

BINDING LEASE AGREEMENT

This binding lease agreement ("Lease") utilizes the following defined terms throughout:

Landlord: SADLER COMPANY

Landlord contact: OFFICE PHONE: 303-447-8500 MAINTENANCE PHONE: 303-380-0203
MAILING ADDRESS: 2525 ARAPAHOE AVE., SUITE #E4 - PMB #265, BOULDER, CO 80302-6720
EMAIL: SADLERRENTALS@GMAIL.COM

Tenant: Tenant #1, email address, phone number
Tenant #2, email address, phone number
Tenant #3, email address, phone number

Tenant's Primary Language: ENGLISH

Total Rent for Lease Term: \$43,200.00

Monthly Rent: \$3,600.00

Security Deposit: \$5,400.00 (with \$2,700.00 due with signed Lease + \$900 due in one month + \$900 due in two months + \$900 due in three months)

Late Charge: \$50 or 5% of past due rent, whichever is greater

Returned Check/Returned Payment Charge: \$30.00

Rental Property/Premises: 123 MAIN STREET, UNIT A (Street address)
Boulder (City), Colorado, 80302 (Zip Code). The Rental Property will be unfurnished.

Lease Term: The term of this Lease begins on AUGUST 2ND, 2026, at 12PM NOON (time) and will end (with no notices necessary) on JULY 30TH, 2027, at 12PM NOON (time).

1. RENT. Tenant shall pay Monthly Rent in advance and without demand and without setoff on or before the first (1st) day of each month (due date) with no grace period and is late if not paid by the due date. Landlord may, at Landlord's option, require at any time that Tenant pay all rent and other sums in certified or cashier's check, money order, or one monthly check, rather than multiple checks. Cash is not acceptable without Landlord's prior written permission. If Tenant moves in part way through a month, first month's rent is prorated to XXXXXX. If Tenant does not timely pay the full Monthly Rent or other charges due under this Lease, Landlord may utilize all remedies under this Lease, including the termination of Tenant's right to possess the Rental Property. If Landlord has not received the monthly rent and any other sums due (except for late fees) from Tenant for any given month within seven (7) calendar days of it being due, Tenant shall pay a late fee of fifty dollars (\$50) or five-percent (5%) of the past due monthly rent, whichever is greater. Tenant shall pay the Returned Check/Payment Charge for each returned check/payment, plus Late Charge from the date due until Landlord receives acceptable payment. Tenant may not withhold or offset rent for any reason. Unless specifically stated in this Lease, any charges, fees, or amounts (collectively "amounts") other than rent due under this Lease are due and payable on the same day as rent. Landlord may change when amounts other than rent are due by providing Tenant written notice that such amounts are payable on a different date. Landlord shall apply all monies received from Tenant in the following order: (1) rent, (2) other charges and fees due from Tenant.

2. USE AND OCCUPANCY. This Lease limits occupancy in the Rental Property to no more than FOUR unrelated people. Tenant agrees to rent the Premises for use as a private residence only. The Rental Property will be occupied only by Tenant. No one else may occupy the Rental Property without Landlord's prior written consent, which consent may be withheld in the sole discretion of the Landlord. A person shall be considered to be occupying the Rental Property if the person reasonably appears to be using the Rental Property as a place to live. Indications of occupancy shall include, but not be limited to: coming and going to the Rental Property with the use of a key, providing any third-party (including the police) with the address of the Rental Property as that person's residential address, receiving mail at the Rental Property, keeping clothes or personal effects at the Rental Property, commonly being present in the Rental Property or common areas of the community, or commonly parking the person's vehicle for extended periods of time or overnight. A person may establish unauthorized occupancy of the Rental Property, and thereby create a violation of this Lease, even if that person owns or leases other residential property. Tenant is responsible for the conduct of any and all guests. Any person in the common areas coming to or from the Rental Property shall be Tenant's guest. Landlord may exclude guests or others who, in Landlord's judgment, have been violating or are about to violate the law, violating or about to violate this Lease or any rules, or disturbing other Tenants, neighbors, visitors, or Landlord representatives. Landlord may also exclude from any common area a person who refuses to show photo identification or refuses to identify himself or herself as a Tenant or as a guest of a specific Tenant in the community. Any misrepresentation of fact by Tenant in the Lease shall be a violation of this Lease and entitle Landlord to terminate Tenant's right to possess the Rental Property. Tenant may not utilize the premises for any short term rental activity, such as Air BNB, VRBO, or any similar service.

3. SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall deposit with Landlord the Security Deposit against the breach of any of Tenant's obligations contained herein, including without limitation: damage to the building of which the Rental Property is a part, common areas and buildings owned by Landlord and surrounding or adjacent to the building which the Rental Property is a part, furniture, fixtures, appliances, and carpet; abandonment of the Rental Property; nonpayment of rent, late charges, insufficient check charges, attorneys' fees, and any other sum owed Landlord by Tenant. Landlord shall have the right to apply such portion(s) of the Deposit reasonably necessary to remedy any default(s) by Tenant in the payment of rent, late fees or any other sum, or to repair any damage to the Premises or to Landlord's property caused by Tenant and Tenant shall replenish the portion(s) of the Deposit applied towards Tenant's default(s) within ten (10) days of written notice from Landlord. The Security Deposit or other like amounts received by Landlord from Tenant pursuant to this Lease will be held and disbursed subject to the terms of this Lease and law. Within sixty (60) days after surrender and acceptance of the Rental Property, Landlord shall provide Tenant, at Tenant's last known address, with a written statement listing the reasons for any charges against the Security Deposit, and refund the balance of the Security Deposit (if any) therewith. The Security Deposit shall be returned to Tenant only after each and all of the following conditions have been met or the corresponding charges have been applied: 1) There are no unpaid charges, damages, or rentals due by Tenant; 2) The Rental Property shall have been left in the same condition as when Tenant moved in, undamaged except for ordinary wear and tear. Tenant acknowledges and agrees that in no event shall said Security Deposit be applied by Tenant for any rent or charge due hereunder without the Landlord's prior written approval. Landlord will pay Tenant interest on the Security Deposit at 2.92% for period the Landlord holds the Security Deposit as required by the City of Boulder. Landlord will return Security Deposit to Tenant as one check made out to all on this Lease, unless Tenant provides Landlord with written/signed instructions to have it returned another way.

4. UTILITIES. Landlord shall pay only for the utilities checked below:

Electricity Gas Water/Sewer Trash/Recycling/Compost TV Internet Service

Tenant shall pay for all other utilities, related deposits, connect and disconnect fees, and charges on utility bills delivered to or for the Rental Property or connected in Tenant's name or during Tenant's tenancy. Tenant must not allow utilities to be disconnected. Landlord, at Landlord's option, may pay any past due utility bill on behalf of Tenant, add the amount paid to the balance due by Tenant under this Lease and utilize all remedies available against Tenant

for nonpayment of amounts due under this Lease. Utilities may be used only for normal household purposes and must not be wasted. Landlord does not warrant that utility services will be uninterrupted during the term of this Lease.

5. KEYS. At delivery of possession of the Rental Property, Landlord shall provide Tenant apartment or house key(s) used by previous residents. If Tenant would like locks changed, Landlord can change locks and split the cost equally with Tenant during the first month of this lease. Tenant must have Landlord's written permission to change locks on their own, and will provide Landlord with two (2) copies of new key(s) immediately. Tenant must call a locksmith if locked out. Any Tenant who has permanently moved out according to a remaining Tenant's affidavit is (at Landlord's option) no longer entitled to occupancy or keys. Landlord may (but shall not be obligated to) at any time, including following the death of Tenant, deliver copies of any and all keys to any person designated by Tenant in writing to Landlord. Tenant is expected to return keys to Landlord upon move out.

6. DELAY OF AVAILABILITY. Landlord shall not be liable to Tenant for any delay in providing possession of the Rental Property. The Lease will remain in force; however, Monthly Rent shall be waived on a prorated daily basis during delay. If the delay is longer than seven (7) days, Tenant shall have the right to terminate this Lease. The termination notice must be in writing. After termination, Tenant is entitled only to a refund of the deposit(s) and any rent paid. Monthly Rent abatement or Lease termination does not apply if delay is for cleaning or repairs that do not prevent Tenant from occupying the Rental Property.

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

8. DAMAGES FOR BREAKING LEASE. Tenant shall be liable to Landlord if for any reason prior to the end of the Lease Term, any extension, or renewal, Tenant vacates the Rental Property for any reason without fully performing all Lease covenants including Tenant's covenant to pay all rent due under the Lease (hereinafter "Lease Break Event") for any term, extension, or renewal other than a term for month-to-month. **FUTURE RENT:** Termination of possession rights or subsequent reletting does not release Tenant from liability for future rent. However, Landlord will apply proceeds of successful reletting to Tenant's obligations for continuing Monthly Rent. After giving notice to vacate or filing an eviction suit, Landlord may still accept rent or other sums due; the filing, or acceptance does not waive or diminish Landlord's right of eviction or any other contractual or statutory right. Accepting money at any time does not waive Landlord's right to damages, past or future rent, or other sums. All Monthly Rent for the rest of the Lease term or renewal period shall be accelerated automatically without notice or demand and will be immediately due and delinquent if Tenant's possession rights are terminated or Tenant abandons the Rental Property. If Tenant is evicted, Landlord will be entitled to \$300 from Tenant for Landlord's time, in addition to all the other costs and charges Tenant will owe.

In the event of a sole Tenant's death, Landlord may take possession of the apartment and dispose of all property without court order if a personal representative surrenders the apartment to Landlord, or if 30 days have passed and either rent remains unpaid or substantially all of the tenant's property has been removed. No early termination charges and repayment of concessions will apply in the event of a sole Tenant's death; however, we may retain a portion of the security deposit only for actual property damage directly resulting from the tenant's death beyond ordinary wear and tear. Regardless of anything to the contrary in this Agreement, upon a Tenant's death, the Tenant agrees to pay damages in accordance with this section. A deceased Tenant is liable for all rent that was past due at the time of death. Liability for future rent is determined by when the unit is vacated after notice, or by operation of law. A deceased Tenant's liability for future rent is limited to ten (10) business days if notice of death is given to us and the unit is vacated within ten (10) business days of that notice. If the unit is not vacated and notice is not given, the deceased Tenant shall not be liable for more than thirty (30) days of future rent after the date of death. For any period, we will

not claim both past due rent and future rent. Landlord may retain the security deposit or any associated damage deposit sufficient to cover costs related to damage caused by the death of a Tenant and for other physical damage beyond ordinary wear and tear.

Tenant Initials: _____

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

10. PERSONAL PROPERTY AND INSURANCE. LANDLORD DOES NOT WARRANT, REPRESENT OR GUARANTEE THE SAFETY OF TENANT, OCCUPANTS OR GUEST'S PERSONAL PROPERTY. TENANT HEREBY RELEASES LANDLORD FROM ANY AND ALL CLAIMS FOR DAMAGE OR LOSS TO TENANT'S PERSONAL PROPERTY AND SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS, INCLUDING LANDLORD'S ATTORNEY FEES AND COSTS, FROM ANY CLAIMS ASSOCIATED WITH TENANT'S PERSONAL PROPERTY REGARDLESS OF BY WHOM SUCH CLAIMS ARE BROUGHT, INCLUDING TENANT'S INSURER. LANDLORD ADVISES TENANT TO OBTAIN INSURANCE FOR LOSSES DUE TO THEFT, FIRE, SMOKE, WATER DAMAGE, AND THE LIKE. LANDLORD ADVISES TENANT TO ALSO OBTAIN ALTERNATIVE LIVING ACCOMMODATION RENTER'S INSURANCE COVERAGE. LANDLORD'S INSURANCE POLICIES PROVIDE NO COVERAGE FOR TENANT'S PROPERTY, INCLUDING TENANT'S AUTOMOBILE. LANDLORD DOES NOT REQUIRE TENANT TO OBTAIN RENTER'S INSURANCE, BUT STRONGLY ENCOURAGES TENANT TO OBTAIN RENTER'S INSURANCE.

Tenant Initials: _____

11. LIABILITY. Tenant, Tenant's family, occupants, guests, invitees, or any person entering on or about the Premises due to Tenant (hereinafter collectively "Tenant") assume any risk(s) whatsoever of damage or injury, whether to person or property, loss, or destruction of property, in connection with Tenant's occupancy of the Premises or in association with Tenant's use of the Premises (hereinafter "Risks"). Such risks include but are not limited to damage or injury caused by third parties, fire, smoke, water, water leaks, ice, snow, lightning, explosions, mold, infestation, theft, vandalism, weather or natural elements, interruption of heating/cooling, utilities, and plumbing systems. Landlord has no duty to remove any ice, sleet, or snow. Tenant agrees that all property kept in the Premises shall be at the risk of the Tenant. To the greatest extent permitted by law, Landlord shall not be liable to Tenant, even for negligent acts or omissions of Landlord or Landlord's representatives, for any damage or injury, whether to person or property, loss, or destruction to Tenant's property, including but not limited, to any damage or injury, whether to person or property, loss, or destruction of property sustained by Tenant from any cause, including but not limited to, the causes and risks set forth herein. To the greatest extent permitted by law, Tenant agrees to hold Landlord harmless and to indemnify Landlord against and from any lawsuit, loss, cost, expense, damage, or claim including attorneys' fees and costs resulting from any injury, whether to property or to person, whether to Tenant, Tenant's family, occupants, guests, invitees, or any person entering the Premises, unless prohibited by law. Tenant waives any insurance subrogation rights or claims against Landlord or Landlord's agents, and their insurers. No employee, Landlord, or management company is personally liable for any of Landlord's contractual, statutory, or other obligations merely by virtue of acting on behalf of Landlord. All provisions regarding Landlord's non or no-liability and no-duty apply to Landlord's employees, Landlords, and management companies.

12. MULTIPLE TENANTS OR OCCUPANTS. Each Tenant is jointly and severally liable for all Lease obligations. If Tenant or any guest violates the Lease or rules, all Tenants are considered to have violated the Lease. Landlord's requests and notices (including sale notices) to any Tenant constitute notice to all Tenants. Notices and requests from

any Tenant (including notices of Lease termination, repair requests, and entry permissions) constitute notice from all Tenants. In eviction suits, any one of multiple Tenants is considered the agent of all other Tenants in the Rental Property for service of process. Security Deposit refunds will be by one check jointly payable to all Tenants; the check and any deduction itemizations may be mailed to the last known address of any one Tenant only. If Tenant wants Security Deposit refund divided into separate/individual payments, Tenant must instruct Landlord in writing with signatures.

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

14. CONDUCT. The Rental Property and other areas reserved for Tenant's private use must be kept clean and sanitary. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed and may be used only for entry or exit. Storerooms, laundry rooms, and similar areas must be used with care in accordance with rules and posted signs. Landlord may regulate: (1) the use of patios, balconies, and porches, including the prohibition of the storage or use of furniture, barbecue grills and flammable substances; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. **LANDLORD DOES NOT REPRESENT OR WARRANT THE BEHAVIOR OF ANY THIRD-PARTIES, INCLUDING OTHER TENANTS, OCCUPANTS AND GUESTS OF THE COMMUNITY.** Tenant and guests may not engage in the following prohibited activities: unreasonable disturbances of others or loud or obnoxious conduct, including unreasonable odors; disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the community, including unreasonably hostile communications with the Landlord or the Landlord's representatives, including unreasonably foul language; possessing, selling, or manufacturing illegal drugs or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by Colorado Law; discharging a firearm in the community; displaying or possessing a gun, knife, or other weapon; acts prohibited by statute, ordinance or rules and regulations of any government entity or homeowner association; conduct which results in the issuance of a nuisance letter or notification of violation from any governmental agency; soliciting business or contributions; using the Rental Property for other than residential use to include operating a business or childcare service; storing anything in closets having gas appliances; tampering with utilities; bringing hazardous materials into the community. To the extent Tenant or guests are students at the University of Colorado, Landlord may notify the CU Office of Student Conduct of any behavior or lease violation which may represent a violation of the CU Student Conduct Code. Landlord may fully cooperate with any CU Office of Student Conduct action for assessment of probation, community service, suspension or expulsion. Use of flying drones at the property is prohibited. Tenant will stay off roof of Rental Property.

15. CONDITION OF THE RENTAL PROPERTY AND ALTERATIONS. Tenant accepts the Rental Property and fixtures as is and disclaims all implied warranties. Within seven (7) days after move-in, Tenant shall notify Landlord in writing of all defects or damage. Otherwise, everything will be considered to be in clean, safe, and good working condition. Tenant shall maintain and prevent the Rental Property from violating any local building or housing code and shall indemnify and hold the Landlord harmless from any and all claims or demands of any third-party, including any governmental authority, based on an allegation that the Rental Property is in violation of a code or ordinance and Tenant shall immediately restore the Rental Property to a condition that complies with the code or ordinance if a violation is found. Tenant shall keep the Rental Property free from mold and shall immediately report the presence of mold or sources of moisture to Landlord. Tenant shall use customary diligence in maintaining the Rental Property and common areas. Unless authorized by Landlord in writing, Tenant shall not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter the Rental Property or the common areas. Landlord may immediately restore or repair any alteration or damage made by Tenant without Landlord's prior written approval and may immediately charge Tenant for the costs of such restoration and repair. Tenant shall not alter or

remove any of Landlord's property. No changes or alterations, additions or damage may be made on the exterior of the building or the yard. Light fixtures will be in working order including bulbs at move-in, replacements (at the same wattage) are the Tenant's responsibility. Tenant's alterations and improvements to the Rental Property (whether or not Landlord consents to such alterations and improvements) become Landlord's unless otherwise agreed in writing.

16. REQUESTS, REPAIRS, AND MALFUNCTIONS.

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

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

Tenant can mail or personally deliver written notice of an uninhabitable condition to the following address: Sadler Company, 2525 Arapahoe Ave, Suite E4, PMB #265, Boulder, CO 80302-6720, by email at the following email address: SadlerRentals@GMAIL.COM, or through Landlord's online Tenant portal with the web address of: Rent-Boulder.com.

Tenant will report **EMERGENCIES** (any immediate danger to person or property, such as fire, gas, smoke, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress) to Landlord by calling **SADLER COMPANY MAINTENANCE at 303-380-0203**, pressing zero (0) key when outgoing message starts, and providing all relevant information to Landlord's answering service.

Landlord's complying with or responding to any oral request does not waive the strict requirement for written notices under this Lease. Tenant shall promptly notify Landlord of: water leaks; electrical problems; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Landlord may change or install utility lines or equipment serving the Rental Property if the work is done reasonably. Landlord may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, Tenant shall notify Landlord's representative immediately. If air conditioning or other equipment malfunctions, Tenant shall notify Landlord's representative as soon as possible on a business day. Landlord shall act with reasonable diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received.

17. CASUALTY, CONDEMNATION, OR EMINENT DOMAIN. If the Premises or any part of the Premises is destroyed or damaged due to fire, explosion, by any other casualty, or for any other reason, or if the Premises or any part of the Premises becomes unsafe, hazardous, or uninhabitable, as defined by applicable statutes, Landlord or Tenant in accordance with applicable law may either terminate this Lease or repair the Premises. If the damage or casualty event is due to Tenant's negligence or intentional conduct, the rent shall not abate or prorate, and Tenant shall be liable to Landlord for any amounts due under this Lease, plus all damage caused by such negligent or intentional conduct. Except as required by law, Landlord has no obligation to provide suitable substitute accommodations, nor is Landlord liable for any other expense, damage, or inconvenience suffered by Tenant. Tenant understands that this is the purpose of renter's insurance. For this reason, Landlord recommends Tenant obtain alternative living accommodation renter's insurance coverage. If the whole or any part of the Premises is taken by governmental authority under eminent domain for any public or quasi-public use or purpose, then the Lease Term will terminate on

the date when possession of the part so taken is required for such use or purpose. All damages awarded for such taking will belong to and are the property of Landlord.

18. REIMBURSEMENT FOR REPAIRS. Tenant shall promptly reimburse Landlord for all loss, damage, or cost of repairs or service in the Rental Property or to the exterior of the Rental Property regardless of the cause or by whom damaged, except for damage caused by the Landlord or which is the result of ordinary wear and tear, including, but not limited to any and all damages to windows, doors and screens. Tenant shall not clog plumbing/drains/toilets, or Landlord will unclog at Tenant's expense. Tenant shall light furnace/water heater pilot lights and reset any tripped breakers (if accessible to Tenant) or Landlord shall do so at Tenant's expense. Tenant shall promptly reimburse Landlord for loss, damage, or cost of repairs or service caused anywhere in the community by Tenant or any guest's or Occupant's improper use or negligence. Landlord may require payment at any time, including advance payment of repairs for which Tenant is liable.

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

20. PETS. No pets are allowed (even temporarily) anywhere in the Rental Property or community unless Landlord has authorized in writing, except for service animals of disabled persons. If a pet has been in the Rental Property at any time during the term of occupancy (with or without Landlord's consent), Landlord may charge Tenant for de-fleaing, deodorizing, or shampooing as needed to protect future Tenants from possible health hazards. The following pets are permitted (describe breed, size, color, name of each animal):

IF A PET IS SPECIFIED HERE, Tenant will be responsible for any damage or nuisance it causes, and will clean up after it immediately. If Landlord has to clean up after Tenant's pet it will be at Tenant's expense. If a dog is permitted, Tenant will not let it run loose, and only this dog is permitted, with no extras, replacements, or guest dogs allowed. Tenant certifies this dog has never bitten anyone. If it does, it will leave the Rental Property immediately and permanently. The extra deposit required to have a dog is \$300.00, and the extra deposit required to have a cat is \$200.00, due before the pet moves in or by date specified above. The following dog breeds are not allowed: Pitt-bull/Staffordshire Terrier, Rottweiler, Doberman, Akita, or Chow (or a mix of any of these breeds).

21. SNOW REMOVAL. Tenant shall be responsible for snow/ice removal in accordance with local ordinances.

22. LAWN, EXTERIOR CARE, MODIFICATIONS. The Rental Property includes private exterior areas. Landlord shall be responsible for lawn mowing and lawn, tree and foliage care. Tenant is responsible for keeping exterior areas in good and presentable condition, free of trash and stored items as determined by the Landlord's reasonable discretion. Tenants and guests are prohibited from installing or placing anything in or on the Premises including, but not limited to, recreational items in the yard or parking lot, or altering the interior or exterior of the Premises in any way that Landlord and Landlord's agent in their sole discretion, determines adversely impacts the property value, or could result in damage to property, or injury to people. This includes (but is not limited to) indoor furniture, trampolines, skate/snowboard ramps/rails, fire pits, and chimineas. Any such installation or alteration must be removed and the Premises restored after notice from the Landlord. Tenant agrees that the Landlord can perform such removal and restoration at the Tenant's expense.

23. MOTOR VEHICLES. Notwithstanding anything to the contrary, Tenant agrees that Landlord shall have the exclusive right and power to regulate and control any aspect of motor vehicles (includes cars, trucks, motorcycles, minibikes, RVs, trailers, etc.) and parking at the Premises at any time. Landlord's right and power includes but is not limited to the right but not the obligation to assign or designate parking spaces. Motor vehicles include but are not limited to cars, trucks, motorcycles, minibikes, RVs, trailers, etc. No recreational or commercial vehicles, trailers, boats, or campers shall be stored or parked on the Premises or the Property at any time without prior written consent of Landlord. Changing oil or performing mechanical repairs is prohibited. Any vehicle that in Landlord's reasonable determination is: unsightly, unsafe, unauthorized, prohibited, unlicensed, abandoned, improperly parked, illegally parked, wrongfully parked in a reserved or designated space or handicap space without proper authorization, parked in fire lanes, impedes traffic, leaks, is inoperable, belongs to any Tenant or occupant that has surrendered or abandoned possession of the Premises, etc. is not permitted and may be booted or towed in accordance with state towing laws; towing may occur without notice in applicable circumstances. Motor vehicles are to be parked only in driveway, parking lot or on the street and are not permitted on the sidewalks, in landscaped areas, or in any building at any time. Tenant agrees that Tenant's use of any parking facility, area, or space is at Tenant's sole and exclusive risk. Landlord may, in accordance with state law, relocate any vehicle as necessary to complete repairs on the Property. To the fullest extent permitted by law, if Landlord tows any vehicle, Tenant shall be liable for and pay Landlord or any other person all costs and expenses incurred or associated with any towing, and Tenant agrees to hold Landlord harmless and indemnify Landlord if any towing of any vehicle of Tenant, occupant, or guest is required.

24. BARBEQUE GRILLS. Fire codes prohibit, and Tenant shall prevent the use of, charcoal or gas grills and other open flame cooking appliances on combustible balconies or within 10 feet of combustible construction such as wood balconies and wood product siding. Landlord will move such grills, if discovered in these areas, at Tenant's expense. Electric grills are permitted. Tenant shall comply with all fire codes.

25. SATELLITE DISH. Tenant may in some limited circumstances be allowed to install a satellite reception dish, subject to the following limitations and restrictions: Only one dish or other reception device may be installed. The dish shall be no larger than one (1) meter in diameter. The dish may be installed only within the Rental Property. The Rental Property includes private balconies, balcony railings, terraces, patios, yards and gardens. However, the Rental Property does not include any outside walls, roofs, window sills or common balconies, railings, patios, yards or other common areas in the community. No part of the dish may extend beyond the outside balcony rail or patio line. Tenant shall remain fully and solely liable and responsible for the safety of the satellite dish and for any damage caused to persons or property associated with the satellite dish. Tenant hereby indemnifies and shall hold Landlord harmless from any and all claims based on damage to or injury by the dish. Any Tenant who installs a satellite dish must maintain a renter's property insurance policy, which includes general liability coverage. No dish may be installed in a fashion that will damage the Rental Property beyond ordinary wear and tear. No holes may be drilled in exterior surfaces, including walls, roofs, glass, balcony floors or railings. Any "Hook-Up" between interior and exterior equipment must be accomplished with flat cable capable of fitting below a door jam or by means of a device that

allows the signal to pass through the exterior wall, door or glass without wiring. Interior holes must be fully repaired and painted to the exact match of the existing wall when Tenant vacates the Rental Property.

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

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

28. LANDLORD'S ENTRY RIGHTS. If Tenant or any guest is present, then Tenant shall allow repairers, servicers, or Landlord's representatives to peacefully enter the Rental Property at reasonable times. If nobody is in the Rental Property, then repairers, servicers, or Landlord's representatives may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means if locks have been changed in violation of this Lease). Landlord shall provide written notice of the entry in a conspicuous place in the Rental Property immediately after the entry, unless written notification of entry was provided to Tenant by Landlord prior to entry. Landlord may enter for the purpose of responding to Tenant's request; repairs; estimating repair or refurbishing costs; pest control; preventative maintenance; filter changes; testing or replacing smoke and/or carbon monoxide-detector batteries; retrieving tools or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, equipment, or security devices; removing or re-keying unauthorized locks; stopping excessive noise or other disturbances; removing health or safety hazards (including hazardous materials) and items prohibited under Landlord's rules; retrieving property owned or leased by former Tenants; inspections; entry by a law-enforcement officer with or without a search or arrest warrant or in hot pursuit; showing the Rental Property to prospective Tenants;

or showing the Rental Property to government inspectors, fire marshals, lenders, appraisers, prospective buyers, Realtors, or insurance agents.

29. ASSIGNMENT AND SUBLetting. Assigning this Lease, replacing a Tenant or subletting is allowed only when Landlord consents in writing, which consent may be withheld in Landlord's sole and absolute discretion. Remaining Tenants must approve of any replacement Tenant. Landlord will charge a \$45.00 check out fee to Tenant moving out to inspect Rental Property should all Tenants on Lease be reassigned or sublet. Tenant may hire Landlord to sublet/reassign Lease for a fee equal to one half a month's rent, so long as all Tenants on Lease are moving out. Landlord will not find replacement roommates for Tenant. Rental Property must be vacant before Landlord will try to sublet/reassign lease, and Tenant remains liable for Lease until sublet/reassignment is complete.

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

31. TERMINATION OF POSSESSION RIGHTS AND ACCELERATION.

- A. In the event of a default under the terms of this Lease by Tenant, Landlord may end Tenant's right of occupancy by giving the notices required by Colorado Law.
- B. If Tenant is a victim of domestic abuse, unlawful sexual behavior, or stalking as defined by C.R.S. § 38-12-402 and § 13-40-104(4)(e), and Tenant is served with a written demand for rent under this Lease, Tenant may be eligible to request a payment plan for rent arrears. To initiate this process, Tenant must submit written notice and provide qualifying documentation under C.R.S. § 38-12-402(2)(a). If Landlord receives proper notice and documentation, and if a payment plan is authorized by law, Landlord will not proceed with eviction as long as Tenant complies with the agreed terms of the payment plan.

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

33. CLEANING. Tenant shall thoroughly clean the Rental Property, including doors, window frames/sills, bathrooms, kitchen appliances, patios, balconies, and storage rooms at the time of move-out. Tenant shall follow Landlord's move-out cleaning instructions. If Tenant does not clean adequately, Tenant shall be liable for reasonable cleaning charges. Tenant must have any carpets PROFESSIONALLY STEAM-CLEANED with a TRUCK-MOUNTED STEAM CLEANER upon move-out. If Landlord has to arrange carpet cleaning for Tenant, Tenant will owe Landlord \$45.00 plus the cleaner's charge. For properties with four or more units/apartments, the carpet cleaning will be arranged by Landlord, without \$45.00 fee, and paid out of Tenant's deposit.

34. OTHER CHARGES. Tenant shall at all times be liable for the following charges, if applicable: unpaid rent; unpaid utilities and utility disconnect fees; unreimbursed service charges; damages or repairs (beyond reasonable wear and tear); replacement cost of property that was in or attached to the Rental Property and is missing; replacing dead or missing smoke and/or carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove telephone, internet or TV cable services or rental items; trips to open the Rental Property when Tenant is missing a key (Landlord may require Tenant to contact locksmith as stated in section 5); key duplicates; unreturned keys; missing or burned-out light bulbs; stickers, scratches, burns, stains, or unapproved holes; removing or rekeying unauthorized security devices or alarm systems; reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; snow/ice removal charges; government fees or fines against Landlord for Tenant's violation of the Lease or law; late-payment and returned-check charges; or in any valid eviction proceeding against Tenant, plus attorney's fees, court costs, and filing fees actually paid; and other sums due. Charges for violating occupancy requirements can result in fines up to \$2,000 a day, plus jail. All costs incurred by owner and agent would be the responsibility of the Tenant.

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

36. SMOKING AND TOBACCO USE. Landlord makes no representation or warranty that the Rental Property or any of the real property around or near the Rental Property has been or will be smoke free. Tenant may smell or otherwise experience smoke in the Rental Property or common areas during the term of the Lease. Tenant shall not allow others near the Rental Property to be disturbed or annoyed by smoking by Tenant or any guest or invitee. Tenant shall not grow or manufacture any substance or material including, but not limited to marijuana. Upon lease termination and surrender of the Rental Property, Tenant shall be responsible for any and all cleaning, repairing, repainting and replacement necessary to correct smell or residue in and around the Rental Property. No amount of discoloration or smell from smoking or any other action shall be considered ordinary wear and tear. Smoking/vaping of all tobacco products in the Rental Property is prohibited, including common areas.

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

38. PAINT. Landlord does not paint the interior of Rental Property between Tenants. If Tenant wants to paint inside, Tenant must use KWAL Paint's Antique White semi-gloss, purchased at Sherwin Williams store located at 3130 Valmont Rd., Boulder, CO. Tenant should ask for the "Sadler Discount" at Sherwin Williams store. Landlord will reimburse Tenant for that paint after Tenant has properly painted and Landlord has inspected the job. If Landlord discovers that Tenant has painted with any other color, Landlord will paint over that color at Tenant's expense. Tenant will not paint any unpainted surface.

39. MODIFYING AND INTERPRETING THIS LEASE. This Lease and any attached Addenda is the entire agreement. Neither Landlord nor any of Landlord's representatives have made any oral promises, representations, or agreements. Landlord's representatives (including management personnel, employees and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing. No action or omission of Landlord's representative will be considered a waiver of any subsequent violation, default, or time or place of performance. In filling out, processing, and completing this Lease some clerical, scrivener, human, computer and/or mathematical errors may occur. In the event of any such errors or mistake and regardless of who made the mistake, Tenant agrees to cooperate with Landlord to execute or re-execute any document necessary to correct any such mistake or error upon

demand by Landlord. Invalidation of any one of the foregoing provisions, covenants, or promises by judgment or court order shall in no way affect any of the other provisions, covenants, or promises contained in this Agreement which will remain in full force and effect. No provision, covenant, or promise contained in this Agreement shall be deemed invalid or unenforceable because such provision, covenant, or promise does not provide for or grant Landlord or Tenant equal or reciprocal rights.

40. FEDERAL LEAD WARNING STATEMENT. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention. Landlord 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. Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. **Tenant's Acknowledgment:** 1. Tenant has read the Lead Warning Statement above and understands its contents. 2. Tenant has received the pamphlet "Protect Your Family From Lead in Your Home."

Tenant initials: _____

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

Landlord's Disclosure: Landlord has no knowledge of a radon test having been conducted on the residential real property in the housing. Landlord has attached a copy of the most recent brochure published by the Department of Public Health and Environment in accordance with C.R.S. § 25-11-114(2)(a) that provides advice about radon in real estate transactions. **Tenant's Acknowledgment:** Tenant has received the radon brochure.

Tenant Initials: _____

42. PESTS. If Tenant fails to report any pest infestation and/or problems with the Rental Property within seven (7) days of move-in, it shall be an acknowledgement by Tenant that the Rental Property are acceptable, in good condition, and pest free. To the extent the Rental Property has ever been infested by rodents and vermin, including, but not limited to, beetles, spiders, ants, roaches, bed bugs, mice, and rats (collectively "Pest"), Landlord believes that appropriate extermination response has been made to any infestation and that the Rental Property is not currently infested by Pests. Tenant shall cooperate fully with and undertake all efforts and tasks required by Landlord or Landlord's pest control company employed to eradicate Pests. Tenant's full cooperation includes but is not limited to immediately reporting Pest infestation to the Landlord, making the Rental Property available for entry to complete Pest inspection and eradication treatment(s), completing all required pre-treatment activities, evacuating the Rental Property during and after treatment for the required time frame, completing all required post-treatment activities, and immediately reporting ineffective treatment or re-infestations to the Landlord in writing. In the event the Landlord reasonably determines that any of Tenant's personal property is infested with any Pest, Landlord may require that

such personal property be permanently removed from the Rental Property upon ten day written demand and may require that such personal property be sealed prior to removal in order to keep Pest from spreading to common areas or other residences in the complex. Tenant may request reasonable extermination services at any time. All requests must be in writing. Landlord will notify Tenant in advance of each Pest inspection, including providing a preparation sheet. Notification is presumed received if Landlord hands the notice and instructions directly to Tenant, if Landlord posts the notice and instructions to Tenant's unit, or if Landlord emails notice and instructions to Tenant. If Tenant promptly notifies Landlord and cooperates with Landlord and/or Landlord's pest control company and the unit is either re-infected or the initial treatment is ineffective, Landlord will schedule re-inspection and re-treatment at no cost to Tenant. If Tenant is not fully prepared for the treatment, Tenant agrees to pay for the cost of service. If Tenant fails to cooperate fully with the treatment plan and the unit is either re-infected or the initial treatment is ineffective, Tenant agrees to pay all costs of all subsequent treatments, as well as the cost of treatments for the spread of the infestation to additional units. Landlord, Landlord's employees, officers, or directors are not liable to Tenant for any damages caused by Pests, including but not limited to, replacement of furniture, medications, or medical expenses. Landlord, Landlord's employees, officers, or directors are not responsible for any damage done to Tenant's unit or personal items during pest control inspections or treatments. Tenant acknowledges that Landlord's efforts to provide a Pest free environment, does not in any way change the standard of care that Landlord owes Tenant under this Lease. Tenant further acknowledges that Landlord does not guaranty or warranty a Pest free environment. Tenant acknowledges and understands that Landlord's ability to police, monitor, or enforce the Lease is dependent in significant part on Tenant's voluntary compliance and cooperation. Tenant acknowledges that used or secondhand furniture is the primary way that bed bugs and roaches are spread. Tenant agrees to carefully inspect any used or secondhand furniture, especially bedding, acquired by or purchased by Tenant that is brought into the Rental Property. Tenant agrees not to acquire or bring into the Rental Property any used or secondhand furniture removed from the garbage. Tenant acknowledges that sharing vacuum cleaners, etc. is another highly possible way to spread bed bugs and roaches. Tenant shall not to share such items with other residents.

Tenant Initials: _____

43. FAIR HOUSING. Landlord is dedicated to honoring federal, state and local fair housing laws. Landlord will not discriminate against Tenant because of their race, color, religion, national origin, familial status, disability, sex, sexual orientation, gender identity, immigration/citizenship status, or military/veteran status. C.R.S. § 24-34-502(1) prohibits source of income discrimination and requires a non-exempt landlord to accept any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person, including income derived from any lawful profession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program.

44. ADDITIONAL. TENANT MUST COMPLETE AND RETURN LEASE TO LANDLORD WITH \$2,700.00 FOR DEPOSIT BEFORE SOMEONE ELSE, OR LANDLORD MAY VOID THIS LEASE.

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

SIGNATURE PAGE FOLLOWS

Tenants (all sign below)

Signature

Signature

Signature

Signature

Signature

Date

Date

Date

Date

Date

Landlord or Landlord's Representative (signs below)

Signature

Date