

LEASE AGREEMENT

This lease agreement is hereby made by and between: Paul and Holly Monkman (Landlord)
3213 Redstone Rd.
Boulder, CO 80305

_____ (Tenant)

_____ (Tenant)

Landlord hereby leases «Unit» located at «Address» to the above named Tenant(s) commencing at 8:00A.M. _____ and ending at 8:00P.M. _____. This Lease shall remain in force until the end of the term specified. The Tenant(s) agree to the following Lease terms:

1. To pay rent of \$_____ on or before the 1st day of each month during the lease term. Please make your checks payable to Holly Monkman and mail them to 3213 Redstone Rd., Boulder, CO 80305. Indicate your apartment number on the check please. Or, opt for online payment via your bank, Paypal or Popmoney. For Paypal & Popmoney, I can email you a monthly invoice as a reminder & there's no charge to you for the online payment.
2. Rent payment is due in full. A penalty of \$20 will be charged for any balance not postmarked by the 5th day of the month. A fee of \$25 will be charged for any check returned for non-sufficient funds.
3. To pay a Security Deposit equal to one (1) month's rent when Tenant's application is approved. The deposit shall be held in an interest bearing escrow account at Tompkins Trust Company. Within 30 days after the lease expiration date, the deposit shall be refunded in full, with interest, provided there is no damage caused by Tenant or guest of Tenant to the apartment; the apartment is left clean (see Cleaning Cost Schedule, #13) and all rent and other charges are paid in full. In no event shall the Tenant apply the Security Deposit against the last month's rent.
4. If this Lease is executed by more than one person as Tenant, all persons named shall be bound to the lease terms jointly and severally.
5. All keys to the apartment must be returned on the last day of the lease or a minimum deduction of \$50 will be taken from the Security Deposit to re-key the entrance to the apartment.
6. Replacement keys during the term of the lease will incur a \$5.00 charge per key. Note: If tenant locks himself/herself out of apartment, there is a \$30.00 fee for Landlord or his representative to open the dwelling, payable at time of opening.
7. The Tenant agrees to use this apartment as living quarters only. Tenant further agrees that the apartment shall be occupied by no more than _____ people.
8. If Tenant wishes to renew this lease, it is agreed that Tenant will notify Landlord in writing at least two (2) months before the expiration of the Lease.
9. The Tenant may terminate this Lease at any time prior to the expiration by giving the Landlord written notice two (2) months to the date of the proposed termination. In such case, the Tenant shall pay rent until the new lease begins, risking no more than one (1) additional month's rent. The Security Deposit is not automatically forfeit.
10. Tenant must obtain the Landlord's written permission to assign the Lease in part or in whole to another party.

Initial: _____

- 11. Tenant must obtain the Landlord's written permission to sublet this apartment. The Tenant named in this Lease Agreement remains responsible for the terms of this Lease when subletting the apartment to another party.
- 12. The Landlord is not responsible for the Tenant's property left in the apartment after the end of the lease term. Such property shall be designated "abandoned". If Tenant vacates the Premises and leaves any of the Tenant's personal property in or on the Premises, Landlord shall have the right to sell or otherwise dispose of Tenant's personal property and retain the proceeds from such sale as liquidated damages and not as a penalty.
- 13. Should the apartment, appliances, and/or flooring require cleaning or repair at the end of the lease term, such repair and/or cleaning to be deemed beyond normal wear and tear, Tenant agrees to pay any and all cleaning/repair costs enumerated below. Tenant is fully responsible for any damages to the apartment caused by Tenant or guests of Tenant.

- a. Appliance not clean.....\$45.00/appliance
- b. Excessive grease.....\$45.00
- c. Bath and/or kitchen sinks not clean.....\$25.00/sink
- d. Toilet not clean.....\$35.00
- e. Bathtub and/or surround not clean.....\$50
- f. Kitchen cabinets not clean.....\$35
- g. Kitchen countertops not clean.....\$20
- h. Wood/tile floors not clean.....\$60/room
- i. Carpet shampooing.....\$100/room
- j. Carpet remedially stained/damaged.....\$100 minimum
- k. Removal of garbage/personal belongings.....\$50 minimum
- l. Wall painted by Tenant.....\$200/wall
- m. Hourly rate for other cleaning/repairs..... \$35 + materials

- 14. The Landlord may terminate the Lease for Tenant's non-payment of rent, breach of any of the Lease terms, or unacceptable behavior. Landlord will follow all applicable county eviction procedures.
- 15. If Tenant breaches this Lease, Tenant will pay the Landlord's reasonable attorney and collection fees.
- 16. Utilities shall be provided and paid for as follows:

Electricity	by the	<input type="checkbox"/> Tenant	<input type="checkbox"/> Landlord	Initial: _____
Heat	by the	<input type="checkbox"/> Tenant	<input type="checkbox"/> Landlord	Initial: _____
Hot Water	by the	<input type="checkbox"/> Tenant	<input type="checkbox"/> Landlord	Initial: _____
Water/Sewer	by the	<input type="checkbox"/> Tenant	<input type="checkbox"/> Landlord	Initial: _____
Trash	by the	<input type="checkbox"/> Tenant	<input type="checkbox"/> Landlord	Initial: _____

If Tenant is responsible for utilities, Tenant must notify «Utility» at least two weeks prior to start of lease to activate their account.

If Tenant fails to make payment on any of the above utilities within thirty (30) days of receipt of a bill, Landlord may pay the bill(s) and use the Security Deposit to cover the cost of said expenses.

- 17. Tenant agrees to keep the premises clean, tidy, and in good condition. Tenant accepts that good housekeeping practice is essential to maintain insect and vermin-free premises and agrees to do her/his part to keep the premises clean and tidy. If this covenant is breached, Landlord may give Tenant a three-day notice to completely clean the apartment. If Tenant fails to do so, Landlord may enter premises, clean and charge Tenant for cleaning as specified in item #13 above.

Initial: _____

18. Cable television, internet, and phone services are to be arranged and paid for by the Tenant.
19. «Cable»
20. At Premises where Landlord is paying for the heat, Tenant(s) agree to keep the windows and doors closed from November 1st to March 31st or if the outdoor temperature falls below 55 degrees Fahrenheit.
21. «Trash» Trash should not be stored on the decks, porches or in common areas. Tenant agrees to comply by County recycling laws and to pay any fines incurred by their failure to comply with such laws.
22. Tenant is required to provide adequate heat in the apartment to prevent freezing water pipes. A thermostat setting of 50°F in all rooms is sufficient to prevent damage during vacation periods.
23. Tenant is responsible for damage from wind, rain, snow or freezing temperatures caused by leaving windows or doors open. We strongly advise that you close all windows when you're not at home.
24. «Pets»
25. «Yard»
26. Waterbeds are not permitted.
27. Swimming pools of any size are not permitted on the Premises.
28. Tenant will not remove the showerhead provided by the Landlord. Any damage to Premises and/or adjacent apartments will be the responsibility of the Tenant if the Tenant tampers with or replaces existing showerhead.
29. Grilling on the decks/porches is not permitted. Any grilling must be at least 10 feet from the buildings. Grills not in use (once cool to touch) may be stored on decks/porches. If apartment is governed by a Home Owners Association (HOA), then HOA rules regarding grills/grilling must be followed.
30. The apartment, decks, and common areas are smoke free. Tenant shall prohibit smoking of any substance by his/her household members or guests. It is the Tenant's responsibility to inform his/her guests of the no-smoking portion of this lease. Cigarette butts are litter and may not be left on the ground.
31. Tenant agrees to keep common areas, hallways, porches, sidewalks and grounds neat in the vicinity of their apartment. Tenant agrees that personal property shall NOT be stored in common areas, hallways and outside of the apartment (except for apartments with private porches & decks). Some appropriate items may be given written permission by Landlord upon request, e.g. bicycles. Items found in these areas outside of the apartment without written permission will be disposed of by Landlord after reasonable effort is made to identify the owner.
32. Any furniture outdoors must be designed for outdoor use.
33. Tenant agrees that large wads of toilet paper, grease, oils, coffee grounds, fibrous materials, Q-tips, dental floss, diapers, baby wipes, sanitary napkins, tampons, and condoms shall NOT be flushed down the toilet or put in any drain. Caustic substances (Drano, Liquid-Plumner, etc.) must not be flushed down toilets or drains. Tenant is responsible for providing plungers and plunging toilets if they become clogged. Please notify Landlord if plunging does not correct the problem.
34. No signs, advertisements, notices, doorplates or similar devices shall be inscribed, painted or affixed to any part of the outside or inside of Premises by Tenant.
35. No nails, tacks, screws or double-sided tape shall be applied onto or driven into the woodwork, doors, floors. Standard picture hangers and tacks may be used to hang pictures on the walls.

Initial: _____

36. Tenant is prohibited from adding locks to, changing, or in any way altering locks installed on apartment doors.
37. No means of additional heating, supplementary generators, or fixtures/mounted lighting shall be used or applied within Premises. Tenant shall comply with all electrical codes and standards and shall not overload circuits as provided.
38. No clothing, carpets, etc. shall be hung from the windows, fire escapes, porches or balconies, nor shall any foods or personal property or objects be placed on or left about the outside windows and sills.
39. «AC»
40. The following appliances are included with the Premises: «Appliances».
41. Tenant shall show due concern for the rights of fellow Tenants/Residents. All radios, TV, AV equipment, group gatherings, soliloquies, and musical instruments must be kept at a level of sound that does not annoy, disturb, or interfere with the peace and quiet of neighbors both inside and outside the Premises.
42. Parking on Premises is reserved strictly for Tenant use only and only a maximum of two (2) vehicles per Tenant is allowed on Premises. Unregistered or idle junk vehicles are not allowed. Changing oil is not allowed on Premises.
43. Tenant shall replace promptly and at his/her own expense any broken windows and glass in and/or about Premises, appliances and fixtures during the term of this Lease Agreement when caused by the carelessness, negligence, or improper conduct of Tenant or Tenant's guests. Additionally, Tenant releases Landlord from any and all liability resulting from injuries sustained by Tenant as a result of Tenant's actions and/or negligence and broken glass resulting from such. If Tenant fails to make a needed repair or replacement, to the satisfaction of the Landlord, Landlord may do it. Landlord's expense will be added rent.
44. If Landlord learns that any portion of the Premises is being used by Tenant or the Tenant's guests for the sale, use, or trafficking of narcotics or other controlled substances, Landlord will immediately terminate the Lease Agreement and commence summary proceedings for eviction of Tenant.
45. Tenant agrees that they, members of their household, and guests are strictly forbidden by Landlord to tamper and interfere with, alter, deface, damage and/or destroy any and all devices contingent to the Premises and the Premises' grounds, including, but not limited to, electrical and heating devices, thermostatic controls, water heaters, fuse boxes, plumbing, etc. If Tenant does any of the above to the detriment of the Premises, Landlord will pursue criminal and civil damages.
46. Unless warranted by an actual emergency, Tenant and all guests are not allowed on any and all roofs, fire escapes, walls, ledges, windowsills and ladders on the Premises and grounds.
47. The Landlord may enter the apartment for the purposes of inspection, repair and maintenance of the Premises, or to show the apartment. Reasonable notice will be given if possible. If Landlord provides Tenant with such reasonable notice and Tenant refuses access to the Premises and refuses to reschedule a time to permit the Landlord access to the Premises, Tenant shall pay to the Landlord an amount equal to two (2) months rent to cover Landlord's damages.
48. The Landlord shall not be liable for any loss of the Tenant's property by theft, burglary, fire, or other damage not caused by Landlord's negligence. Landlord shall not be liable for relocation and living expense due damage to the apartment not caused by the Landlord's negligence. It is strongly recommended that Tenant purchase a **Tenant Insurance Policy**.
49. If the Premises shall at any time become vacant by reason of the removal of the Tenant, Landlord shall and may re-enter the Premises with force, or otherwise, without being liable to prosecution and

Initial: _____

Landlord may furthermore re-let Premises as the agent of the Tenant and/or hold the Tenant liable for the lease due under the provisions of this Lease Agreement. If Landlord re-lets the Premises as agent of the Tenant, the lease collected shall first be applied toward payment of the expenses incurred from re-entering, re-letting and performing necessary repairs and/or cleaning with the balance to be applied to payment of the lease. The balance, if any, shall be paid to the Tenant and Landlord may hold the Tenant liable for any deficiency if the lease proves insufficient.

50. Failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions or options, for the same shall be and remain in full force and effect. If any of the covenants or conditions is declared invalid or void, it shall not invalidate or void any other condition or covenant of the Lease.
51. If the Landlord is unable to deliver the apartment for occupancy at the beginning of the Lease term for any reason beyond the Landlord's control, Landlord shall not be held liable and the Lease Agreement shall remain in force and rent shall not be owed until the apartment is ready for occupancy.
52. If, during the term of the Lease, the dwelling is rendered uninhabitable by fire, accident, or any other reasons, Tenant is not required to pay rent from the date that the apartment is unusable. The Landlord will make repairs to the apartment unless Landlord decides to demolish the building. If the building will be demolished, the Lease will be terminated from the day that the apartment was uninhabitable. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under the Landlord's control. Tenant is expected to maintain the apartment in good condition. Tenant must not make alterations, or changes to the walls, plumbing, ventilation, electric or heating systems. The Landlord agrees to deliver the apartment in good condition. Landlord shall, at its own expense, maintain and repair the apartment, appliances, and fixtures. In the event that the apartment, appliances, and fixtures are damaged by the Tenant or guest of Tenant, a reasonable sum to repair any damages caused shall be paid to the Landlord by the Tenant.
53. If you have any difficulty with plumbing, appliances, windows, etc., please call us at 607-272-0688 as soon as possible so that repairs can be done promptly. This is especially important for any safety related problems. Maintenance issues that are not reported promptly will be charged back to the Tenant if the condition causes damage to the building.
54. Landlord is exempt for any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice, snow, or any leak or flow from or into any part of Premises, or from any damage or injury resulting or arising from any other cause, unless said damage or injury is caused by or due to the gross negligence of the Landlord.
55. Landlord and Tenant waive trial by jury in any matter relating to the Lease Agreement, except for personal injury or property damage claim. Tenant further waives the right to assert a counterclaim in any summary proceeding commenced by the Landlord to evict Tenant for non-payment of lease or breach of any term of this Lease Agreement.
56. If any of the covenants or conditions set forth herein is declared invalid, void, or unconscionable, it shall not invalidate or void any other covenant or condition of this Lease Agreement. It is the intention of the parties that any such clause shall be eliminated from the Lease Agreement without affecting the remaining terms of the Lease Agreement.
57. This Lease is subordinate to all mortgages now or hereafter placed on the property.
58. The covenants and agreements contained in this Lease are binding on the parties listed and their respective heirs, assign, legal representatives or successors, as the case may be.

Initial: _____

59. If Tenant assigns the Premises for the benefit of creditors, or if Tenant files a voluntary petition under any bankruptcy or insolvency law or a trustee or receiver of Tenant or Tenant's property is appointed, Tenant shall be in default under the terms of this Lease Agreement and Landlord may terminate this Lease Agreement.

60. This is the entire agreement between the parties; there are no representations or agreements other than contained herein; changes in the Lease are effective only in writing, signed by both parties.

This Lease Agreement is hereby executed and entered into this ____ day of _____.

Landlord

Tenant(s)

___ There is presently **NO** maintained and operative sprinkler system in the leased premises.

___ There **IS** presently a maintained and operative sprinkler system in the leased premises. The system was last maintained and inspected on ___/___/___.

Initial: _____

SMOKE DETECTOR ADDENDUM

1. Tenant acknowledges that as of this date the leased Premises is equipped with one or more smoke detectors and that Tenant finds them to be in good working order.
2. Tenant agrees to regularly test the smoke detector in their Premises and report any problem, defect, malfunction or failure of the detector to the Landlord.
3. Tenant agrees to replace the smoke detector battery if at any time the existing battery becomes expended and/or unserviceable.
4. Tenant agrees to reimburse Landlord, upon request, for the cost of a new smoke detector and its installation in the event that the existing smoke detector becomes damaged by Tenants or guests.
5. Disclaimer:
 - A. Tenant acknowledges and agrees that landlord/management is not the operator, manufacturer, distributor, retailer, or supplier of the smoke detector(s); Tenant assumes full and complete responsibility for all risks and hazards attributable to, connected with, or in any way related to the use, operation, malfunction, or failure of the smoke detector(s) regardless of whether such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, repair, servicing, or installation of said smoke detectors.
 - B. No representation, warranties, undertakings, or promises, whether oral, implied or otherwise, have been made to Tenant by Landlord, its agent or employees regarding said smoke detector(s) or the alleged performance of the same. Landlord neither makes nor adopts any warranty of any nature regarding same smoke detector(s) and expressly disclaims all warranties of fitness for a particular purpose of habitability or any and all other expressed or implied warranties. Landlord shall not be liable for losses or damages to persons or property caused by: (1) Tenant's failure to regularly test the smoke detector(s); (2) Tenant's failure to notify landlord of any problem, defect, malfunction, or failure of the smoke detector(s); (3) Theft of the smoke detector(s) or its serviceable batteries, and /or (4) false alarms produced by the smoke detector(s).
6. The term of this Addendum shall be the same term as the Lease Agreement or of any renewal or extension of said Lease Agreement.
7. Tenant and Landlord/management acknowledges that this Addendum is the entire agreement of the Parties relative to smoke detector(s) in the above referenced Premises. Tenant acknowledges having read this Addendum and understands that it places upon him/her/them a duty to regularly test the smoke detector(s) and report all malfunctions of the same to Landlord/management in writing.

Landlord

Tenant(s)

Initial: _____

LEAD-BASED PAINT DISCLOSURE

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 leasing pre-1978 housing, Landlord must disclose the presence of known lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure (initial and check appropriate disclosures)

_____ (A) Presence of lead-based paint and/or paint hazards; (check one below):

- Known lead-based paint and/or lead-based paint hazards are present in the housing.

Explanation: _____

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

_____ (B) Records and Reports available to Landlord/Management; (check one below):

- Landlord/Management has provided Tenant all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

List all documents: _____

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

Tenant's Acknowledgement (all lessees should initial)

_____ (C) Tenant has received copies of all information listed above.

_____ (D) Tenant has received the pamphlet Protect Your Family From Lead in Your Home.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord

Tenant(s)

Initial: _____

DRUG-FREE HOUSING ADDENDUM

Landlord/Management leases to Tenant(s) Premises known as «Address», Apartment _____ as described in the Lease dated _____, to which this Drug-Free Housing Addendum pertains:

1. The Tenant, any member of the Tenant's household or any guest or other person under the Tenant's control shall not engage in or facilitate criminal activity on or near the premises including, but not limited to, violent criminal activity or drug-related criminal activity.
2. The Tenant or any member of the Tenant's household shall not permit the dwelling unit to be used for or to facilitate criminal activity including, but not limited to, violent criminal activity or drug-related criminal activity.
3. "Violent criminal activity" means any criminal activity that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another.
4. "Drug-related criminal activity" means the illegal manufacture, sale, distribution or use or possession with intent to manufacture, sell, distribute or use, of a controlled substance, as defined in Section 102 or the Controlled Substances Act (21 USC 802) and by state and local laws.
5. One or more violations of Section 1 or 2 of this Lease Agreement Addendum constitutes a substantial violation of the Lease and a material noncompliance with the Lease. Any such violation is grounds for immediate termination of tenancy and eviction from the unit.
6. Proof of violation shall be by a preponderance of the evidence, unless otherwise provided by law.
7. In case of any conflict between the provisions of this Drug-Free Housing Addendum and any other provision of the Lease, the provision of this Addendum shall govern.

Landlord

Tenant(s)

Initial: _____