resident by more than one person, then the liability of the persons, so signing shall be joint and several. The language "joint and several" means that if more than one person has signed this 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, except where expressly otherwise agreed between Owner/Agent and Resident(s). For example, one person signing this Lease may be liable for any or all damages to the Premises, even if caused by another person signing this Lease; and one person signing this Lease is liable for the total amount of rent due, even though other persons have also signed this Lease.

30) All parties to this Lease agree that facsimile (fax) signatures shall be binding until originals can be obtained.

Execution of this Lease by Four Star Realty & Property Management, Inc., is contingent upon verification, approval and acceptance of applicant's rental and employment references and/or receipt of a signed lease guaranty from qualified party.

31) Lease Guaranty Agreement needs to be returned to Four Star Realty by January 26, 2010 to 12:00 noon , or lease may be voided at Four Star realty's discretion. Tenant will be charged 50% releasing fee per paragraph 12 of the lease. Tenant will forfeit all application fee(s), holding fee(s) and all security deposit for removing the property from the rental market. Tenant will be responsible for all rental payments until the property has been released and any costs associated with the re-renting of the property.

32) Signatures/Amendment of Lease

This Lease contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties.

By signing this Lease, Resident(s) acknowledges that AGENT has advised that this Lease has important legal and tax consequences and that AGENT has recommended Resident(s) consult with legal and tax counsel before signing this Lease.

Signed this _____ day of January 2010 AT _____

Agent, Four Star Realty & Property Management, Inc.

Resident(s)

Four Star Realty Policy Addendum to Boulder Model Lease

(This addendum is an integral part of the attached lease.)

Reference Paragraph #1: Resident(s) Agrees - If more than one Resident occupies property, Resident(s) agrees to pay rent with one check. Failure to comply with this policy will result in an additional charge of \$100 paid by the Resident(s) per occurrence.

Reference Paragraph #3: Term - Move in time is 12:00 p.m. on the date of lease commencement. If said premises are not ready for occupancy at the time above provided, or if by reason of the holdover of a previous occupant, possession is delayed, or as a result of any other cause or reason beyond the control of Agent the Resident(s) shall be unable to enter into and occupy the leased premises at the time above provided, the Agent shall not be liable in damages therefore, but during such periods of delay, the rental herein shall be abated. If Agent is not able to deliver possession of the lease premises to Resident(s) within ten (10) days of the date named for the commencement of said term, the Resident(s) may cancel and terminate this lease by giving written notice to Agent.

Reference Paragraph #3(b): Resident(s) understand and acknowledge that the Agent is not obligated to notify them that their property will be pre-leased beginning any time after the start of this fixed lease term. If the Resident(s) wish to renew their lease beyond the fixed term stated in this lease, they must notify the Agent prior to January 1st during the term of this lease, or the Agent will automatically being showing the property in efforts to pre-lease the property for the period following expiration of the term.

Reference Paragraph #4: Rent Payments - All charges in conjunction with unit including utilities, maintenance, etc. shall be deemed additional rent and shall be due and payable with the following month's rent. Following month's rent shall be the month succeeding notice of amounts due. Resident(s) shall incur and be charged late rent fees paid by the Resident(s) in the amount of \$20 per day, if rent is not received by 5:00 pm on the 3rd day of each month. Resident(s) agree to pay a 3-day posting fee in the amount of \$50 per occurrence, as set forth in paragraph 5 below, in addition to other amounts due.

Such fee may be collected immediately by Agent, or at Agent's option, such may be withheld from Resident's security deposit. Late fees may be waived only if Agent agrees in writing. Resident(s) can request such waiver by notifying Agent on or before the rental due date and mutually arranging an alternative payment date. Any check returned to Agent for insufficient funds will be subject to all applicable late fees from the due date of the rental payment.

Reference Paragraph #4(C): Utilities and Services - Resident agrees to pay any applicable transfer of service fees for Public Service at time of move-out or it will be deducted from the security deposit.

Reference Paragraph #5: Resident(s) agree to pay a \$50 paid by the Resident(s) to Agent in the event that Agent has to draft and post at premises a 3-Day Compliance or Demand of Possession letter any time the account balance of the Resident(s) exceeds \$50.00. Resident(s) further agrees to pay a \$50 paid by the Resident(s) to Agent in the event that a lease violation occurs on the part of the Resident(s) and Agent must post any kind of lease violation warning letter at the premises.

Reference Paragraph #6: Security Deposit - Owner/Agent at Owner/Agent's option, may use Resident's security deposit during the term of this Lease to fulfill Resident's obligations under this Lease including payment of rent and, performance of necessary repairs or maintenance to the Premises, furniture or furnishings which may become necessary due to the negligence of the Resident(s), members of Resident's household or Resident's guests. To the extent that all or any portion of the security deposit is depleted pursuant to this paragraph, Resident(s) shall replenish these funds up to the original amount of the security deposit within (10) ten days of their receipt of written notice from Owner/Agent of the amount of their obligations. Failure of Resident(s) to replenish the security deposit within ten days shall constitute a breach of this Lease and grounds for eviction. Resident(s) hereby acknowledge that the Agent is holding the security deposit.

Reference Paragraph #7(A): Resident(s) shall deliver possession of the Unit at the expiration or termination of the Unit Lease. Acceptance of rent after the expiration of this Unit Lease shall not be considered as a renewal. Resident(s) agrees to pay Owner \$200.00 per day as additional rent if Resident(s) remain(s) in unit after 12:00 p.m. on the termination date of the lease. Resident(s) will be considered a tenant at sufferance and Owner will immediately proceed with a Demand for Possession. In the event Resident(s) holds over beyond the expiration date of this Lease without the written consent of Owner/Agent this Lease shall not be deemed renewed. Resident(s) shall be liable for a daily holdover charge of up to \$200.00 per day plus any other losses suffered by Owner/Agent and any person or persons waiting for Resident(s) to vacate in order to take possession of the Premises under a new lease. If Owner/Agent obtains a judgment against Resident(s) in a legal proceeding commenced because Resident has continued to occupy the premises after the lease term has expired, Resident agrees to pay holdover charges of \$200 per day, in addition in addition to any other damages awarded to Owner/Agent and in addition to attorneys fees or court fees that the court awards to Owner/Agent.

Reference Paragraph #8: Occupant Changes - Any change in occupancy must be reported to Agent immediately. If a replacement occupant(s) is needed a rental application from Four Star Realty & Property Management, Inc. must be completed and new occupant(s) must be approved by Agent prior to the new occupant(s) move in.

Read and Understand this page - Resident(s) _____

Reference Paragraph #11: Privacy - If the Premises is listed for sale or lease during the term of this Lease, Resident(s) agrees to allow showings, appraisals, and any other appointments related to the sale or lease at any time during this Lease. Resident(s) agree to cooperate fully and in good faith with such marketing efforts and to maintain the Premises in marketable condition during the marketing period. Resident(s) understand and acknowledge that showings of the leased property will be permitted at Agent's discretion with or without prior notification. Resident(s) also understand and agree that premises shall be clean and in reasonable showing condition or Agent will hire a contractor of Agent's choice to clean the premises at the Resident's expense.

Reference Paragraph #12: Assignment/Sublease/Release (re-leasing fee)- Owner/Agent agrees to allow Resident(s) to re-lease Premises providing Owner/Agent approves terms and replacement tenants. Resident(s) agree to pay Agent an administrative releasing fee paid by the Resident(s) equal to 50% of one months rent. This re-leasing fee paid by the Resident(s) as liquidated damages is due prior to commencing Resident(s) releasing efforts and whether or not Agents releasing attempts succeed. Resident(s) also agrees to pay all other expenses associated with re-leasing of the premises, including but not limited to advertising, carpet cleaning, re-keying, general cleaning, repairs and transfer of utilities. This re-leasing fee which is neither a Lease Contract cancellation fee nor a buyout fee, does not release Resident(s) from continued liability under said terms of this Lease. Rather, the re-leasing fee covers, Agents time, effort and expense in finding and processing a replacement tenant. The Premises is not re-leased until a new lease with a new tenant is signed and a new security deposit has been paid. All other costs associated with re-leasing the Premises, as stated above, are the responsibility of the Resident(s). Resident(s) shall be responsible for paying any rental promotion necessary to re-lease the Premises.

Agent is under no obligation to take on re-leasing of the Premises for the Resident(s). If this Lease is changed at the request of the Resident(s) and agreed to by the Owner/Agent this Lease shall be subject to a \$200.00 lease change fee paid by the Resident(s). This fee paid by the Resident(s) must be paid prior to adding or subtracting any party from this Lease. If all Residents change at one time during the term of this Lease the prior listed "re-leasing fee paid by the Resident(s)" and all of its terms shall apply. A re-leasing fee paid by the Resident(s) equal to the highest months rent during the term of this Lease must be paid to Agent if Resident(s): (1) Vacate during the lease term without Owner/Agent written approval and without paying rent in full for the entire term of this Lease or renewal period. Or (2) Vacate at Owner/Agent demand because of Resident(s) default, or (3) Resident(s) are judicially evicted. Resident(s) re-leasing the Premises that received a rent promotion at move in, in exchange for a full lease term, must refund the full amount of the promotion given prior to Agent executing a lease with new tenant(s).

Reference Paragraph #14: Rules and Regulations - In the event the subject rental property is a member of an HOA, Resident(s) agrees to obtain and to be bound by the Declarations, Bylaws, and Rules of the HOA. Failure to comply with these terms and provisions shall constitute default under this Lease.

Reference Paragraph #14: Smoking - Resident(s) agree that the leased Premises is a non-smoking Premises. No Resident, member of Resident's house hold or Resident's guests will be allowed to smoke on the Premises unless specific authorization in writing is given by Owner/Agent under this Lease. Resident(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; the cost of which will be deducted from the Resident's security deposit.

Reference Paragraph #15: - Resident(s) have hereby been informed that Owner/Agent will not perform a move-in or move-out walk through inspection with the Resident(s). Resident(s) are responsible for the documentation of all damage upon move-in and the condition upon move-out. Owner/Agent recommends the use of pictures to document move-in and move-out condition.

Reference Paragraph #17: A \$50 damage inventory fee paid by the Resident(s) will be deducted from the security deposit if any damage that is the responsibility of the Resident(s) exists at move out, including but not limited to the need for cleaning, painting, or general repairs

Reference Paragraph #19: Outside Maintenance - Outdoor maintenance shall be performed in conjunction with, and up to the standards of, local housing codes and ordinances. Agent has the right to have outside maintenance performed at the Residents expense if Resident(s) does not perform up to standards as here to set forth. If this Lease specifies the Resident(s) are required to mow and water lawns, Resident(s) agree to mow lawns a minimum of once per week, and water in accordance with locally designated "watering" days or as needed during dry weather periods.

Resident(s) will be held responsible for damage to the lawn if regular watering is not performed. The Agent will not hire any contractors to perform watering at any time. If the Premises has a sprinkler system, Resident(s) may not tamper with or change the settings on the sprinkler system at any time. Resident(s) will be responsible for all water utility bills including irrigation water if applicable.

If mowing is not performed on the schedule of once per week, the Agent will hire contractors to have the lawn mowed at the Resident(s) expense weekly. No notice will be given to the Resident(s) in the event that said contractors are hired to mow the lawn. The minimum charge for lawn mowing is \$30 per occurrence. Resident(s) that are not deemed responsible for lawn maintenance under Paragraph 19, shall be responsible for costs incurred for water used by the irrigation system to the extent and/or percentage that they are responsible for payment of domestic water use.

Snow shoveling will be automatically contracted by the Agent upon each snowfall. The Residents will be charged reasonable market rates for snow removal based upon the size of the premises and the amount of snowfall.

If the Premises is located within a complex that has a Home Owner Association, Resident(s) will not be held responsible for any watering, mowing, or shoveling.

If the Premises are located in a complex with more than one unit, all Resident(s) will remain responsible for watering, mowing, and shoveling. Any applicable charges that are the responsibility of the Resident(s) associated with exterior maintenance will be billed back to each unit on the Premises equally regardless of size or number of occupants.

Maintenance Requests All maintenance requests must be made in writing to hillmaintenance@fourstarrealty.com unless the maintenance issue is a genuine emergency. Maintenance requests that are not made in writing that are not an emergency may not be attended to in a timely manner. If maintenance issues have not been addressed within two business days of being reported to the Owner/Agent, the Resident(s) are required to follow up with the Owner/Agent at that time.

Delay of Occupancy: If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, Owner/Agent shall not be liable for the delay. This Lease will remain in force subject to: (1) Abatement of rent on a daily basis during delay; and (2) Resident(s) right to terminate as set forth below. If the delay is longer than 10 days, Resident(s) have the right to terminate this Lease. Termination notice must be in writing. After termination, Resident(s) are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease termination does not apply if delay is for cleaning or repairs that do not prevent Resident(s) from occupying the Premises.

Carpet Cleaning: Upon vacating the property, Agent shall contract for professional carpet cleaning at the Resident's expense. Cost of cleaning will be deducted from the Resident's security deposit. If the Resident(s) contracts to clean the carpet on their own, cleaning must be performed by a reputable company using a truck mounted carpet cleaning system, Agent reserves the right to re-clean the carpets if necessary with the contractor of Agent's choice.

Touch up Painting: Upon vacating the property, agents shall contract for touch up painting at the owners expense up to \$50.00. Resident(s) agrees to pay any additional touch up painting costs. Cost of touch up painting will be deducted from resident(s) security deposit. If resident(s) touch up paint on their own, agent reserves the right to re-paint if necessary with the contractor of agent's choice. Touch up painting shall include but is not limited to painting entire walls, rooms, or the entire property if necessary.

Cleaning: Upon vacating the property, agents shall contract for deep cleaning at the resident(s) expense if deemed necessary by agent. Resident(s) agrees to pay any cleaning costs, which will be deducted from resident(s) security deposit. If resident(s) clean on their own, agent reserves the right to re-clean if necessary with the contractor of agent's choice.

Lockouts: There will be a charge of \$50.00 to meet you at the property if you are locked out or lose your keys during office hours. Resident(s) are responsible for contacting a locksmith for after hour lockouts. Please be prepared to have identification for the locksmith, who may require you to confirm the residence is one you are permitted to enter.

Trash: If owner/Agent is required to pick up litter or other debris left outside a unit/house and/or trash receptacles (dumpsters, carts, totes, etc), Resident(s) agree to pay a \$55.00 fee per occurrence. This includes but is not limited to porches, patios or balconies, and entryways which should be clean and free of debris at all times. Residents are responsible for placing trash in the proper trash and/or recycling receptacles. In multi-unit dwellings, residents(s) are responsible for trash in the direct vicinity of their unit and any charges for the removal of trash in common areas or common areas of the yard will be split amongst all tenants. Residents have been hereby informed that the Agent will perform regular inspections of the exterior of the property.

Rooftops: Use of rooftops is strictly prohibited and will result in eviction and \$1000 fee paid by the Resident(s) as liquidated damages.

Balconies: Balconies must remain free of debris, trash, charcoal and/or gas grills, kegs, and any items besides non-combustible patio furniture.

Water Beds: Water beds are allowed with the provision tenant assumes all responsibility for any damage that may occur to the premises as the result of said use and provides a proof of insurance receipt.

Administrative charges: Resident(s) agree to pay an administrative fee to Agent of \$200 per hour for any time that the Agent has to spend in court related to any fines, tickets, or summons related to acts of the tenants. Resident(s) agree to pay such charges upon receipt of a statement from Owner/Agent itemizing such charges.

Resident(s) agree to pay and administrative fee paid by the Resident(s) to Agent of \$200 as an eviction processing fee if the Resident(s) is evicted.

Read and Understand this page - Resident(s) _____

Resident(s) Acknowledgement of Security Policy

- 1.) **No Representations.** Resident(s) acknowledge that neither Owner nor Agent has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures.
- 2.) **No Warranty or Guarantee.** Resident(s) acknowledge that neither Owner nor Agent warrants or guarantees the safety or security of Resident(s), members of Resident's household or Resident's guests against the criminal or wrongful acts of third parties. Each Resident, member of Resident's household, and Resident's guests are responsible for protecting his or her own person and property.
- 3.) **No Reliance on Security Devices or Measures.** Resident(s) acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore Resident(s) acknowledges that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

Candles and open flames: Resident(s) agree to use extreme caution and never leave an open flame unattended at the premises, which includes but is not limited to candles, wood burning fires, gas fires, and gas/charcoal grills. Tenants will assume all liability and responsibility for damages related to their use of an open flame of any kind.

Early Possession: Resident(s) agree that carpet cleaning, cleaning of the unit, touch up painting, and any maintenance issues may not be completed due to the Resident(s) request to take possession prior to the original lease start date. Resident(s) agree that if the carpet cleaning, cleaning of the unit, touch up painting, and any maintenance issues were not done before they took possession, they will be responsible for payment of these services at the termination of the lease.

Screen Doors: Due to frequent damage by tenant abuse and weather conditions, screen doors and or storm doors of any kind will not be replaced. If damaged at any time, they will be removed and not replaced.

Rodent or Pest Infestation: Resident(s) are responsible for initiating the treatment of any rodent or pest infestation. If attempts made by the Resident(s) to rectify the problem do not succeed, the Resident(s) are responsible for contacting the Agent, who will then contact a pest control specialist. If the rodent or pest infestation is caused by the actions of the Resident(s), including but not limited to the Resident's cleanliness, lifestyle, or pets, the Resident(s) will be charged in full for the costs of these services. Agent has made the Resident(s) aware that pet food supplies are a primary cause of rodent infestation.

Vandalism: Any reports or claims of vandalism to the premises must be made to the police department within 24 hours of the incident. Resident(s) will be held responsible for any damage to the premises caused by acts of vandalism if the incident is not reported within the required time frame. Any incidents of vandalism reported to the Owner/Agent that were reported to the police department within 24 hours will be investigated by the Owner/Agent, on a case by case determination will be made by the Owner/Agent as to who is responsible for the cost of the damage.

Charges for Repair / Cleaning Addendum #3 We are owners and agents and not a cleaning company, we would prefer to refund your entire Security Deposit. When you give notice to vacate you may request our cleaning / repair guidelines. If cleaning is not completed or done at time of move out by Resident(s) at termination of this Lease, Resident(s) authorizes Agent to have cleaning / repairs contracted. Resident(s) agrees that all costs incurred for cleaning and repairs will be withheld from Security Deposit, and Resident(s) may also be charged additional rent, plus a \$200 per day if Owner/Agent cannot re-rent the premises because of the need to clean and/or repair damage caused by Resident(s)..

Estimate Labor and Replacement Costs: Should the below listed repairs and or cleaning be necessary or required due to Resident(s) occupancy of Unit the corresponding charges will be made against the Security Deposit. These are estimated costs and may vary from time to time. Resident(s) understands that there will be no notice to Resident(s) in the event of a change in these costs. Resident(s) understands that repairs and/or replacement items are not limited to list below, and all damages caused by the Resident(s) are subject to a charge against their security deposit.

Labor Rates

Carpet Cleaning	\$0.58 /Sq Ft
Cleaning	\$35.00 per hour minimum
Painting	\$40.00 per hour minimum plus paint
Maintenance	\$65.00 per hour minimum plus materials
Lockout Service	\$50.00 (daytime) \$75.00 Nights / Weekends / Holidays minimum

Replacement costs

Failure to return keys or to Re-key locks	\$75.00 ea
Broken or damaged locks / replacements	\$50.00 ea.
Copy of key	\$10.00 ea.
Repair or Replace any part of door Jamb	\$150.00 ea. plus labor
Window / Glass Door / All Door Replacement	\$ Cost Plus Labor
Towel Bar, Toilet Paper Holder	\$25 Cost Plus Labor
Ceiling Fans / Light Fixtures	\$ Cost Plus Labor
Re-screening Sliding Glass Screen Door	\$100.00 ea. plus labor
Replace Sliding Glass Screen Door	\$200.00 ea. plus labor
Screen Repair	\$60.00 ea.
Screen Replacement	\$60.00 ea.
Special Bulbs	\$6.00 - \$12.00 ea.
Light Bulbs	\$5.00 ea.
Stove Rings and Pans	\$6.00 ea.
Broiler Set	\$30.00 ea.
Exterior Light Covers	\$30.00 ea.
Exterior door mats	\$20.00 ea.
Ice Trays	\$5.00 ea.
Snake Drain	\$200.00 per occurrence
Mini Blinds	\$50.00
Vertical Blinds	\$200.00
Cabinets	Costs Plus Labor
Copy of Paper work and or lease	\$20.00 ea. Copied / faxed / mailed
All Prices are Subject to change without notice	If maintenance person is dispatched Resident(s) agrees to pay all charges.

Resident(s) must have a zero balance owing on their account with Agent before they can receive keys on the first day of their lease, or sublease to their Unit. Keys will not be rendered until all paperwork is received including but not limited to lease guarantee agreements if applicable and there is a zero balance in Resident(s) account.

No upholstered furniture will be allowed on the exterior of the Unit or Premises, including porches, decks, roofs, and lawns. Furniture left in these areas will be removed by Agent and a \$50.00 minimum fee will be charged to Resident(s) for removal of each upholstered furniture.

No empty bottles, cans, trash, glass or garbage of any kind will be left on Premises, including but limited to surrounding areas and property. Clean up of all debris, bottles cans, trash, glass and garbage must be completed during and after all entertaining. Clean-up must be complete before 6:00 a.m. the morning after a night of entertaining. A \$50.00 minimum clean up fee will be enforced if Agent must provide for further clean-up.

Do not flush anything except bodily waste and toilet paper down the toilet. Dispose of sanitary products (even tampons) by placing in a plastic-lined waste can. Never flush harmful items, including, but not limited to sanitary products, paper towels, facial tissues, diapers, condoms, dust, rubbish, coffee grounds in toilet. If your toilet clogs you will be charged for repairs.

Do not over load clothes washers! A small article may slip over the edge of the washer tub and block the hose or pipe. Once the washer has begun to agitate do not add items to washer.

The Agent and Owners encourages all Resident(s)'s to recycle.

Damage caused by third parties or unknown persons are the responsibility of the Resident(s). Any damage to the Premises caused by Resident(s), his guests, movers, or employees carrying articles in or out or through halls and entrances, shall be paid for by Resident(s) at the time of the damage.

Hooks shall not be installed in the ceiling for any purpose: i.e. hanging speaker, plant, lamps etc. Absolutely no holes may be made in ceiling.

Only picture hooks shall be used (no stick-ons) to hang pictures, mirrors and decorative items on the walls.

Read and Understand this page - Resident(s) _____

Absolutely Prohibited is the installation of cables, cable wires, wires, aerials, antennas for radios or television, ropes, satellite dishes etc., on the roof, decks or other parts of the building. Resident(s) agree to pay Owner/Agent a \$200 fee each time any unauthorized cables, cable wires, wires, aerials, antennas for radios or television, ropes, satellite dishes are discovered installed on or in the Resident's premises. Resident(s)'s are not permitted on building roofs or allowed to attach anything or authorize another company or party to attach anything to the roof.

No automobiles, trailers, boats, motorcycles, or campers shall be stored, washed or repaired on the Premises. Resident(s)'s only are allowed to park within the complex. Unauthorized vehicles will be towed at vehicle owner's expense. Motorcycles are to be parked in assigned areas only. Inoperable vehicles, vehicles without current registration and vehicles infrequently moved will be subject to towing at vehicles owners expense.

If your smoke alarm chirps you are required to change the 9-volt battery. You are prohibited from dismantling it.

Do not turn furnaces or boilers completely off during cold weather months. Your Unit must maintain a temperature above freezing, even if you are not there. All damage due to broken or frozen pipes because furnaces and or a boiler were shut off will be the responsibility of Resident(s). Resident(s) will be charged all labor and material costs for repairs. This is not a fee.

CO detectors have been installed in the Premises for your safety. If you do not have an operational CO detector in your unit at any time, please notify the Agent immediately. Resident(s) shall be prohibited from tampering or dismantling a CO detector installed at the Premises at any time. The replacement cost of a CO detector damaged or removed by the resident will be \$75 deducted as liquidated damages from the Resident's security deposit, and will be replaced immediately upon discovery by the Agent. If a CO detector alarm sounds at any time during your tenancy, contact the City of Boulder Fire Department immediately by calling 911.

All Leaking faucets: - Toilets, faucets, appliances, windows, fireplaces defects and/or potential defects on the premises not in good working order shall be reported to Agent immediately in writing. Resident(s) will be charged for any damage resulting from negligence in reporting defects on the premises, including but not limited to excessive water bills.

Reference Paragraph #21: Pets - If Resident(s) are found to have a pet on the premises in violation of section 21 of this lease, Resident(s) shall pay \$200 per day paid by the Resident(s) as liquidated damages until the pet is permanently removed from the premises. Unannounced daily inspections will occur until it is determined by the Owner/Agent that the unauthorized pet has been removed permanently.

Resident(s) agrees that Agent shall contract for the carpets to be professionally cleaned, deodorized and a black light inspection performed upon move out. Resident(s) agrees to pay for carpet cleaning, deodorization and black light inspection. In the event Resident's pet(s) causes damage to the carpets, Resident(s) acknowledges that "treatments" to carpets may not be an effective cure for pet damage, and Resident(s) agrees that Owner/Agent at Owner/Agent discretion may deem "replacement" as the appropriate cure for damage with similar grade carpet and pad regardless of age/condition of original carpet. In the event that Resident's pet(s) causes damage to any other part of the Premises, including but not limited to hardwood flooring, doors, trim, furnishings, fixtures, lawn, plants, trees, etc. Resident(s) acknowledges that an assessment of damage will be necessary and that Agent will seek professional advice and recommendations. Resident(s) agrees to pay all costs associated with and including the cost of any replacement or repairs. Owner/Agent will exercise good faith and reasonableness in determining whether replacement and or repairs is necessary. The Owner upon conditions of Paragraph 6G of this Lease shall hold any additional security deposit. The additional security deposit paid pursuant to this Addendum shall in no way limit the liability of the Resident(s) to Owner/Agent for the actual cost of any cleaning and repairs made as a result of the presence of any animal kept on the Premises pursuant to this Addendum.

Resident(s) shall be responsible for maintaining the leased Premises and adjacent yard or grounds free from animal excrement. In the event the Resident(s) fails to maintain said areas free from animal excrement, the Owner/Agent may, at Owner/Agent option, perform such maintenance and charge the cost thereof to the Resident(s). Resident's repeated failure to perform such maintenance shall be grounds for termination of this Lease.

All dogs must be kept on a leash when in the company of Resident(s) outside the leased Premises, and must be otherwise restrained or confined when not accompanied by Resident(s) outside the leased Premises, and Resident(s) specifically agrees not to permit the dog to run at large or to permit any pet(s) to annoy, inconvenience, or cause any discomfort whatsoever to any other Resident(s) or neighbors. No pets are allowed to reside or visit without prior written consent of the Owner/Agent. Violation of this policy subjects Resident(s) to a charge against the security deposit up to \$1000.00, plus charges for any damage caused by the pet(s) including replacement of carpet, pad, and/or subfloor if necessary.

All pets must currently be immunized against rabies and distemper, properly licensed & spayed or neutered. The Resident(s) hereby agrees to indemnify Owner/Agent and hold it harmless from any liability or damage arising from the Resident's failure to comply with this paragraph. Resident(s) agrees to provide proof that they are in compliance with the above prior to move in.

The pet or pets to be allowed is as follows

Number allowed: _____

Type/Breed: _____

Weight: _____

Color: _____

Type/Breed: _____

Weight: _____

Color: _____

I/We have read and understand the above guidelines and agree to abide by them.

Resident: _____

Date: _____

Resident: _____

Date: _____

Resident: _____

Date: _____

Resident: _____

Date: _____

BY: Four Star Realty and Property Management

Date: _____

Read and Understand this page - Resident(s) _____

RENTAL UNIT DISCLOSURES

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

Residents understand that the City of Boulder ordinances are subject to change. Agent agrees to make residents aware of any such changes and Resident agrees to comply with all changes in ordinances and/or laws promulgated by the City of Boulder

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

- A. The dwelling unit you will be renting or leasing at the address of _____, CO _____ may be occupied by no more than 1 unrelated persons.
- B. Under the current lease or rental agreement, the only people permitted to occupy the dwelling unit are _____ and _____.
- C. City of Boulder laws permit a renter or lease holder to have a temporary house guest. However if any guest becomes a resident of the apartment or dwelling unit, and if this produces a violation of the legal occupancy limit, a criminal prosecution can result.
- D. Violations of the occupancy laws of the City of Boulder can result in criminal prosecutions and fines of up to \$2,000.00 for each day in violation.

INTEREST ON SECURITY DEPOSITS

Interest on security deposits will be paid at the yearly rate specified by the city of Boulder.

NOISE ORDINANCES

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

- 1. **Disruption of Quiet Enjoyment of the Home, Section 5-3-8, B.R.C. 1981.** This focuses on individuals who engage in loud behavior that disrupts a neighbor who is in his or her own home.
- 2. **Unreasonable Noise, Section 5-6-1, B.R.C. 1981.** This is 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 5-6-1, B.R.C. 1981.** This is based upon measuring sound levels with meters. Noise must not exceed 55 decibels between 7:00 a.m. and 11:00 p.m. in a residential zone. This is equivalent to a speaking voice on the street.

FIREWORKS ORDINANCE

Fireworks, Section 5-6-6, B.R.C. 1981: Except for police, military and certain other personnel described in Boulder's Code, it is illegal for anyone to possess fireworks in any public or private place or to explode fireworks anywhere within the City of Boulder without 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 \$1,000.00 and 90 days in jail.

Read and Understand this page - Resident(s) _____

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 from the property on at least a weekly basis. The trash contract on this property is the responsibility of TENANT. Boulder law dictates that trash and/or recyclables cannot accumulate outside of receptacles for longer than 12 hours. In addition, all trash and recyclables can be put out no more than 12 hours prior to pick up and all empty receptacles must be removed from curbside within 12 hours of pick-up. Violations 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 agent.

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.

**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 Owner/Agent to substantial penalty and loss and substantially endanger the property of the Owner/Agent. Consequently, all Tenants hereby acknowledge that any violation of any federal, state or local regulations, law or ordinance by any person at the premises shall constitute Substantial Violation of the terms of the lease, as defined by C.R.S. 13-40-107.5 and entitle that Owner/Agent 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 ordinance including, but not limited to those referenced in this Addendum and shall cause any other person at premises to do the same. Each Tenant hereby indemnifies and shall hold the Owner/Agent 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 the lease. Tenant also hereby indemnifies and shall hold harmless from any and all liability, fines, penalties, losses, and damages associated with any claimed violation of any regulation, law, or ordinance by the Owner/Agent, during the term of the lease, if such violation is in any way related to the behavior, residency, or presence of any person at the premises, other than the Owner/Agent, including but not limited to, claims that the Owner/agent 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 of assignee of Owner/Agent, and shall include any cost and attorney fees of Owner/Agent in defending such claims enforcing this Addendum.

I have read and understood 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 (sign): _____	Date: _____
Tenant (sign): _____	Date: _____
Tenant (sign): _____	Date: _____
Tenant (sign): _____	Date: _____

Read and Understand this page - Resident(s) _____

Mold Addendum

This Mold Addendum is made January 26, 2010 (date) by Four Star Realty ("Agent") and _____ ("Resident") and made part of that CAA Apartment Lease of even date herewith (the "lease"). Except as specifically modified by this Mold Addendum, the terms of the Lease and any other attachments thereto shall remain in full force and effect.

Resident Obligations Regarding Mold

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

Resident shall immediately and consistently remove all visible moisture from all surfaces in the apartment.

Resident 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.

Resident shall immediately inform Owner in writing of any water leaks or signs of water leaks as well as any missing grout or caulk in tiled areas.

Resident shall reasonable prevent and shall immediately clean and dry all plant watering overflows, beverage spills, cooking spills, pet urination, and overflows form fixtures and appliances.

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

Resident shall not allow damp clothes and towels to accumulate and shall consistently hang towels on towel racks to allow them to dry.

Resident shall keep all windows and doors closed during adverse weather and when the apartment is unattended.

In the event of visible accumulation of mold on hard surfaces. Resident 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, resident shall apply a spray on type biocide (such as Lysol Disinfectant or Pine-Sol Disinfectant) in accordance with the product's instructions and labeling.

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

Owner Obligations Regarding Mold:

Upon written notification by resident, Owner shall within a reasonable time, repair water leaks in the apartment, provided such leaks are not caused by the misuse or neglect of Resident, or any Occupants, guest or invites of Resident, or by any violation of the Lease or this Mold Addendum by Resident, or any Occupants, guest or invites of the Resident.

Upon written notification by resident, Owner shall within a reasonable time, clean or apply biocides to visible mod on porous surfaces such as sheetrock walls and ceilings, provided such visible mold has not been caused by the misuse or neglect of Resident, or any Occupants, guest or invites of Resident or by any violation of the Lease or this Mold Addendum by Resident, or any Occupants, guest or invites of Resident.

Remedies:

Owner does not warrant or represent that the apartment shall be free from mold.

A breach of this Mold Addendum by Resident shall be material violation of the Lease allowing Owner to recover possession of the apartment, following Demand for Possession or Compliance in accordance with stat law, and all other rights and remedies contained in the Lease.

In the event of a breach of this Mold Addendum by Owner, Resident's sole and exclusive remedy shall be to immediately vacate the apartment and Resident's obligations to continue to pay rent shall terminate on the date Resident deliver possession of the apartment to Owner. Owner shall in no event be held liable for consequential damages such as damages to Resident's personal property, or claims of adverse health conditions associated with exposure to mold.

Read and Understand this page - Resident(s) _____

Warranties, Indemnifications and Releases:

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

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

Agent:

Resident:

Read and Understand this page - Resident(s) _____

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 disclosure, landlord includes sublandlord and tenant also 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 landlords 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: A 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 the 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: _____, COLORADO or real estate which substantially meets the following requirements:

Student rental Property _____

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

CHECK ONE BOX ONLY

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

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 Listing - 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 ACKNOWLEDGEMENT:

Tenant acknowledges that Buyer has received this document on _____

Tenant

Tenant

BROKER ACKNOWLEDGEMENT:

On _____, Broker provided _____

(Tenant) with a copy of this document via _____ and retained a copy for Broker's records.

Brokerage Firm's Name: **Fourstar Realty & Prop. Mgmt., Inc.**

Broker