BOULDER MODEL LEASE

(modified)

This Lease and all Attached Addenda and Referenced Documents have been modified, adapted and/ or created for the sole use of Poppy Property Management, LLC This Lease and all Attached Addenda have important legal and tax consequences. It is recommended that Resident(s) consult with legal and tax counsel before signing.

1. Parties

This Lease ("Lease") for the rental of residential property is between Poppy Property Man LLC ("Owner/Agent")	agement,
and	_("Resident")
2. Leased Premises	
Owner/Agent hereby leases to Resident(s) the Leased Premises ("Premises") described belo	ow:
2355 Grove St., Unit Boulder, CO 80302	
The Premises shall also include: Refrigerator, Stove/Oven, Dishwasher, Window Coverings additional furnished items here:	. Add any
[specify furniture (inventory should be attached),** parking space, storage space, if any]	

3. Term

Fixed Term. The Term of this Lease shall be from 12 p.m. <u>August 9, 2021</u>, to 12 p.m. <u>August 2, 2022</u>. No notice to terminate at the end of such fixed term is necessary unless otherwise agreed in writing.

Should Resident(s) remain in possession of the premises beyond the expiration of the fixed term of the Lease after being granted permission by the Owner/Agent, Resident(s) and Owner/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 the current monthly rent. If the Resident(s) becomes a "holdover tenant(s)", either party can terminate the tenancy by giving 30 days written notice to the other party to terminate this Lease.

In the event the Resident(s) "holds over" beyond the expiration of this Lease without written consent of the Owner/Agent, the Lease shall not be deemed renewed, and the Resident(s) shall be liable for a daily holdover charge in an amount equal to 300% of the current monthly rental rate (pro rata) herein set forth.

4. Rent

A. The total rental price for the Ter	rm of this Lease is \$	Of this amount, the first rental	1
payment in the amount of \$	is due on	, 2021. This rental pays	ment is
made for the split rental periods A	ugust 9, 2021 to August 3	<mark>31, 2021</mark> and August 1, 2022 to Augu	<u>ust 2,</u>
2022 . The remainder is payable in	11 monthly installments o	of \$each, due on the 1st	t day of
each month, beginning September	• 1, 2021. The final rental	payment in the amount of \$	is
due on July 1, 2022.			

B. Resident(s) shall incur and be charged a LATE CHARGE equal to 5% of the monthly installment for any rents received after 9:00 am, MST on the 5th day of the month. An additional 5% late rent fee will be assessed for rents received after 9:00 am, MST on the 10th of the month. Such fee, which will be considered additional rent, may be collected immediately by Owner/Agent or, at Owner/Agent's option; such fee may be withheld from Resident's security deposit. Owner /Agent will notify Resident(s) by written notice of such intended withholding. 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 a written waiver from the Owner/Agent on or before the rental due date and mutually arranging an alternative payment date.

A charge of up to \$150.00 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. Any late fee and returned check charge shall be a reasonable estimate of the administrative costs incurred by Owner/Agent.

Resident(s) agrees to promptly pay the monthly rental installments, without deductions, and to abide by all other terms, covenants, and conditions of this Lease.

5. Notice

Unless otherwise specified in this Lease, all notices 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:

Poppy Property Management, PO BOX #55 Boulder, CO 80306-0055

6. Security Deposit

A. Upon signing this Lease, Resident(s) shall deposit with Owner/Agent the sum of \$______ which Owner/Agent shall retain as security for the full and faithful performance by Resident(s) of all promises, conditions, and agreements in this Lease.

- B. Any advance or deposit of money, whether termed last month's rent, damage deposit, or security deposit, constitutes a security deposit under this section.
- C. Resident(s) may not use the security deposit in place of rent, **except as described in paragraph above**, without the written permission of the Owner/Agent.
- D. Simple interest per annum shall be paid within one month of termination of the Lease or surrender and acceptance of the premises, whichever occurs last, on the full amount of the deposit in the Owner/Agent's possession. The interest rate will be calculated in accordance with Boulder City Council Ordinance 7320 which establishes interest rates each year.
- E. It is the duty of Resident(s) to return the premises, including any outside areas, yards or driveways required to be maintained by Resident(s) under this Lease, to their condition at the commencement of this Lease, except for normal wear and tear.
- F. Owner/Agent shall return the security deposit to Resident(s) within 60 days after termination of this Lease or surrender and acceptance of the premises, whichever occurs last. If actual cause exists for retaining any portion of the security deposit, Owner/Agent shall provide Resident(s) 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(s). In the event there is more than one Resident, Owner/Agent reserves the right to return the amount of the Security Deposit, less appropriate charges, if any, by dividing said amount equally among the Resident(s) unless notified otherwise by written notice signed by all Residents and received by Owner/Agent prior to termination of the Lease. The failure of Owner/Agent to provide a written statement within the period of time stated above shall work as a forfeiture of all Owner/Agent's rights to withhold any portion of the security deposit.
- G. 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 the Owner/Agent of any obligation created by the state security deposit law set forth in Colorado Revised Statutes 1973, section 38-12-101 et seq.

7. Eviction/holding over

A. In the event the Resident(s) fails to pay the rent or any portion thereof when due, and three days' notice in writing has been given to Resident(s) requiring in the alternative the payment of the rent or possession of the Premises, the Owner/Agent may, without further notice to Resident(s); terminate the Resident(s)'s right to possession of the premises under the Lease. In the event that Resident(s) shall default in the performance of any of the promises or agreements contained in this Lease, other than the promise to pay

rent, or if Resident(s) shall fail to comply with the Rules and Regulations incorporated herein or hereinafter established, the Owner/Agent may give Resident(s) three days' written notice of Owner/Agent's intention to terminate this Lease and at the expiration of the three days the term of this Lease shall end, and Resident(s) shall surrender the premises to the Owner/Agent. In the event of termination of this Lease by the Owner/Agent, based upon Resident(s)'s default, the Resident(s)'s liability to the Owner/Agent for loss of rent as a result of the vacating of the premises (even if compelled by the Owner/Agent) shall continue for the full term of the Lease, and the Owner/Agent shall have the rights and obligations described herein.

B. Should Resident(s) not vacate the premises at the end of the Lease term and another Resident(s) is scheduled to take possession of the premises, the 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 storing the Resident(s)'s belongings. Resident(s) agrees that the Owner/Agent may immediately remove any property and place it in storage at Resident(s)'s expense and may dispose of such property in any way the Owner/Agent deems proper after the expiration of ten (10) days from the date of removal of said property from the premises. Under no circumstances shall the Owner/Agent incur any liability for the loss or damage to such abandoned property.

C. Upon termination of the Lease, or upon vacation or abandonment of the Premises by the Resident(s), any personal property left by the Resident(s) on the Premises or surrounding area will be considered abandoned property. Resident(s) agrees that the Owner/Agent may immediately remove any/all abandoned property and place it in storage at Resident(s)'s expense and may dispose of such property in any way the Owner/Agent deems proper after the expiration of ten (10) days from the date of removal of said property from the premises. Under no circumstances shall the Owner/Agent incur any liability for the loss or damage 'to such abandoned property.

8. Occupancy

No more than four (4) persons shall occupy the Premises. Resident(s) understands and agrees that these limitations on occupancy and use of the Premises are a material inducement for the granting of this Lease by the Owner/Agent to the Resident(s). Resident(s) also acknowledge and agree that should any "over occupancy" fines or fees be assessed by the City of Boulder, the Resident(s) shall be responsible for the immediate payment of those fines or fees. Resident(s) (collectively and individually) shall not allow guests to stay upon the premises more than seven (7) days per month.

9. Use

Resident(s) shall use the premises for residential purposes only.

Resident(s) shall not engage in any illegal activities on the premises.

10. Utilities

Resident shall be responsible for paying for the following utilities or services connected with the premises:

Electricity
Phone (if desired)
Cable (if desired)
Internet (if desired)

Resident(s) agrees to arrange for utility connections and account creation effective as of the first day of the Lease Term. The costs for utility connections, and/or services, and for billing are the responsibility of the Resident(s).

Owner/Agent agrees to furnish trash collection and water and sewer utility service. Owner/Agent shall not be liable for damages for failure to furnish any utilities or services when the cause of such failure is beyond the control of the Owner/Agent.

Should Resident(s) vacate the premises and continue to pay the monthly rent installment, as obligated under this Lease, Resident(s) shall maintain all utilities in Resident's name(s) throughout the Lease term and make all payments to keep such services in effect. Resident(s) agrees that if utility services and accounts are not established within three days from the first day of the Lease Term, Owner/Agent requests transfer the utilities services (gas and electric only) into the Residents name if allowed by the utility company. An administrative fee \$150.00 per utility will be assessed for this service and will be due and payable immediately. Owner/Agent is not responsible for providing gas and electric services to the Resident(s).

In addition to the aforementioned utilities, every resident will be charged \$75 per month for a fixed utility payment that shall cover the following:

Water/Sewer
Gas
Trash/Recycling
Common Area Utilities
Common Area Maintenance ("CAM")
Landscaping
Snow Removal
Weekly Grounds Cleaning

Periodically, during the period of the Lease, Owner/Agent may reconcile the total amount that Resident(s) have paid with the actual total CAM costs. Resident(s) agree to pay any shortfall, which will be considered additional rent and may be collected immediately by the Agent; or at Agent's option, such charges may be withheld from Resident(s) security deposit. If the actual CAM costs are significantly in excess of the monthly prorated CAM billing to the Resident(s), Owner/Agent may increase the monthly CAM amount, with written notice to Resident(s). Agent does not guarantee that the actual CAM costs will match the estimated monthly CAM.

Any fees assessed by the trash utility, maintenance or management companies beyond the normal charges will be charged through directly to the Resident(s).

11. Privacy

Resident(s) expressly agrees to permit Owner/Agent or its agents or employees to enter the Premises, (including storage areas) at reasonable times and upon reasonable notice or if a good faith attempt was made by Owner/Agent to contact Resident(s) for the purpose of inspection, repair, or maintenance of the Premises or to show the Premises to any prospective Resident(s), buyer, loan or insurance agent. Entry may be made without prior notice if Owner/Agent reasonably believes that an emergency exists, such as a fire or broken water pipe, or that the premises have been abandoned.

12. Assignment/Subleasing/Release

Resident(s) promises and agrees not to transfer or assign this Lease, nor sublet the Premises or any portion thereof, without the prior written consent of the Owner/Agent. Owner/Agent shall exercise good faith and reasonableness in evaluating and accepting a replacement Sublessee(s). Owner/Agent shall apply the same rental qualification criteria to the replacement Sublessee(s) as was applied to the original Resident(s) which the replacement Sublessee(s) is replacing. Sublessee(s) is required to obtain advanced approval, in writing, from all other unit Resident(s) prior to submission the Sublessee's Rental Application; said approval may not be unreasonably withheld. Final Sublessee(s) approval is at the sole subjective discretion of the Owner/Agent. In the event such consent is given, any assignee or sublessee must agree in writing that the premises will be returned to the Owner/Agent in the same exact condition as at the commencement of this Lease, and that certain charges may have already been applied to the Security Deposit prior to the termination of this Lease. HOWEVER, IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE RESIDENT(S) THAT THE OBLIGATION TO PERFORM ALL PROMISES AND AGREEMENTS IN THIS LEASE SHALL CONTINUE FOR THE FULL TERM OF THIS LEASE. Resident(s) and assignee or sublessee agrees that their liability under this Lease shall be joint and several. In the event the Owner/Agent consents to sublease or assignment, Owner/Agent shall charge a re-rental fee of \$450.00 per person to offset the costs incurred by the Owner/Agent. In the event that the Resident(s) fine their own, acceptable replacement tenant then this administrative fee shall be reduced to \$250.00

13. Noise and Nuisance

Resident(s) agrees not to make any excessive noise or to create any nuisance such as will disturb the peace and quiet of neighbors. Resident(s) agree to abide by all applicable City ordinances regarding Noise and Nuisance. Resident(s) further agree that any and all parties or gatherings will be confined to the Residence and the Residence's private deck, balcony or patio.

14. Rules and Regulations

Resident(s) agree for themselves, Resident(s) guests, to consult and conform to the Rules and Regulations attached hereto and incorporated herein. Resident(s) also agrees to comply with any reasonable changes or new Rules and Regulations that the Owner/Agent may deem desirable or necessary for the protection of the building and/ or the general welfare of the Resident(s)s, upon ten (10) days' written notice of such change or new rule from the Owner/Agent. Any breach of the Rules and Regulations may be considered a breach of this Lease and shall permit the Owner/Agent to terminate this Lease pursuant to paragraph 7.

Resident(s) further agrees to abide by all applicable laws and police, fire and sanitary regulations of the City, County, State or Federal authorities, and failure to do so shall constitute a breach of this Lease. Resident(s) agree 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

Resident(s) acknowledge that the Premises have been examined prior to taking possession. The Resident(s) know the condition of the premises and accepts the Premises in their present condition as indicated on the Check-In Sheet (incorporated herein by reference). Resident(s) also acknowledges that all appliances and furnishings in the Premises have been examined. Resident(s) agrees that all furnishings and appliances, EXCEPT AS NOTED ON THE CHECK-IN SHEET SIGNED BY BOTH PARTIES, are in good condition and repair. Resident(s) agrees at the termination of the Lease to return the Premises, furnishings and appliances to Owner/Agent in the exact same condition as noted on the Check-In Sheet.

RESIDENT(S) UNDERSTANDS AND AGREES THAT THE PREMISES ARE LEASED IN "AS IS" CONDITION AND THAT Owner/Agent MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE Premises, APPLIANCES OR FURNISHINGS.

NOTE: A CHECKIN/CHECKOUT SHEET WILL BE MADE PART OF THIS LEASE. COMPLETE AND SIGN THIS FORM PRIOR TO TAKING POSSESSION OF THE PREMISES IN ORDER TO HELP PROTECT BOTH PARTIES

16. Care of the Premises

Resident(s) hereby promises and agrees that Resident(s) will not cause or permit any neglect or misuse of the premises, common areas, appliances or furnishings therein provided by the Owner/Agent. In the event that the Resident(s) causes or permits any neglect, willful acts of Resident(s), members of Resident's household, or Resident's guests or any misuse of the premises, common areas, appliances, or furnishings, Resident(s) agrees to bear the expense for the repair of any and all damage resulting therefrom.

Negligence or damage to the premises by Resident(s), Resident's guests shall be grounds for Owner/Agent to evict Resident(s). The expense so incurred shall be considered to be additional rent for the Premises and shall be immediately due from the Resident(s) at the option of the Owner/Agent. After Resident(s) vacates the Premises, a final cleaning of the Premises will be performed by agents or employees of the Owner/Agent, including (without limitation), shampoo or steam cleaning of carpets and cleaning of appliances, furniture and fixtures. It is expressly understood and agreed that the cost of such final cleaning shall be deducted from Resident(s)'s Security Deposit at the rate of up to \$75.00 per hour for labor, plus supplies.

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 code, Owner/Agent shall be responsible for making such repairs. Owner/Agent shall be responsible for payment of any costs of such repairs unless the repairs were necessitated by the negligence or willful acts of the other party to this Lease. If Resident(s) believes repairs are necessary, Resident(s) should contact the Owner/Agent and request such repairs.

Resident(s) shall not make repairs without written consent of Owner/Agent unless faced with an emergency situation (i.e. imminent danger or damage to persons or premises).

18. Constructive Eviction & Abandonment

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(s), Resident(s) may vacate the premises, terminate this Lease, and owe no future rent. It is recommended that Resident(s) consult legal counsel prior to exercising the remedy of constructive eviction.

Abandonment; In the event the Resident(s) vacates or abandons the Premises prior to the termination of this Lease. Resident(s) expressly authorizes the Owner/Agent, at its option, to reenter and re-rent the Premises for the benefit of the Resident(s) without affecting a termination of the Lease. All expenses incurred by Owner/Agent in re-renting the Premises shall be borne by the Resident(s), and any rent received as a result of that renting may be applied to the amounts due to the Owner/Agent from the Resident(s) under the Lease. HOWEVER, IT IS EXPRESSLY UNDERSTOOD AND AGREED BY RESIDENT(S) THAT THE OBLIGATION TO PAY THE RENT SHALL CONTINUE FOR THE FULL TERM OF THE LEASE.

19. Outside Maintenance

Resident(s) shall be responsible for the snow removal from the individual residences private decks, patios and balconies. Snow removal from the individual residences' private decks, patios and balconies are not the responsibility of Owner/Agent. Snow removal shall be completed within 24 hours of a snowfall. Resident(s) are required to keep the individual residences' private decks, patios and balconies Resident(s) free and clear of all debris and trash. Resident(s) agree that Residence private decks, balconies and patios may not be used for storage (expressly, bicycle storage) of any type or for hanging any manner of items and that barbecues, gas grills, kegs, indoor furniture are not permitted on decks, balconies or patios. Only outdoor furniture is permitted. No decorations of any sort are permitted on the individual residences' private decks, patios and balconies, residence entry doors or in the windows. Outdoor furniture is permitted but should be stored in the Residence Storage Closets during periods of high winds, thunderstorms or when heavy snowfalls are expected.

20. Alterations to Premises

Resident(s) understands and agrees that NO ALTERATIONS to the premises are to be made including, for example, painting, adding or changing door locks, reconfiguring storage lockers, holes in the ceilings or walls, etc.

21.	Pets	

NO ANIMALS MAY BE KEPT PERMANENTLY OR HARBORED TEMPORARILY ON OR NEAR THE PREMISES UNLESS OTHERWISE AGREED UPON IN WRITING.

22. Parking

Use of any parking area provided by the Owner/Agent shall be governed by such rules and regulations as may be issued from time to time by the Owner/Agent and such use shall be at Resident(s)'s risk and with the understanding and agreement that Owner/Agent shall not be liable for personal injury therein or loss or damage to property thereon. Parking spaces will be leased separately and notice of availability will be issued on or around July 1st.

23. Rooftops

Resident(s) understand and agree that the use of rooftops is strictly prohibited and may result in immediate eviction and incur an additional \$500 fee to be paid by the Resident(s) as liquidated damages.

24. Insurance

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

25. Attorney's fees

In the event the Resident(s) violates the terms of this Lease, or defaults in the performance of any covenants in the Lease, and Owner/Agent has obtained the services of an attorney with respect to the enforcement hereof, Resident(s) agrees to pay to the Owner/Agent any costs or fees involved, including reasonable attorney's fees, whether or not a suit is instituted, and if a suit is instituted, the Resident(s) shall also pay the costs of the suit. In the event the Resident(s) shall bring any action against the Owner/Agent pursuant to this Lease or arising from the Owner/Agent-Resident(s) relationship created by this Lease, and the Owner/Agent prevails, Resident(s) shall be liable to Owner/Agent for costs and expenses of defending such action, including reasonable attorney's 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 attorney's fees and court costs to be fixed by the court.

26. Liability

Owner/Agent shall not be liable for any loss or damage that may be the result of acts or omissions of other Resident(s) or their guests when such acts or omissions are beyond the direct control of the Owner/Agent. Resident(s) agrees that Owner/Agent will not be liable to the Resident(s) for any loss or damage to Resident(s) or his property which is caused by a failure of any building components; failure or malfunction of the sewer or water system, fire sprinkler system, alarm systems, surveillance systems, drainage systems, gas systems, or electrical systems when such failure or malfunction is the result of acts

or circumstances beyond the direct control of the Owner/Agent. In the event that Resident(s), any member of Resident(s) household or Resident(s) guests has reason to believe that they may assert any claim, they shall notify the Owner/Agent in writing within thirty (30) days of the happening of such event which gives rise to such claim. The failure to give such notice shall relieve the Owner/Agent and its agents and employees from any and all liabilities for such claim. Resident(s) will be liable for the injury to any person or damage to any property caused by the negligence or willful acts of Resident(s) OR Residents(s) guests. 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.

27. Subordination

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

28. Waiver

Owner/Agent has the right to waive any one or more breaches of this Lease and any such waivers shall not be construed as a waiver of any future breach of this Agreement. The Owner/Agent shall have such rights and remedies as are contained in this Lease, and said rights and remedies shall be cumulative and shall not be exclusive of any other rights and remedies provided by law. Any grammatical changes shall be implied whenever necessary to change the gender and number of the parties to this Lease so that the wording in the Lease shall reflect the accurate fact.

29. Severability

If any provision of this Lease shall be declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect. The unenforceability of any provision or provisions of this Lease shall not affect the enforceability of any other provision or provisions.

30. Joint and Several Liability

If this Lease is signed on behalf of Resident(s) by more than one person, then the liability of the persons 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 the Lease may be liable for any or all damages to the premises, even if caused by another person signing the Lease, and one person signing the Lease is liable for the total amount of rent due, even though other persons have also signed the Lease.

31. Signatures/amendment of Lease

This Lease, together with the Addenda attached hereto, contains the entire agreement of the parties, and
may not be altered or amended except by written agreement signed by both parties. If this Lease is signed
on behalf of Resident(s) by more than one person, then the liability of the persons signing shall be joint
and several.

AGENT:	DATE:
Agent, Poppy Property Management, LLC	
***********	*******************
	es that Owner/Agent has advised that this Lease has important legal s recommended Resident(s) consult with legal and tax counsel before
RESIDENT(S):	
	DATE:
	DATE:
	DATE:
	DATE:

This Lease and all Attached Addenda and Referenced Documents have been modified, adapted and/or created for the sole use of Poppy Property Management, LLC. This Lease and all Attached Addenda have important legal and tax consequences. Poppy Property Management, LLC recommends that Resident(s) consult with legal and tax counsel before signing.

NOTE: This model Lease has been recommended by the Boulder City Council for use by lessors and lessees of residential property in the City of Boulder. The provisions of the model Lease will be reviewed periodically. Comments and suggestions pertaining to the model Lease from both lessors and lessees of residential property are welcome. Written comments and suggestions may be mailed to the City of Boulder, City Council Office, P.O. Box 791, Boulder, CO 80306.