

## LEASE

This Lease (this "Lease") utilizes the following defined terms throughout:

**Landlord:** David Terzian

Landlord contact : David Terzian 301-325-8777  
15942 Shady Grove Rd, Gaithersburg, MD 20877

**Tenant:** \_\_\_\_\_

**Occupants:** **No other Occupants may reside in the Premises**

**Guarantors:** n/a  
(List all persons guaranteeing Tenant's performance of the Lease, but, not occupying the Rental Property)

**Monthly Rent:** \$ \_\_\_\_\_

**Security Deposit:** \$ \_\_\_\_\_

**Initial late Charge:** \$100.00

**Daily Late Charge:** \$25.00

**Returned Check Charge:** \$50.00

**Rental Property ("Premises"):** 2727 Folsom Street # \_\_\_\_, Boulder CO 80304 and Garage # \_\_

The Rental Property will be: unfurnished.

**Lease Term:** The initial term of the Lease begins on the First day of September, 201\_\_, at 10:00 AM and ends on the 31<sup>th</sup> day of July, 201\_\_, at 5:00 PM .Tenant must give written move-out notice as required by paragraph 7.

**1. RENT.** Upon the execution of this Lease, Tenant shall pay to the Landlord an amount equal to the first month's rent, which amount shall be \$\_\_\_\_\_. Tenant shall pay Monthly Rent in advance and without demand and without setoff on or before the First day of each month (due date) with no grace period. 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 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 Tenant does not pay the full Monthly Rent on or before the Fifth day of the month at 10:00 AM, Tenant shall pay the Initial Late Charge. At the beginning of each day after the day of the accrual of the Initial Late Charge if the Monthly rental or other charges due under this Lease remain unpaid, the Daily Late Charge shall accrue and become payable. Tenant shall pay the Returned Check Charge for each returned check, plus Initial Late Charge and Daily Late Charges from the date due until Landlord receives acceptable payment. Tenant may not withhold or offset rent for any reason.

**2. USE AND OCCUPANCY.** Tenant agrees to rent the Premises, for use as a private residence only. The Rental Property will be occupied only by Tenant and Occupants. 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 and which, as a condition of being granted, may require the submission of an application and the consent to a background check. 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 Occupants and 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.

**3. SECURITY DEPOSIT.** The Security Deposit required under this lease is \$\_\_\_\_\_ Tenant shall deposit with Landlord the Security Deposit in the amount of \$\_\_\_\_\_, payable upon the execution of this Lease. The Security Deposit shall be retained by Landlord 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, and attorneys' fees. To the extent the security deposit is utilized by Landlord during the term of this Lease, Tenant shall immediately upon demand reimburse Landlord and restore the security deposit amount. 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 and all 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, including kitchen appliances, have been cleaned thoroughly, in accordance with any written Move-Out Policy provided, and the Rental Property shall have been left in the same condition as when Tenant moved in, undamaged except for ordinary wear and tear. If Tenant fails to clean thoroughly and/or in accordance with the written Move-Out Policy, reasonable charges to complete such cleaning shall be deducted. 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.

**4. UTILITIES.** Landlord shall pay only for the utilities (if initialed by the Landlord) as follows:

_____ Gas	_____dpt_ Trash	_____ Cable TV	_____ Water/Wastewater
_____ Electricity	_____dpt_ Recycling	_____ Internet Service	

Landlord shall maintain an account with the utility provider for electricity and/or gas, and also for water, and shall present the bills monthly to tenant for reimbursement. Tenant agrees to reimburse landlord for the utility charges within 30 days of receipt by Tenant. Tenant shall pay for all other utilities, related deposits, connect and disconnect fees, and charges on utility bills delivered to 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, including termination of the right of possession and the accruing of late fees on the amounts advanced. 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. Landlord may allocate shared utility charges between the various Rental Properties using a formula based on sub-metering, comparative square footage, number of bedrooms, or number of bathrooms, at the choice of Landlord and Landlord shall be free to change the method of allocation during the term of this Lease.

**5. KEYS.** At delivery of possession of the Rental Property Landlord shall provide Tenant with the house code(s). Any Tenant or Occupant who has permanently moved out according to a remaining Tenant's affidavit is (at Landlord's option) no longer entitled to occupancy or codes. Landlord may (but shall not be obligated to) at any time, including following the death of Tenant, deliver copies of any and all codes to any person designated by Tenant as the Emergency Contact in the application or other writing provided by Tenant to Landlord.

**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 five 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. TERMINATION NOTICE AND HOLDOVER.** TENANT SHALL, AT LEAST 30 DAYS PRIOR TO THE EXPIRATION OF THE TERM OF THIS LEASE GIVE WRITTEN NOTICE TO LANDLORD OF TENANT'S INTENTION TO VACATE THE RENTAL PROPERTY AT THE END OF THE TERM OF THE LEASE. IN THE EVENT THAT TENANT HOLDS OVER AT THE RENTAL PROPERTY AFTER THE INITIAL TERM OF THE LEASE, THE TENANCY SHALL BE DEEMED A MONTH-TO-MONTH TENANCY. TENANT SHALL ALSO GIVE AT LEAST 30 DAY PRIOR WRITTEN NOTICE TO LANDLORD OF TENANT'S INTENTION TO VACATE THE RENTAL PROPERTY AT THE END OF ANY MONTH-TO-MONTH HOLDOVER PERIOD. ALL NOTICES TO TERMINATE SHALL BE EFFECTIVE ONLY ON THE LAST DAY A MONTH (EXAMPLE: NOTICE RECEIVED ON JUNE 3 WILL NOT TERMINATE LEASE UNTIL JULY 31). IF TENANT FAILS TO GIVE TIMELY WRITTEN NOTICE, TENANT SHALL BE LIABLE FOR THE MONTHLY RENT DUE FOR THE FOLLOWING MONTH. LANDLORD IS NOT OBLIGATED TO GIVE 30 DAYS NOTICE. LANDLORD MUST GIVE THE APPROPRIATE NOTICE PROVIDED FOR IN THE COLORADO REVISED STATUTES, WHICH IN SOME CASES IS AS LITTLE AS 3 DAYS NOTICE. UPON THE EXPIRATION OF THE INITIAL LEASE TERM OR AT THE EXPIRATION OF ANY MONTH-TO-MONTH HOLDOVER PERIOD LANDLORD MAY INCREASE MONTHLY RENTAL RATE OR CHANGE ANY OTHER TERM OF THIS LEASE BY GIVING WRITTEN NOTICE TO TENANT OF SUCH CHANGE AT LEAST 30 DAYS PRIOR TO THE EFFECTIVE DATE OF THE CHANGE.

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

**9. 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'S INSURANCE POLICIES PROVIDE NO COVERAGE FOR TENANT'S PROPERTY, INCLUDING TENANT'S AUTOMOBILE.

**10. MULTIPLE TENANTS OR OCCUPANTS.** Each Tenant is jointly and severally liable for all Lease obligations. If Tenant or any guest or Occupant 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 and Occupants. Notices and requests from any Tenant or Occupant (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 may be by one check jointly payable to all Tenants; the check and any deduction itemizations may be mailed to any one Tenant only.

**11. 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. 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.

**12. 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. Swimming pools, saunas, hot tubs, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with rules and posted signs. Glass containers are prohibited in or near pools and other common areas. 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. THERE IS NO IMPLIED COVENANT OF QUIET ENJOYMENT OR WARRANTY OF HABITABILITY OF THE RENTAL PROPERTY ASSOCIATED WITH THIS LEASE. LANDLORD DOES NOT REPRESENT OR WARRANT THE BEHAVIOR OF ANY THIRD-PARTIES, INCLUDING OTHER TENANTS, OCCUPANTS AND GUESTS OF THE COMMUNITY AND DOES NOT REPRESENT THE CONDITION OF THE RENTAL PROPERTY TO BE ANYTHING OTHER THAN AS IS. Tenant and all Occupants or guests may not engage in the following prohibited activities: 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. **Smoking is not permitted inside the Rental Property** or in the Common Elements of the condominium property of which the Rental Property is a part.

**13. CONDITION OF THE RENTAL PROPERTY AND ALTERATIONS.** Tenant accepts the Rental Property, fixtures, and furniture as is. Landlord disclaims all implied warranties. Within 48 hours after move-in, Tenant shall advise Landlord 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. 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.

**14. REQUESTS, REPAIRS, AND MALFUNCTIONS.** ALL NOTICES AND REQUEST FOR REPAIRS, INSTALLATIONS, OR SERVICES, OR SECURITY-RELATED MATTERS MUST BE IN WRITING 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).

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 in writing 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 customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate. If Landlord considers fire or catastrophic damage substantial, Landlord may terminate this Lease within a reasonable time by giving Tenant written notice. If the Lease is so terminated, Landlord shall refund prorated rent and all deposits, less deductions.

**15. 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 promptly reimburse Landlord for loss, damage, or cost of repairs or service caused anywhere in the community by Tenant or any guests or Occupant's improper use or negligence. Landlord may require payment at any time, including advance payment of repairs for which Tenant is liable.

**16. 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. 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. 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 the information in this section 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.

**17. PETS.** No pets are allowed (even temporarily) anywhere in the Rental Property or community, except for service animals of disabled persons. If a pet has been in the Rental Property at any time during the term of occupancy, in addition to other remedies Landlord may have for violation of the terms of the Lease, Landlord may charge Tenant for de-fleaing, deodorizing, or shampooing to protect future Tenants from possible health hazards.

**18. SNOW REMOVAL.** Tenant shall be responsible for snow removal in accordance with local ordinances from any part of the Premises not serviced by the Trout Farm HOA.

**19. LAWN AND EXTERIOR CARE.** The Rental Property includes private exterior areas. If the Rental Property does include private exterior areas, Landlord (check one) shall be responsible for lawn mowing and lawn, tree and foliage care.

**20. MOTOR VEHICLES.** **Garage Space #\_\_ is reserved for the exclusive use of Tenant. One additional vehicle may be parked in the community parking lot according to HOA parking rules and regulations.** Landlord is not responsible for the safety of or damage to Tenant or any Occupants' or guests' automobiles. Landlord may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Landlord may change the configuration or allocation of parking places at any time. Landlord may have vehicles parked in violation of the Lease, rules or posted signs towed off the premises by the Landlord or hired towing company at the vehicle owner's expense, with or without prior notice. A vehicle is prohibited in the community and may be immediately towed, without prior notification of any kind, if the vehicle: (1) is parked in a marked handicap space without the legally required handicap insignia; (2) blocks another vehicle from exiting; (3) is parked in a fire lane or designated "no parking" area; or (4) is parked in a space marked for other Tenant(s) or unit(s). A vehicle is prohibited in the community and may be towed after posting a 24-hour notice in a conspicuous place on the vehicle indicating the Landlord's intent to tow said vehicle, if the vehicle: (1) is abandoned, unlicensed, derelict, inoperable; (2) has flat tires or other conditions rendering it inoperable; (3) has an expired license or inspection sticker; (4) takes up more than one parking space; (5) belongs to a Tenant or Occupant who has surrendered or abandoned the Rental Property; or (6) is the type of vehicle prohibited below, and Tenant has failed to obtain Landlord's prior written consent. In the event the Landlord is fined or incurs any cost associated with Tenant or any Occupants' or guests' vehicle, Tenant shall immediately reimburse Landlord for such amounts. Tenant further agrees not to store and/or park any trailer, camper, boat, or any other similar recreational item or vehicle in the community without the written consent of the Landlord. Tenant agrees not to store and/or park any commercial or public vehicle in the community under any conditions. Tenant further agrees not to make any repairs of the aforementioned motor vehicle and/or recreational items in the community without the written consent of the Landlord.

**21. BARBEQUE GRILLS.** Fire codes prohibit charcoal 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. Exceptions to this ban are single family dwellings including side-by-side townhomes and areas where the balcony is protected by the buildings automatic fire sprinkler system. Electric grills and gas grills that are hard wired into the gas lines are permitted. Tenant shall comply with all fire codes. Tenant agrees it shall only be permitted to use an electric or propane grill. No charcoal or other fuel source grills are permitted. Tenant shall only use permitted grills where permitted by the HOA. No grill of any type shall be used in the garage.

**22. 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 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.

**23. 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 detectors, dead bolt locks, keyless bolting devices, window latches, and other security devices. Tenant shall pay for and replace batteries in smoke detectors as needed. Tenant will 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 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.

**24. REGISTERED SEX OFFENDER LIST.** No person, including but not limited to Tenant or any Occupant, 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.

**25. LANDLORD'S ENTRY RIGHTS.** If Tenant or any guest or Occupant 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. 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-detector batteries; retrieving tools or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, 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 (either before or after move-out or vacate notice has been given); or showing the Rental Property to government inspectors, fire marshals, lenders, appraisers, prospective buyers, Realtors, or insurance agents.

**26. ASSIGNMENT AND SUBLETTING.** Assigning this Lease, replacing a Tenant or subletting is allowed only when Landlord gives prior consent in writing, which consent may be withheld in Landlord's sole and absolute discretion. If departing or remaining Tenants procure a replacement Tenant acceptable to Landlord before moving out and Landlord expressly consents to the replacement or subletting, then a re-letting or administrative fee may be due; and (3) Tenant will remain liable for all Lease obligations for the rest of the original Lease term.



**27. DEFAULT BY LANDLORD.** Landlord shall act with customary diligence to keep common areas reasonably clean; maintain fixtures, furniture, hot water, heating 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.

**28. TERMINATION OF POSSESSION RIGHTS AND ACCELERATION.** 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. Termination of possession rights or subsequent re-letting does not release Tenant from liability for future rent. However, Landlord will apply proceeds of successful re-letting 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.

**29. ATTORNEY FEES AND OTHER REMEDIES.** Tenant hereby agrees that in the event of the retention, employment or use of an attorney by Landlord because of any violation or breach of any covenant or provision of this Lease, Tenant shall pay Landlord's attorney fees. Tenant shall be responsible for said fees whether or not litigation is actually commenced.

**30. CLEANING.** Tenant shall professionally clean the carpets at least once every three months, and shall provide Landlord with a receipt evidencing that the carpets have been professionally cleaned using an environmentally safe cleaning process. Alternatively, Landlord will permit Tenant to self clean the carpets with a home model carpet cleaner which uses only environmentally safe cleaning products. Tenant shall thoroughly clean the Rental Property, including doors, windows, furniture, 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 - including charges for cleaning carpets, draperies, furniture, walls, etc.

**31. MOVE-OUT INSPECTION.** Tenant and Landlord may meet for a move-out inspection. Landlord's representative has no authority to bind or limit Landlord regarding deductions for repairs, damages, or charges. Any statements or estimates by Landlord or Landlord's representative are subject to Landlord's correction, modification, or disapproval before final refunding or accounting.

**32. 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 detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove telephone or TV cable services or rental items; trips to open the Rental Property when Tenant or any guest or Occupant is missing a key; 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; re-letting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security alarm charges unless due to Landlord's negligence; 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.

**33. 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. If Tenant should abandon the premises, Landlord may terminate Tenant's right to possession of the property. Tenant's obligations under this Lease, including but not limited to the obligation to pay rent, shall not be affected by Landlord's termination of the Tenants right to possession.

**34. JURY WAIVER.** Landlord and Tenant agree that any claim by one against the other, whether for possession of the Rental Property or for monetary damages, shall be tried before a state court judge and not before a jury. Both Landlord and Tenant hereby waive any and all right to trial by jury.

**35. MODIFYING AND INTERPRETING THIS LEASE.** This Lease 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.

**36. GUARANTORS.** Guarantors and each of them, if more than one, hereby agree as follows:

a. The Guarantors hereby jointly and severally, as primary obligors and not merely as sureties, guarantee to Landlord, its legal representatives, successors and assigns, the full and prompt performance and observance of all covenants, conditions and agreements provided in the Lease to be performed and observed by Tenant(s), its permitted successors and assigns, at the times and in the manner specified for the same.

b. Guarantors and each of them if more than one, agree that their obligations hereunder shall not be terminated, reduced or affected in any way by reason of the assertion by Landlord against Tenant of any right or remedy for the enforcement of the obligations of Tenant under the Lease, or by reason of the waiver by Landlord of, or its failure to enforce, any of the terms, covenants or conditions of the Lease, or the granting of any indulgence or extension of time to Tenant; and Guarantors waive notice of any of the foregoing and of default by Tenant in payment of rent and any other sum of money required to be paid under the Lease and of breach by Tenant of any covenant, condition or agreement contained in the Lease. Guarantors further agree that their obligations hereunder shall apply with full force and effect to any amendment, renewal or extension of the Lease, even though made without notice thereof to Guarantors. Guarantors hereby waive trial by jury in any suit, proceeding or counterclaim brought to enforce this Guaranty and waive the right to interpose any counterclaim in any such suit or proceeding.

**37. OTHER PROVISIONS.**

(a) This Agreement may be executed and endorsed in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. Signatures sent to the other parties by facsimile transmission shall be binding as evidence of acceptance of the terms hereof by such signatory party.

(b) Any notice, statement or other communication which is required may be given, hereunder shall be in writing and shall be sufficient in all respects if delivered to the Premises, or by US Mail to the following addresses:

To Tenant:

\_\_\_\_\_  
2727 Folsom Street #\_\_\_\_  
Boulder, CO 80304

To Landlord:

David Terzian c/o  
Boulder Property Group  
15942 Shady Grove Road  
Gaithersburg, MD 20877

The address of a party may be changed from time to time by giving notice in the manner prescribed in this paragraph. All such notices or communications will be effective upon mailing.

(c) The validity, enforcement and construction of this Agreement shall be governed by the laws of the State of Colorado without giving effect to the conflict of laws principles thereof.

(d) If any one or more provisions in this Agreement, for any reason, shall be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any such provision in any other respect





and the remaining provisions of this Agreement shall not be in anyway impaired.



**Tenant or Tenants and Guarantor(s) (all sign below)**

Tenant: \_\_\_\_\_  
(Date) (Time)

Tenant: \_\_\_\_\_  
(Date) (Time)

Guarantor: \_\_\_\_\_  
(Date) (Time)

Guarantor: \_\_\_\_\_  
(Date) (Time)

**Landlord or Landlord's Representative (signs below)**

\_\_\_\_\_  
David Terzian (Date) (Time)

